

## **2018-2019 Addendum to the 2015-2016 Student Handbook**

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The policy information below serves as an addendum to the ArtCenter 2015-2016 Student Handbook, and includes policies that are new or were revised after that previous publication date. These policies are effective Fall 2018 (unless otherwise noted) and supersede any and all previous versions.

### **ACADEMIC CALENDAR**

The current academic calendar is available online at <http://www.artcenter.edu/about/get-to-know-artcenter/academic-calendar.html>

### **ACADEMIC SCHEDULE**

Student course schedules can be viewed at Inside ArtCenter. Once registered, students may modify their schedules by completing the add/drop process online no later than Friday of Week 1. Students cannot make changes to their schedules using the online process after Friday of Week 1. Students should check official bulletin boards and their email for additional information related to registration.

Students are expected to attend every class on their schedules, and only the classes on their schedules. Not attending a class on their schedule will result in a grade of N being assigned for non-attendance. Students attending classes not on their schedules will not receive credit or grades for those classes.

### **ACADEMIC AND GRADUATION REQUIREMENTS**

The College reserves the right to make changes in graduation requirements or faculty schedules without notice. Degrees are conferred in accordance with the following requirements. ArtCenter reserves the right to institute such changes, and will provide students and applicants with the appropriate information about specific changes in the study programs as soon as they are available. Please refer to ArtCenter's website and the Student Handbook for the most current information.

Graduation from ArtCenter is based upon successful completion of the curriculum of the department to which the student was admitted. This is estimated to take a minimum of eight terms, depending on availability of classes and amount of transfer credit.

## **Undergraduate Students**

Undergraduate students must complete a minimum residency of four terms at ArtCenter to be eligible to receive their initial Bachelor of Fine Art (BFA) or Bachelor of Science (BS) degree from ArtCenter. To graduate, students must complete all studio and Humanities & Sciences (academic) course requirements within their department, including a minimum number of units by subject area.

Current course requirements are listed online at Inside ArtCenter ([inside.artcenter.edu](http://inside.artcenter.edu)) under “Degree Audit.” Undergraduate students must maintain a minimum cumulative GPA of 2.50. Students are expected to assume responsibility for their progress toward graduation. All course work must be completed prior to the date of graduation.

Students must graduate in the term in which they complete their Humanities & Sciences course requirements, all required studio courses, and any needed studio electives, and in which they have a cumulative GPA of 2.50 or higher. Students may not enroll in a subsequent term and defer graduation.

Students are ineligible for graduation until all requirements are complete, all account restrictions are cleared and all money due for tuition, fees, fines or supplies is paid.

## **Humanities & Sciences Requirements**

Undergraduate students must complete 45 units of Humanities & Sciences classes to graduate. Each student must complete the foundation academic courses applicable to his or her program of study (i.e., Writing Studio, Art of Research, Critical Practice 1 and Introduction to Modernism) by the end of their fifth term. Students who do not fulfill these requirements will be given the opportunity to do so in one ArtCenter Lite term. If a student with third-term standing has enrolled in English as a Second Language (ESL) but not passed the course, they will be placed on ESL Probation. A student who fails ESL twice will be placed on ESL Suspension. In order to return to ArtCenter after an ESL suspension, students must pass an oral and written exam, administered by the Director of Writing, and submit official transcripts from a regionally accredited college showing a grade of C or better. Transcripts must demonstrate that students have been enrolled in a full-time, multi-skills English language course of study for at least one term.

## **Graduate Students**

Graduate students must complete all course work required by their individual program with a minimum cumulative GPA of 3.00.

When a student has successfully completed the required five–seven terms, ArtCenter will consider the student’s graduate program course work to be complete. However, the student must complete a thesis in order to be eligible for graduation.

All course work, including thesis, must be completed prior to the date of graduation. Students are ineligible for graduation until all course work requirements are complete, all account restrictions are cleared and all money due for tuition, fees, fines or supplies is paid. Students must be enrolled at ArtCenter during the term in which they graduate.

### **Financial Aid**

The Financial Aid office monitors academic progress at the end of every term. Students who do not meet minimum standards may lose financial aid eligibility.

Students who are found to be abusing their financial aid privileges by misrepresenting their academic status, and therefore violating federal or state law or College policies, may be subject to more severe penalties. For more information about the SAP policy, please contact the Financial Aid office at 626 396-2215.

### **Minimum GPA for Graduation**

Undergraduate students must have a minimum cumulative GPA of 2.50 to graduate. Graduate students must have a minimum cumulative GPA of 3.00 to graduate.

### **Graduation**

All students must submit an Application for Graduation form to Enrollment Services by Friday of Week 11 of the term prior to the term in which they intend to graduate.

### **Graduation Requirements**

Undergraduate students entering Spring 2002 or later

- BFA programs must complete 135 total units (90 studio units and 45 Humanities & Sciences units).
- BS programs must complete 144 total units (99 studio units and 45 Humanities & Sciences units).

Undergraduate students entering Fall 2014 or later

- BFA programs must complete 120–132 total units (75–87 studio units and 45 Humanities & Sciences units). See individual program requirements for details.

- BS programs must complete 144 total units (99 studio units and 45 Humanities & Sciences units).

### **Participation in the Commencement Ceremony**

Undergraduate students must be on track to complete all requirements for their degree in the commencement ceremony term.

Graduate students must be on track to complete all course requirements for their degree in the commencement ceremony term. Graduate students may participate in the commencement ceremony if they have completed all courses but have not yet completed their thesis. Actual graduation will occur only after all courses and the thesis have been completed. The degree will be awarded and will carry the date of the commencement following the completion of the thesis and all requirements.

### **Graduation Check and Ceremony**

During Week 1 of their final term, students must verify their graduation status with the Enrollment Services office to confirm that they have completed all graduation requirements.

Graduating students are required to attend a rehearsal ceremony during the last week of classes. Graduation announcements and graduation information packets are available in the Enrollment Services office.

### **Degrees and Honors**

Undergraduate Students are recommended for baccalaureate degrees and honors by their department, according to the following standards:

- **Cumulative GPA of 3.50 to 3.79:** With Honors
- **Cumulative GPA of 3.80 and higher (with portfolio review and endorsement by the faculty):** With Distinction

Graduate Students are recommended for master degrees with honors by their department, according to the following standard:

- **Cumulative GPA of 3.97 and higher with endorsement by the faculty and chair of their department:** With Distinction

### **ATTENDANCE**

Students' full attendance and participation in class supports the quality of the educational experience for all class participants, particularly in courses that incorporate group work and peer critique. Attendance and participation in class therefore will be

important factors of your grade. Students are expected to attend all enrolled classes regularly and be on time, remaining for the duration of the class period. ArtCenter does not permit students to audit classes (students may not sit in or visit a class in which they are not enrolled, including field trips). A student who is absent due to serious or ongoing medical or personal issues should contact the Center for Student Experience (CSE) as soon as possible for additional advisement in addition to informing their instructor and department representative (chair, director or coordinator).

Students should refer to each class syllabus for specific expectations about attendance, participation, communication with the instructor(s), etc. Please note that for some courses attendance is mandatory, and in these cases missing one class period, including the first class period, may result in a failing grade.

### **Excused Absences**

An absence may be excused by an instructor if there is a medical reason, family emergency or extenuating circumstances beyond the student's control. Note that excused absences are always at the discretion of the instructor(s). Students are advised to contact their instructors as soon as possible (or in advance of missing a class, if possible), using the instructor's preferred method of communication, as a professional courtesy to explain why they have missed or will miss a class. Students who are absent are required to discuss missed content with their instructor as soon as possible. Excused absences do not automatically change any class or college-related requirements or deadlines.

### **Unexcused Absences**

Any absence that is not excused is considered an unexcused absence. Students who are absent are required to discuss missed content with their instructor as soon as possible. If students accumulate unexcused absences, it may culminate in a failing grade at the discretion of the instructor:

- For full-semester (14 week) courses that meet once per week, 3 or more unexcused absences may result in a failing grade of "N" ("Non-Attendance") for failure due to lack of attendance.
- For full-semester (14 week) courses that meet twice per week, 4 or more unexcused absences may result in a failing grade of "N" ("Non-Attendance") for failure due to lack of attendance.
- For courses meeting less than the full (14 week) semester, unexcused absences totaling 20% or more of the course may result in a failing grade of "N" ("Non-Attendance") for failure due to lack of attendance.

Students who stop attending courses will NOT be automatically dropped. In order to drop a course, a student must either drop the course during the Week 1 add/drop period or file to withdraw from the course before the Week 9 deadline. For further information, see the "Add/Drop and Course Withdrawal Policy."

## **Being on Time and Staying in Class**

Showing up to class at the scheduled start time of the course and remaining for the duration of the class period is important to the educational quality of students' learning. If a student arrives late or leaves early without the instructor's permission on more than 3 occasions in a course, the pattern of behavior may constitute unexcused absences at the discretion of the instructor.

- Please note that federal financial aid satisfactory academic progress regulations require successful completion of at least 67% of all units attempted. For further information, please contact the Financial Aid Office.
- For further information about dropping courses and add/drop deadlines, please contact the Enrollment Services Office.
- Please refer to the Add/Drop and Course Withdrawal policies and procedures.

SEE ALSO: "Add/Drop"  
"Course Withdrawal"  
"Non-Attendance Grade"  
"Auditing Classes"  
Financial Aid Policies

## **DEGREES AND HONORS**

Undergraduate Students are recommended for baccalaureate degrees and honors by their department, according to the following standards:

- Cumulative GPA of 3.50 to 3.79: With Honors
- Cumulative GPA of 3.80 and higher (with portfolio review and endorsement by the faculty): With Distinction

Graduate Students are recommended for master degrees with honors by their department, according to the following standard:

- Cumulative GPA of 3.95 and higher with endorsement by the faculty and chair of their department: With Distinction

## **GRIEVANCE PROCEDURE FOR STUDENTS**

### **GRIEVANCE COMMITTEE MEMBERSHIP AND RESPONSIBILITIES**

Depending on the circumstances of the grievance, the Grievance Committee may consist of the Provost, the Associate Provost for Faculty Affairs, the Associate Provost for Student Affairs/Dean of Students and a student appointed by the ArtCenter Student Government President. The Vice President of Human Resources shall serve as a non-voting advisory member.

## INTELLECTUAL PROPERTY POLICY

ArtCenter has established this Intellectual Property Policy to promote a varied and rich educational experience by ensuring that ideas can be freely exchanged, but with an understanding that work product can have value. By attending, teaching at or otherwise being employed by ArtCenter and participating in the educational process, all members of the ArtCenter community agree to abide by this Intellectual Property Policy.

### Definitions

**Student(s):** individuals are considered Students when they are enrolled in “for credit” or “not for credit” courses or classes at ArtCenter whether full-time, part-time, matriculated, or non-matriculated.

**Faculty:** individuals are considered Faculty when employed or otherwise compensated to lecture, teach or develop materials related to “for credit” or “not for credit” courses, classes, or curriculum at ArtCenter. Faculty also includes library faculty, visiting scholars/lecturers, and individuals holding faculty rank and status at ArtCenter while engaged in research or other projects.

**Staff:** all individuals employed by the College, full-time or part-time, and including workers hired on a temporary basis, are considered Staff other than when acting in the capacity of Student or Faculty. Students are considered Staff for works created as part of work-study or teaching assistantship assignments. Staff shall also include all volunteer contractors servicing the ArtCenter community, except for individuals acting within their capacity as members of the Board of Trustees.

**Intellectual Property Rights:** All legally protectable intellectual property rights, including copyright, patent, trademark, service mark, and trade secret, excluding any Use Rights provided under this Intellectual Property Policy.

**Works:** All works of authorship, artistic works, inventions, and other such work products to which Intellectual Property Rights may attach, including:

- **Works:** Works created by faculty or students in the course of their individual scholarly, academic, and artistic pursuits and in the scope of their respective employment or student status at the College, including instructional materials produced by faculty for use in the course of classroom and studio activities, works of art or scholarship produced by faculty or students in the course of classroom and studio activities, and the like.
- **Sponsored Works:** Works created by faculty or students with the sponsorship or other special support of the College or an external entity, including works created in classes sponsored by external entities.

College-Commissioned Works: Works created by faculty or students at the specific request of the College and not in the course of their individual scholarly, academic, and artistic pursuits, including materials created for use in or as special College publications and promotional materials, logos, graphic or other designs, commemorative items, and the like.

- **Administrative and Other Works:** Works created by faculty in the course and scope of their employment other than Scholarly and Artistic, Sponsored, and College-Commissioned Works, including evaluations of student work, correspondence and memos, materials prepared in connection with work on College committees, materials created for use in routine College bulletins, brochures, and catalogs, and the like; and Works created by staff (including student employees) in the course and scope of their employment.

Use Rights: The non-exclusive, royalty-free, perpetual, and irrevocable rights of a specified party to make specified uses of specified Works, with appropriate attribution, in those cases in which the specified party does not exclusively hold the Intellectual Property Rights to those Works, including:

- **Faculty Use Rights:** Use Rights of faculty to make, distribute, display, perform, and otherwise use reproductions of, and make derivative works based on, their own Works for noncommercial educational and scholarly purposes, as examples of their own work, and for purposes of exhibition; and to make photographic or similar representational reproductions of their students' Works, and to distribute, display, perform, and otherwise use those reproductions, for noncommercial educational and scholarly purposes and as examples of their students' work.
- **Student Use Rights:** Use Rights of students to make, distribute, display, perform, and otherwise use reproductions of, and make derivative works based on, their own Works for noncommercial educational and scholarly purposes, as examples of their own work, and for purposes of exhibition.
- **College Use Rights:** Use Rights of the College to make photographic or similar representational reproductions of faculty and student Works located at or made available to the College, and to distribute, display, perform, and otherwise use those reproductions, for the purposes of education and scholarship, exhibition, accreditation, development, alumni relations, promotion, and the like; as examples of faculty and student work; and for inclusion in its permanent collection and/or archives.

Computer Software: Computer software is defined as anything executable in a computer such as, for example, computer programs, source code, source code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated or recompiled, computer data bases and documentation. Computer software is covered separately in ArtCenter's Technology Information Policy.

## Ownership of Work

**General Premise:** Except as otherwise specified in this policy, faculty and students generally retain their rights in anything created while attending or employed by ArtCenter.

**Group Works:** If students create work as a group, the students jointly own the work. Each joint owner will have Student Use Rights. However, any commercialization must be agreed to by all members of the group, including submitting the work for any competitions or contests. No individual member of a group will arbitrarily or unreasonably holdback his or her approval of a license for commercialization or submission.

**Input and Comment:** Recognizing that learning is enhanced by the free exchange of ideas, mere advice, comment or input will not be considered as resulting in any ownership rights in another student's or faculty's work. *As a condition to participating in the academic environment, students and faculty agree that such advice, general ideas and input may be freely used by anyone for any purpose at any time without accounting to, or any obligation to compensate, any of the others as a result of such use.*

**Rights of ArtCenter in Student Work:** ArtCenter will have, without compensation to the student, College Use Rights in works created by students in the course of their studies at ArtCenter.

**Sponsored Works and Other Projects Involving Outside Partners:** In order to provide unique educational opportunities, ArtCenter collaborates with outside partners to support a variety of activities, including, but not limited to sponsored projects, workshops, and funded research. Partners participate in the educational process, either directly or indirectly, creating opportunities for valuable exchange of ideas and perspectives. *As a condition to participating in these projects, faculty and students grant certain rights to ArtCenter and such outside sponsors. Appropriate contractual documents will be deployed on a case-by-case basis. See the Office of Educational Partnerships for more information.*

**Faculty Led Research Not Involving Outside Sponsors:** Work created in faculty-led research projects not involving outside sponsors will be jointly owned by faculty member and student research assistants. ArtCenter will have, without compensation to the faculty or students, College Use Rights in the works created in faculty-led research projects.

**Coursework:** Faculty own the syllabi, lectures and teaching materials they create. ArtCenter will have, without additional compensation, College Use Rights for syllabi, whether or not additional compensation has been given to the faculty member for purposes of developing course or teaching materials. Faculty will not have any

ownership rights in the student work or learning outcomes specified by the course description.

**Lectures:** Faculty and Visiting Lecturers own the contents of their lectures. All public lectures may be recorded provided that a signed release is obtained. ArtCenter's rights to use such lectures shall be governed by the terms of the signed release. Such a release will generally provide that ArtCenter will have, without the payment of compensation, the non-exclusive, royalty-free, perpetual, and irrevocable right to (i) use the recordings and transcripts of the recordings, in whole or in part, for teaching and research purposes; and (ii) to use, reproduce, display and exhibit such lecture, in whole or in part, on its website, and other promotional or educational collateral.

**College-Commissioned Works:** ArtCenter shall own all College-Commissioned Works. Faculty shall not have Faculty Use Rights and students shall not have Student Use Rights in College-Commissioned Works.

**Administrative and Other Works:** ArtCenter shall own all Administrative and Other Works. Faculty shall not have Faculty Use Rights and students shall not have Student Use Rights in Administrative and Other Works.

**Modification by Agreement with Respect to Particular Works:** It is anticipated that the relevant parties may on occasion wish to modify the allocation of ownership and usage rights provided by the general rules with respect to specific Works, particularly in cases involving Sponsored Works. The relevant parties may do so if the party whose normal rights under the applicable general rule would be restricted agrees to the desired modification. If the relevant parties are unable to reach agreement, the allocation of ownership and usage rights provided by the relevant general rule will remain in effect.

## **Brands and Logos**

- **Removal of Brands:** ArtCenter may remove brands from any photographs or other reproductions of branded works that ArtCenter displays, reproduces and/or exhibits in publications about ArtCenter, on its website or otherwise.

## **Online Courses**

Except as otherwise provided by any other policy or in a written agreement signed by ArtCenter and the participating faculty, the faculty retains ownership of materials prepared for ArtCenter Online Courses. ArtCenter may negotiate ownership when significant use will be or has been made of the Institute's resources. If student course work is placed on the ArtCenter Online Courses site based on its College Use Rights, then copyright in the work remains with the student with a perpetual, non-revocable, worldwide license granted to ArtCenter. Faculty and students shall

disclose to ArtCenter whether any of the materials they create are based on the works of others and require licenses to make the material openly available on the Web. ArtCenter will promptly remove any material that is determined to be infringing on the rights of others.

## **Use of Copyrighted Materials**

To teach, members of the ArtCenter faculty often find it necessary to make available to their students copyrighted material other than textbooks. Frequently the best way to do that is to copy such material and distribute it to the students. Additionally, student may need to use copyrighted material to prepare coursework or other projects to complete assigned tasks. The Copyright Act of 1976, 17 U. S. C. § 1 et seq. (effective January 1, 1978), provides for duplication of copyrighted materials of others where the copying is considered a “fair use” of the material.

To facilitate legitimate copying by ArtCenter faculty, staff and students within the purview of the Copyright Act while carrying out educational, research, creative and scholarly pursuits, ArtCenter is publishing this copyright policy statement. This statement presents ArtCenter College of Design's criteria for copying copyrighted materials.

### **1. Policy Statement and Regulatory Compliance,**

- It is the policy of ArtCenter College of Design that all members of the ArtCenter community must comply with United States Copyright Law.
- Copyrighted materials may be copied freely by the owner of the copyright on the materials.

### **2. Fair Use Standards**

- Faculty, staff and students are permitted to use and duplicate copyrighted materials of other parties for educational and classroom uses, provided such activities are within the fair use standard, 17 U. S. C. § 107. The fair use standard requires consideration and balancing by ArtCenter faculty, staff and students of the following factors to determine if duplication or use by a third party constitutes a fair use:
  1. **The purpose and character of the use, including whether the use is of a commercial nature or is for nonprofit educational purposes.**  
Non-profit educational purposes, such as duplication for classroom purposes rather than commercial purposes, often support a finding of fair use.
  2. **Nature of the copyrighted work.**  
Is the work published or unpublished, fact or fiction? Published factual works, such as form books, dictionaries or other factual works, by their nature more readily support a finding of fair use

than do unpublished works or non-factual, fictional, creative works.

3. **Amount and substantiality of the portion used in relation to the copyrighted work as a whole.**

If the portion of the work copied or used in relation to the entire work is quantitatively and qualitatively insignificant that supports a finding of fair use. No specific number of words or percentage copied of the work is set as being permissible. However, see the “safe harbor” guidelines discussed below. Copying of a minor portion of a work may be found to be other than a fair use if the portion constitutes the essence or critical part of the copied or used work.

4. **The effect of the use upon the potential market for or value of the copyrighted work.**

This factor is considered the most important element to be considered under the fair use analysis. Duplication or use of a copyrighted work that is not detrimental to and does not diminish the potential market for the work will support a finding of fair use.

5. **The copyright holder explicitly releases the published materials from strict observance of the law.**

Frequently publishers, particularly association and scholarly publishers, will exempt educational uses of their materials from strict observance of the copyright law. Exemptions must be stated within the published materials. In such cases, it is permissible to copy the materials without permission or recompense, up to and including the limits set by the publishers, even when they exceed fair use requirements. On the other hand, a publisher may not claim rights in published materials, which exceed those established under law. Though such claims may be made, faculty, staff and student are under no legal obligation to follow them.

6. **The faculty, staff or student has obtained the right to use the materials in writing from the copyright holder who has explicitly released them for stated classroom or research purposes.**

Notwithstanding the limitations of the law, publishers generally have established copyright clearance offices and standard practices to allow for educational uses in excess of legal limitations. Frequently, publishers will not ask for payment and all that is required is a written request for permission to use materials for classroom purposes.

1. a). Duplication of materials for profit. b). Duplication of material from published textbooks. c). Duplication of

unpublished materials. d). Duplication of computer software for multiple use. e). Duplication of the same materials for classroom use term after term.

2. The following duplication activity generally will not per se constitute fair use and should not be engaged in by ArtCenter faculty, staff or students without permission from the copyright owner.

### 3. **“Safe Harbor” Guidelines**

- Fair use analysis is, in many circumstances, a complex and difficult analysis. As an alternative, private organizations representing educational institutions, authors and publishers have developed an Agreement On Guidelines For Classroom Copying In Not-For-Profit Educational Institutions With Respect To Books And Periodicals; representatives of music publishers and music teachers have developed Guidelines For The Educational Uses Of Music; and representatives of educational institutions, copyright proprietor and creative guilds have developed Guidelines For Off-Air Recording of Broadcast Programming For Educational Purposes. These three guidelines provide a “safe harbor“ with regard to fair use, in that any copying or use within these guidelines should be well within the limits of fair use, although other broader activities may also be within the fair use doctrine. These three established guidelines are available in the Library, at ArtCenter and on ArtCenter’s Web site.

4. ArtCenter faculty and staff desiring to use copyrighted materials are responsible for ensuring compliance with applicable copyright law, including making an initial good faith determination as to whether or not the desired use falls within the fair use exemption. In the event of genuine doubt regarding the application of copyright law, ArtCenter faculty and staff should consult with the Office of the Provost regarding such matters. ArtCenter does not assume legal responsibility for any independent application of copyright principles made by ArtCenter faculty or staff that are not in good faith or that do not otherwise comply with this policy or the guidance provided by or determinations made by the Office of the Provost. Permissions must be obtained in all instances where ArtCenter faculty or staff determines in good faith that the desired use exceeds fair use or other applicable limitations on the rights of copyright owners.

- If any ArtCenter faculty or staff has reason to believe that the copyright owner will contend that the proposed use exceeds fair use, then, prior to such use or promptly upon learning of the owner's contention, the ArtCenter faculty or staff will notify the Office of the Provost, and the Office of the Provost will make a determination regarding the

proposed use. Faculty and staff will likewise notify the Office of the Provost if they have any reason to believe that there exists any dispute relating to the use or proposed use of copyrighted material, and the Office of the Provost will make a determination regarding the dispute. The Office of the Provost will promptly consider all disputed matters relating to use of copyrighted materials by ArtCenter faculty or staff and will make any determinations required within a reasonable time.

- Students are expected to individually, within the context of the Student Code of Conduct and other applicable ArtCenter Rules and Regulations, act responsibly and ethically by applying fair use principles to the completion of their activities and projects. ArtCenter does not assume legal responsibility for violations of applicable copyright law by students who are not employees of ArtCenter. Students who are employees of ArtCenter and who are acting in their capacity as employees, are subject to all provisions of this Policy relating to faculty and staff.

### **Creating a Course Reader**

It is ArtCenter's policy that all material contained in course readers, must have prior permission from copyright owners.

To create a course reader (more than 50 pages, multiple articles), faculty must submit to the department coordinator collated masters with a bibliography (Reader Worksheet) that contains the following information (if applicable): Author/Editor/Translator of source, ISBN#, Volume, Edition, Publisher and Year, Book/Journal Title, Chapter/Article Name, Author of Article, Starting and Ending pages, and total number of pages. Articles will then be sent for copyright approval, photocopied, and bound. Obtaining such approval may take time, and faculty should submit the proposed course reader sufficiently in advance of the proposed use. Students will be able to purchase the readers in the student store.

### **Derivative Works**

A "derivative work" is a work based upon one or more pre-existing works, such as a translation, musical arrangement, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications which, as a whole, represent an original work of authorship, is a "derivative work".

Faculty and students acknowledge that work done while attending ArtCenter can be the basis for derivative works now and in the future. To that end faculty and students grant to ArtCenter, future faculty and future students the right to prepare or create new versions of any work created while at ArtCenter for non-commercial purposes only under the Creative Commons Attribution Non-Commercial Share Alike 3.0 license. All applicable rights in these derivative works will be vested in the faculty and students that create the derivative work, with proper attribution to the original author.

The development of computer software is not covered under the general intellectual property policy, but is separately addressed in the ArtCenter's Information Technology Policy.

### **ArtCenter Owned Intellectual Property**

The underlying premise and purpose of ArtCenter is not to own the intellectual property of faculty or students but, in some instances, ArtCenter does obtain rights to course materials, and other intellectual property. On a case by case basis ArtCenter may make such intellectual property freely and openly available to others for non-commercial educational purposes, and grant the right to anyone to use the materials, either "as is," or in a modified form under the Creative Commons Attribution Non-Commercial Share Alike 3.0 license ("ArtCenter Creative Common Licensed Materials"). ArtCenter shall clearly identify materials it is making available as ArtCenter Creative Common Licensed Materials, and in such an instance, there is no restriction on how a user can modify such materials for the user's purpose. ArtCenter Creative Common Licensed Materials may be edited, translated, combined with someone else's materials, reformatted, or changed in any other way. However, there are three requirements that a third party user must meet to use such materials:

- **Non-commercial Use of ArtCenter Creative Common Licensed Materials:** Use of ArtCenter Creative Common Licensed Materials is open to all except for persons or profit-making entities who charge a fee for access to educational materials. ArtCenter Creative Common Licensed Materials may not be sold by any nonprofit entity except as permitted under the Commons Attribution Non-Commercial Share Alike 3.0 license .
- **Attribution:** Any and all use or reuse of the material, including use of derivative works (new materials that incorporate or draw on the original materials), must be attributed to ArtCenter and, if a faculty member's or student's name is associated with the material, to that person as well.
- **Share alike (aka "copyleft"):** Any publication or distribution of original or derivative works, including production of electronic or printed class materials or placement of materials on a Web site, must offer the works freely and openly to others under the same terms that ArtCenter first made the works available to the user.

If you would like to use ArtCenter College of Design materials please contact the Office of the Provost.

### **Use of ArtCenter College of Design Name**

“ArtCenter College of Design”, and its logos and seal are trademarks of ArtCenter College of Design. Except for purposes of attribution as required for materials made available under our Creative Commons License, no person or entity may use ArtCenter’s names or logos, or any variations thereof, without prior written consent of ArtCenter. ArtCenter prohibits the use of its name in any of its forms and ArtCenter’s seals or logos for promotional purposes, or in any way that deliberately or inadvertently claims, suggests, or in ArtCenter’s sole judgment gives the appearance or impression of a relationship with or endorsement by ArtCenter College of Design.

### **Citation Policy**

If you reuse or repost ArtCenter materials you must give proper attribution to the original ArtCenter faculty or student author(s). Please utilize the following citation:

[Name], [Course Title], [Term]. (ArtCenter College of Design, Pasadena, California), [URL] (Accessed [Date]). License: Creative commons BY-NC-SA

Example:

Jane Doe, Advanced Graphic Studio 1, Spring 2010. (ArtCenter College of Design), <http://www.artcenter.edu/catalog/> (Accessed February 24, 2010). License: Creative commons BY-NC-SA

### **Procedures**

This policy will be administered by the Office of the Provost. The Office of the Provost will establish reasonable procedures to be adopted by the College to ensure compliance with this policy, including a procedure for considering in a timely manner any questions, objections, complaints, or other challenges arising from or relating to this policy. The Office of the Provost will also create and maintain a set of “Frequently Asked Questions” providing additional information about specific applications of this policy and about intellectual property law and rights generally.

This policy is complete and effective as of the publication date set out above, and may be amended from time to time by ArtCenter in consultation with faculty and staff. This policy and all amendments will be published by and made available through the Office of the Provost. Amendments will be effective as of their date of publication.

## **INTERNSHIP TERM**

An Internship Term allows a student to be enrolled at Art Center while completing an internship experience off-campus, and taking no other classes that has been approved by Career + Professional Development (CPD). Internship Terms allow students to earn three (3) or six (6) units per semester. Students may enroll in an Internship Term for up to two (2) semesters during their course of study at Art Center for a maximum of 12 units of credit applied toward a student's graduation requirements. Internship Terms are available to undergraduate students with a minimum of 70 completed units and to graduate students with a minimum of 30 completed units. Students who are approved for a three-unit or six-unit internship are charged tuition on a prorated basis, per unit. Students may not register for an Internship Term in their final/graduation semester.

To enroll in an Internship Term, students must submit an approved Internship Registration form to Enrollment Services by Friday of Week 1 of the Internship Term. During an Internship Term, students may not enroll in additional courses, and can only be enrolled for a three-unit or six-unit internship officially approved through CPD. Students who wish to enroll in additional courses and earn credit through an internship should be enrolled full time (12 or more units) or in an approved Art Center Lite term (if enrolled in less than 12 units). All internships registered through CPD will be noted on the academic transcript'

This policy does not apply to students who are employed off-campus for no course credit.

International students studying on F-1 visas must verify their eligibility to register for any internship with the International Student Advisor (ISA) in the Center for the Student Experience (CSE). If the internship is located in the United States, international students must be enrolled either full-time or in an Internship Term to engage in any internship experience off-campus. They must also get Curricular Practical Training (CPT) employment authorization from the ISA in the CSE before starting an internship, in order to comply with U.S. immigration laws. Failure to follow these steps may have serious consequences for international students, including the possible cancellation of the F-1 visa.

## **INTERNSHIP PROGRAM**

Internships are valuable, educational experiences that provide students with opportunities to gain practical hands-on work experience under the supervision of professional artists or designers in their field. These opportunities occur in an off-campus professional workplace environment and supplement what a student is learning in the formal curriculum of his or her major/department. Internships are planned in advance and include work expectations and learning outcomes that can be measured and evaluated at the conclusion of the internship. Internships should provide students with the opportunity to grow creatively, gain confidence in their abilities, build their

professional network and diversify their skill set. The Internship Program is managed by Career + Professional Development (CPD).

### **Student Eligibility**

Undergraduate students having completed a minimum of 70 units and graduate students having completed a minimum of 30 units, who are in good academic standing (2.5 GPA for undergraduate students and 3.0 GPA for graduate students) are eligible to register an internship for academic credit through CPD. (Eligibility may vary depending on a student's academic program.)

### **Internship Eligibility**

An internship must be registered through CPD and meet the following criteria in order to receive academic credit:

- The number of units that can be requested for the internship is determined by the terms of employment stated in the employer's offer letter:
  - 3 units = Minimum of 12 internship hours per week or 126 hours per term
  - 6 units = Minimum of 24 internship hours per week or 252 hours per term
- Six (6) units is the maximum that may be earned per internship, per term and a maximum of twelve (12) internship units may be applied toward a student's graduation requirements. Exceptions to these limits may be approved by the student's Department Chair and Enrollment Services for special circumstances.
- The compensation for all internships should be at least minimum wage.
- The duration of the internship must be at least 10 weeks and fall within the dates of the term in order to mirror a student's academic experience.
- Students may not register an internship for the same position at the same company with the same learning outcomes for more than two (2) consecutive terms. Any exception to this limit must be approved by the student's Department Chair.

### **Grading Requirements**

Internships provide students with the opportunity to broaden and develop their professional behavior, in addition to enhancing their skill set. Academic credit for internships will be assigned by the student's Department Chair and will be awarded only on a Satisfactory/Unsatisfactory basis. To receive a Satisfactory grade for an internship course, the student must satisfy the expectations and requirements outlined below.

Students engaging in internships are expected to practice general professional behavior at their internship sites, including:

- abiding by the professional practices and workplace culture of the internship site;
- fulfilling the duties and responsibilities outlined in the offer letter and expected by the employer;
- successfully completing all agreed upon hours by setting up and adhering to a work schedule;

- maintaining open communication with regard to schedule changes, running late, or any other concern that may arise; and
- practicing strong interpersonal skills and working well with others.

The student must also submit the following completed documents to the Internship Specialist by the deadline designated by CPD:

1. A monthly log of hours signed by the internship site supervisor;
2. Final Intern Evaluation of the Student (to be completed and submitted by the employer; student is not permitted to submit this evaluation on behalf of the employer);
3. Internship Reflection (to be completed and submitted by the student); and
4. Any other requirements authorized by the Department Chair (e.g., final presentation, review of internship work products).

The Internship Specialist will then submit these documents to the appropriate Department Chairs or the designated faculty member, who will award a grade of Satisfactory or Unsatisfactory to the student.

### **Application Process**

- Students must register their internships by Friday of Week 1 of the term in which they are completing their internship, in order to align with the College's add/drop deadline. Internship registrations attempted after this deadline will not be accepted.
- Registration forms are available in CPD and can be accessed through Inside ArtCenter.
- Students must meet with their Department Chair OR the designated department representative, who will assist the student with the development of learning objectives and will sign their form.
- International students studying on F-1 visas must verify their eligibility to register for any internship with the International Student Advisor (ISA) in the Center for the Student Experience (CSE). If the internship is located in the United States, international students must be enrolled either full-time or in an approved Internship Term to engage in the internship experience off campus. They must also get Curricular Practical Training (CPT) employment authorization from the ISA in the CSE before starting an internship, in order to comply with U.S. immigration laws. Failure to follow these steps may have serious consequences for international students, including the possible cancellation of the F-1 visa.
- Students must submit the completed Internship Registration form to the Internship Specialist for final approval.
- Both interns and internship site supervisors will be required to sign a document, agreeing to the guidelines of CPD's Internship Program.
- The College will not approve retroactive credit for internships, nor will it accept petitions requesting retroactive credit for internship.

## **REGISTRATION**

Registration will open during Week 12 of each term for the next term and will remain open for enrollment and Add/Drop through Friday of Week 1. Students must resolve all restrictions and pay all outstanding balances and fines to register.

Students planning to take a term off must submit a completed Leave of Absence form to Enrollment Services. Students receiving financial aid must meet with a financial aid officer before submitting the Leave of Absence form to Enrollment Services. International students must have the Leave of Absence form approved by the International Student Advisor in the Center for the Student Experience prior to submitting the form to Enrollment Services.

Students planning to take an ArtCenter Lite term must submit the Request for an ArtCenter Lite form to Enrollment Services by 4 p.m. on Friday of Week 1.

ArtCenter requires full payment of tuition and fees each term by Friday of Week 1. An extended payment schedule is available from the Cashier's Office. Students who fail to pay their balance by Friday of Week 10 will have an Accounting Restriction/Hold placed on their account that will prevent them from registering for classes online for the following term. Students will regain eligibility to enroll for classes for the next term once the balance is paid in full. If the balance is not paid by 3 p.m. on Friday of Week 1 (the Add/Drop deadline), they will be ineligible to enroll and will NOT be able to attend classes, even if they pay the balance in full. This policy applies to all students, regardless of whether payment was to be made from financial aid or from personal resources.

### **Priority Registration**

ArtCenter reserves the right to assign priority registration status (i.e., first available access to register for classes for the following semester) to individual students or to specific groups of students, as determined in consultation with other offices. Examples of priority registration identities may include, but are not limited to: students with disabilities that require such accommodation, students who receive U.S. military veteran educational benefits, ArtCenter Student Government members, etc.

## **PORTFOLIO REVIEW**

To help ensure that all students make appropriate progress in their studies while at ArtCenter, the College has instituted a mandatory portfolio review process for all students.

Each department has established its own system of portfolio review, specifying at which points in a student's program the review process will take place. The review process identifies areas of needed development so that a program of remedial coursework and

activities can be designed to help students achieve their objectives. Portfolio reviews serve as important developmental milestones for students; a student's failure to participate fully in the review process may result in dismissal.

Students should check with their Department Chairs for scheduling and procedures for portfolio review.

## **EXCHANGE AND STUDY AWAY PROGRAMS PROGRAM CANCELLATION POLICY**

Student safety is of critical importance. The College reserves the right to cancel any exchange or study away program in a location that is considered unsafe by the Study Away Emergency Response Team (SAERT) or for which the U.S. Department of State has issued a Travel Warning. SAERT regularly reviews information provided by the U.S. Department of State and monitors other sources, such as announcements from the Overseas Security Advisory Council (OSAC), for information about the countries where Art Center students are or will be studying.

Should a program cancellation become necessary for safety reasons, an emergency, or for reasons beyond the College's control prior to student departure, every effort will be made to refund recoverable costs to participants. The time of program cancellation will determine the actual recoverable costs. The closer the program is to the start date, the less recoverable costs will be available. The Exchange and Study Away office will make its best efforts to notify students of a potential program cancellation as soon as it is known so that other academic options may be considered as a back up.

Should a program cancellation become necessary for safety reasons, an emergency, or for reasons beyond the College's control, after students have arrived overseas, our refund policy is that every effort will be made to refund recoverable costs to the participants. Additionally, the Exchange and Study Away office and academic departments will make every effort to help students complete the academic work from the program and, depending on the circumstances, possibly earn the intended academic credit from the program. Whether or not this is possible depends largely on the particular program, the circumstances of the academic work of the program, and the length of time remaining in the program after the official cancellation date.

Unrecoverable program expenses including, but not limited to, passport and visa fees, vaccinations, housing fees, or airline costs, paid for directly by the student cannot be refunded.

Because full refunds are often not possible, students should consider purchasing trip cancellation insurance that can be obtained through many travel agents or insurance companies. When researching policies, it is important to carefully weigh the cost of the

insurance against the value of travel expenses. Policies vary on what triggers trip cancellation, so students should check with travel insurance providers for more details.

The Financial Aid office will review program cancellations on a case-by-case basis for students who are receiving financial aid.

### **GUESTS PROHIBITED ON STUDY AWAY PROGRAMS**

To maintain the academic, cultural, and logistical integrity of any study program, students are prohibited from inviting any guests to participate on an Art Center faculty led study away program, including staying overnight in program accommodations, whether paying or not. If participating in an exchange program, guest privileges are subject to the partner institution's policies (e.g., residence hall policies).

### **TRAVEL WARNING AND TRAVEL ALERT POLICY**

Students participating in an Art Center study away program to a country on the U.S. State Department Travel Warning or Travel Alert lists are required to complete and submit the Acknowledgement of Risk and Release for Travel Alert/Warning Countries Waiver in addition to the Student Conditions of Participation In International or Domestic Off Campus Program agreement. (Travel Alerts and Travel Warnings can include but are not limited to advisory statements and recommendations or restrictions based on social or political conditions, public health outbreaks, extreme weather hazards, etc.) By signing this waiver, students acknowledge that they have read the Travel Warning or Travel Alert, understand its content, and accept full responsibility for their decision to participate. Students will not be permitted to participate in the travel program if the waiver is not completed and submitted. See also Program Cancellation policy.

### **PROGRAM HOUSING**

Students are required to live in established program housing when it is provided by the College or host institution. The College finds housing partners and accommodations with consideration for cost, health, safety, security, and educational needs of the students and specific study away program.

Housing information will be solicited from students prior to departure; however, we cannot guarantee individual requests and preferences. If a student has a disability that requires specific accommodations, the disability needs to be filed as soon as possible, upon notification of acceptance, directly with the Center for the Student Experience in order for these arrangements to be made. (See also Student with Disabilities section.)

Should a housing conflict arise, we encourage students to bring it to the attention of the faculty leader and/or the Exchange and Study Away office so we may assist in resolving it. If the conflict involves a violation of the Student Code of Conduct or other College

policies, then additional school officials will be called upon to address the conflict as appropriate, following campus procedures.

Students will be responsible for housing damages, lost keys, and any other fees incurred during their stay. The Exchange and Study Away office will notify students of these additional charges that will be applied to the student's account.

If a study away program does not provide housing, the student will accept all associated risks, be solely responsible for all expenses and arrangements related to housing, and be required to provide the Exchange and Study Away Office with the address and contact information of where they will be residing.

### **TRANSPORTATION POLICY**

Traffic-related accidents are the leading cause of student injuries and deaths while abroad. Students are prohibited from driving motor vehicles (including but not limited to scooters, motorbikes, motorcycles, and cars) while participating in an Art Center Study Away Program outside of the U.S. unless they possess a valid driver's license and driver's insurance in the host country. Students should obey all local vehicle and pedestrian laws and use public transit wherever that option exists and is safe. A student's personal liability coverage takes precedence over Art Center liability coverage should a motor vehicle be used.

Exceptions to this policy may be considered for the content of the program curriculum, associated field trips, and supervised projects. All such considerations must be discussed with the academic department and Exchange and Study Away office in advance.

### **PROHIBITION OF DISCRIMINATION, HARASSMENT, and RETALIATION**

ArtCenter College of Design (“ArtCenter” or “the College”) is committed to maintaining an inclusive community that values diversity and fosters tolerance and mutual respect. We embrace and encourage our community differences in Age, Ancestry, Color, Gender, Gender Expression, Gender Identity, Transgender Identity, Genetic Information, National Origin, Marital Status, Medical Condition, Mental Disability, Physical Disability, Race or Ethnicity, Religious Creed (religious belief, observance and practice), Sex, Sexual Orientation, Veteran or Military Status, and other characteristics that make our community unique.<sup>1</sup> All Students have the right to participate fully in ArtCenter programs and activities free from Discrimination, Harassment and Retaliation.

ArtCenter prohibits Discrimination, Harassment and Retaliation of any kind, including Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic

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<sup>1</sup> Key capitalized terms are located under the Definitions section of this Policy. Terms contained within this Policy are intended to be Gender-neutral.

Violence and Stalking against Students by anyone. Such behavior violates this Policy and may also violate state or federal law.

This Policy applies to all unwelcome sex-based and Gender-based conduct; all unwelcome conduct of a sexual nature; all sex Discrimination, including Gender and Transgender identity Discrimination and sexual orientation Discrimination that implicates Gender; and all pregnant and parenting/nursing Discrimination. This Policy further applies to any sex/Gender-based discriminatory stalking, hazing, bullying, arson, vandalism, theft and any other policy violation that is sex/Gender-based that causes a discriminatory effect.

Prohibited sex Discrimination includes Sexual Harassment. Some examples of possible Sexual Harassment include:

- A professor insists that a student have sex with him/her in exchange for a good grade. This is Sexual Harassment regardless of whether the student accedes to the request.
- A female student is repeatedly asked for dates by another female student, despite the first student declining each request and asking the second student to stop contacting her.
- A student repeatedly sends sexually oriented jokes around on an e-mail list s/he created, even when asked to stop, causing one recipient to avoid the sender on campus.
- Explicit sexual pictures are displayed in a professor's office.
- Two students frequently "rate" several students' bodies and sex appeal, commenting suggestively about their clothing and appearance.
- A professor engages students in discussions about their past sexual experiences, yet the conversation is not in any way germane to the subject matter of the class. The professor probes for explicit details, and demands that students answer, though they are clearly uncomfortable and hesitant.
- An ex-girlfriend widely spreads false stories about her sex life with her former boyfriend to the clear discomfort of the boyfriend, turning him into a social pariah on campus.
- Male students take to calling a particular brunette student "Monica" because of her resemblance to Monica Lewinsky. Soon, everyone adopts this nickname for her, and she is the target of relentless remarks about cigars, the president, "sexual relations" and Weight Watchers.
- A male student grabs a female student by the hair, then grabs her breast and puts his mouth on it. While this is Sexual Harassment, it is also a form of Sexual Violence.
- A male student videotaped consensual sexual activity with another male student who was unaware that their sexual activity was videotaped until it was sent to other students as blackmail for refusing additional sexual activity.
- A male student stares at a female student and looks her up and down for a long time while suggestively licking his lips whenever he sees her on campus. The female student avoids certain classes or campus activities because she knows or believes that the male student will be there.

In evaluating complaints, ArtCenter will use the Affirmative Consent standard. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific sexual activity is Sexual Misconduct and constitutes a violation of this Policy, whether or not the sexual activity violates any civil or criminal law. Under this Policy, “No” always means “No,” and “Yes” may not always mean “Yes.” Anything but a clear, knowing and voluntary consent to any sexual activity is equivalent to a “No.”

The College recognizes academic freedom to be integral and vital in the pursuit of truth and education, and supports an environment in which there is free expression and exchange of intellectually diverse ideas and beliefs within a respectful, open-minded and safe context. Intellectual controversy is not discouraged. Faculty and students may at times express views that are controversial and challenge views of others, while valuing the others’ right to free expression as well. The rights of others may not be violated. All members of the ArtCenter community must adhere to all applicable laws, including those related to discrimination, harassment, obscenity, and defamation, and adheres to applicable College policies in the Faculty Handbook.

The College’s Statement on Academic Freedom is listed in the Faculty Handbook, section 4.01, “Academic Freedom.”

If you have questions regarding this Policy, contact the Discrimination, Harassment, Retaliation (DHR) Administrator and Title IX Coordinator, in Human Resources at (626) 396-4348, or [DHR-TIX@artcenter.edu](mailto:DHR-TIX@artcenter.edu) (Directory information is in the Resources section of this document.)

### **Jurisdiction**

ArtCenter shall exercise jurisdiction under this Policy in connection with all academic, educational, extracurricular, and other programs and activities of the College, whether those programs or activities take place at the College’s Hillside or South campus, or at another location if these programs are sponsored by ArtCenter or under ArtCenter’s control.

At its discretion, ArtCenter may respond to complaints of Discrimination, Harassment, Retaliation, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence and Stalking that occur in an off-campus location *and* do not occur within an educational program that is sponsored by ArtCenter or under ArtCenter’s control. ArtCenter may address such complaints such as to prevent any hostile environment from transferring to ArtCenter’s on- or off-campus programs.

### **Guiding Laws**

This policy is established in compliance with the California Equity in Higher Education Act, Title IX, VAWA/Campus SaVE Act, Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975, as amended where applicable, among other applicable state and federal laws.

### **Who’s Covered?**

This Policy covers all Students at ArtCenter. Employees are also covered under Title IX and are subject to its terms. Students who are found to have violated this Policy shall be subject to Discipline commensurate to the violation. Student discipline shall be administered in accordance with the Student Code of Conduct in the Student Handbook.

### **What's Covered?**

ArtCenter prohibits:

**Discrimination**, including **Harassment**, because of any Protected Status, i.e., Age for individuals over 40, Ancestry, Color, Gender, Gender Expression, Gender Identity, Transgender Identity, Genetic Information, Marital Status, Medical Condition, Mental Disability, National Origin, Physical Disability, Race or Ethnicity, Religious Creed (religious belief, observance and practice), Sex, Sexual Orientation, and Veteran or Military Status.<sup>2</sup> It is ArtCenter's policy that no Employee or Student shall be excluded from participation in, or be denied the benefits of, any ArtCenter program or activity because of any Protected Status.

**Retaliation** for exercising rights under this Policy, opposing Discrimination or Harassment because of a Protected Status, or for participating in any manner in any related investigation or proceeding.

**Dating Violence, Domestic Violence and Stalking** are often based on Gender. ArtCenter prohibits all such misconduct whether or not it is based on Gender.

**Sexual Harassment, Sexual Misconduct and Sexual Violence** of any kind, which includes sexual activity or sexual touching that occurs without Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity constitutes Sexual Misconduct and is a violation of this Policy, whether or not the conduct violates any civil or criminal law.

Sexual Harassment may create a sexually hostile environment that affects access to or participation in ArtCenter programs and activities. ArtCenter prohibits all Sexual Misconduct whether or not it also includes Sexual Harassment. Sexual activity includes, but is not limited to, kissing, touching intimate body parts, fondling, intercourse, penetration of any body part and oral sex. Intimate body parts are defined as the genital or anal areas, groin, inner thigh, buttock or breast of any person.

### **Affirmative Consent Standard**

Affirmative Consent means an informed, affirmative, conscious, voluntary and mutual agreement to engage in sexual activity. It is the responsibility of each person involved

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<sup>2</sup> ArtCenter does not unlawfully discriminate against undocumented individuals who are granted driver licenses under section 12801.9 of the California Vehicle Code. Such persons have Protected Status.

in the sexual activity to ensure that s/he has the Affirmative Consent of the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean Affirmative Consent, nor does silence mean Affirmative Consent. Affirmative Consent must be voluntary and given without coercion, Force, threats or intimidation.

The existence of a dating or social relationship between those involved, or the fact of past sexual activities between them, should never by itself be assumed to be an indicator of Affirmative Consent. A request for someone to use a condom or birth control does not, in and of itself, constitute Affirmative Consent.

Affirmative Consent can be withdrawn or revoked. Consent to one form of sexual activity (or one sexual act) does not constitute consent to other forms of sexual activity. Consent given to sexual activity on one occasion does not constitute consent on another occasion. There must always be mutual and Affirmative Consent to engage in sexual activity.

Consent must be ongoing throughout a sexual activity and can be revoked at any time, including after penetration. Once consent is withdrawn or revoked, the sexual activity must stop immediately.

Affirmative Consent cannot be given by a person who is incapacitated. A person is unable to consent when s/he is asleep, unconscious or is incapacitated due to the influence of drugs, alcohol or medication so that s/he could not understand the fact, nature or extent of the sexual activity. A person is incapacitated if s/he lacks the physical and/or mental ability to make informed, rational decisions.

Whether a person who used alcohol or other drugs is incapacitated depends on the extent to which the alcohol or other drugs impact the person's decision-making ability, awareness of consequences, and ability to make informed judgments. A person's own incapacitation from drugs or alcohol does not diminish that person's responsibility to obtain Affirmative Consent before engaging in sexual activity. Under this policy, "No" always means "No," and "Yes" may not always mean "Yes." Anything but a clear, knowing and voluntary consent to any sexual activity is equivalent to a "No."

A person with a medical or Mental Disability may also lack the capacity to give consent. Sexual activity with a minor (a person under 18 years old) is not consensual, because a minor is considered incapable of giving consent due to age.

It shall not be a valid excuse that a person affirmatively consented to the sexual activity if the Respondent knew or reasonably should have known that the person was unable to consent to the sexual activity under any of the following circumstances:

1. The person was asleep or unconscious;
2. The person was incapacitated due to the influence of drugs, alcohol or medication, so that the person could not understand the fact, nature or extent of the sexual activity; or

3. The person was unable to communicate due to a mental or physical condition.

It shall not be a valid excuse that the Respondent believed that the person consented to the sexual activity under either of the following circumstances:

1. The Respondent's belief in Affirmative Consent arose from the intoxication or recklessness of the Respondent;
2. The Respondent did not take reasonable steps, in the circumstances known to the Respondent at the time, to ascertain whether the person affirmatively consented.

### **Mandatory Duty to Report**

Except as provided below, **any** Employee who knows or has reason to know of allegations or acts that violate this Policy shall promptly inform the DHR Administrator and Title IX Coordinator, or designee or the Assistant Dean of Students, or designee. Students who are employed by the College are considered Employees pursuant to the terms of chapter 3 of the Student Handbook.<sup>3</sup>

Employees with a mandatory duty to report are required to disclose all information including the names of the Parties, **even where the person has requested that his/her name remain confidential.** The DHR Administrator and Title IX Coordinator will determine whether confidentiality is appropriate given the circumstances of each such incident.

Under California law, **all** psychotherapists, psychologists, professional clinical counselors and professional counselors are mandatory child abuse and neglect reporters, under the California Child Abuse and Neglect Reporting Act (CANRA), and are required to report suspected child abuse or neglect involving alleged victims, Complainants or Reporting Parties under 18 years of age to local law enforcement or the county welfare department.<sup>4</sup> These professionals will explain this limited exception to victims, if applicable.

Some or all of these professionals may also have reporting obligations under California law to: (1) local law enforcement in cases involving threats of immediate or imminent harm to self or others where disclosure of the information is necessary to prevent the threatened danger; or (2) to the court if compelled by court order or subpoena in a criminal proceeding related to the Sexual Harassment, Sexual Misconduct, Sexual

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<sup>3</sup> All individuals employed by the College full-time or part-time, including workers hired on a temporary basis, are considered Employees unless acting in the capacity of Student. Students are considered Employees for works created as part of Work-Study or teaching assistantship assignments. Employees shall not include individuals acting within their capacity as members of the Board of Trustees.

<sup>4</sup> See Cal. Penal Code §§ 11164-11174.3. See Cal. Penal Code § 11165.7 for a complete listing of mandatory reporters for child abuse and neglect.

Violence, Dating Violence, Domestic Violence or Stalking incident.<sup>5</sup> If applicable, these professionals will explain this limited exception to alleged victims or Complainants.

**Employees Who Do Not Have A Mandatory Duty to Report:** The following Employees are **not** required to report **personally identifiable information** about an incident of Discrimination, Harassment, Retaliation, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence or Stalking to the Director of Diversity, Equity, Inclusion and Title IX Coordinator:<sup>6</sup>

1. Psychotherapists; professional licensed counselors; and licensed clinical social workers who work on campus, acting solely in those roles or capacities as part of their employment, in the provision of mental health treatment or counseling (*and those who act under their supervision, including all individuals who work or volunteer in these centers and offices*); and
2. Campus Security are **not** required to report any **personally identifiable information** about an individual who complains of certain sex offenses,<sup>7</sup> **if the Complainant requests confidentiality**, but must report all known facts of the incident, including the identity of the perpetrator (if known), to the DHR Administrator and Title IX Coordinator.<sup>8</sup>

### **Submitting a Complaint**

Complaints may be made orally or in writing. This procedure provides Students with a process to address alleged violations of this Policy by an Employee (including

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<sup>5</sup> See Cal. Evid. Code § 1035.4.

<sup>6</sup> Employees who do **not** have a mandatory duty to report personally identifiable information are required to report that an incident covered by this Policy occurred. All personally identifiable information is kept confidential, but statistical information must be passed along to Campus Security regarding the type of incident and its general location (on or off campus, in the surrounding area, but no addresses are given) for publication in the Annual Security Report. This report helps to provide the community with a clear picture of the extent and nature of Campus crime, to ensure greater community safety. The information to be shared includes the date, the location of the incident (using Clery location categories) and the Clery crime category. This reporting protects the identity of the victim and may be done anonymously using the procedures in this Policy. Mandated federal reporters include all College Employees with the exception of those specified as not having a mandatory duty to report. Employees with a mandatory duty to report are required to report personally identifiable information of which they are aware.

<sup>7</sup> See Cal. Penal Code § 293; Cal. Gov. Code § 6254(f)(2) (“The name of a victim of any crime defined by Section 220, 236.1, 261, 261.5, 262, 264, 264.1, 265, 266, 266a, 266b, 266c, 266e, 266f, 266j, 267, 269, 273a, 273d, 273.5, 285, 286, 288, 288a, 288.2, 288.3 (as added by Chapter 337 of the Statutes of 2006), 288.3 (as added by Section 6 of Proposition 83 of the November 7, 2006, statewide general election), 288.5, 288.7, 289, 422.6, 422.7, 422.75, 646.9, or 647.6 of the Penal Code may be withheld at the victim's request, or at the request of the victim's parent or guardian if the victim is a minor.”)

<sup>8</sup> Certain Campus officials – those deemed Campus Security Officers – have a duty to report Sexual Harassment, Sexual Misconduct, Dating Violence, Domestic Violence and Stalking for federal statistical reporting purposes under the Clery Act. All personally identifiable information is kept confidential, but statistical information regarding the type of incident, the date, the Clery crime category, and its Clery location category are published in the Annual Security Report. This report helps to provide the community with a clear picture of the extent and nature of Campus crime, to ensure greater community safety.

faculty), another Student or a Third Party. To report alleged violations or to submit a complaint, a Student shall contact the Assistant Dean of Students in The Center for the Student Experience (CSE) or the Director of Public Programs for Students in this program. The date of receipt shall be deemed to be the Complaint submission date. The Assistant Dean of Students or Director of Public Programs may refer the Complaint to the DHR Administrator and Title IX Coordinator for investigation if the Responding Party or Complainant is a College Employee.

The Assistant Dean of Students or Director of Public Programs may refer the Complaint to the DHR Administrator and Title IX Coordinator for investigation if the Responding Party is a Third Party. If appropriate, a referral may be made to an off-campus, qualified investigator.

This procedure provides Employees with a process to address alleged violations of this Policy by an Employee, another Student or a Third Party. To report alleged violations, an Employee shall contact the DHR Administrator and Title IX Coordinator for investigation if the Responding Party or Complainant is a College Employee.

### **Timeline for Submitting a Complaint**

Complaints should be brought forward as soon as possible after the conduct occurs. While there is no stated timeframe for making a Complaint, prompt reporting will better enable the College to respond to the Complaint, determine the relevant issues, and provide an appropriate remedy and/or action. All incidents should be reported even if a significant amount of time has passed. However, delaying a report or Complaint may impede the ability to conduct an investigation or take appropriate remedial actions. There may be applicable statutes of limitations for further criminal or civil enforcement.

### **Complaint Requirements**

To submit a Complaint, the Complainant may contact the Assistant Dean of Students, the Director of Public Programs or the DHR Administrator and Title IX Coordinator pursuant to the procedures to file a Complaint above. A written Complaint is **not** required; however, the Complainant may submit a written Complaint, subject to the following requirements:

1. The Complainant's full name, address (including email address) and telephone number(s);
2. The Complainant's job title, position or Student status;
3. The term and year of the Complainant's most recent active academic status or the term and year in which s/he sought admission to the College, if a Student;

4. The name of the Respondent(s) and job title, position or Student status, if known;
5. The Protected Status that is the basis for any alleged Discrimination, Harassment or Retaliation, the Respondent's activity that is the basis for the alleged Retaliation, or whether Dating Violence, Domestic Violence or Stalking is alleged;
6. A clear, concise statement of the facts that constitute the allegations, including pertinent date(s) and sufficient information to identify any individuals who may provide relevant information during the course of any investigation;
7. A statement verifying that the information provided is true and accurate to the best of the Complainant's knowledge;
8. The full name, address and telephone number of the Complainant's Advisor, if any;
9. The specific harm resulting from the allegations;
10. The specific remedy sought;
11. The Complainant's signature; and
12. The date on which the Complaint is submitted.

### **Intake interview**

The Assistant Dean of Students, the Director of Public Programs or the DHR Administrator and Title IX Coordinator shall meet with the Complainant to receive a verbal report or Complaint. If the Complainant or Reporting Party has submitted a written Complaint, the Assistant Dean of Students, the Director of Public Programs or the DHR Administrator and Title IX Coordinator shall meet with the Complainant as soon as possible, but no later than **three Working Days** after the written Complaint was received. The Complainant shall make him/herself available for this meeting.

The meeting shall serve as the initial intake interview with the Complainant and will:

1. Explain the investigation procedure and timelines, and answer any questions about them;
2. Inform the Complainant of his/her rights, including the right to have an Advisor throughout the process;
3. Provide the Complainant with a copy of this Policy;

4. Discuss Interim Remedies, as appropriate, which may include counseling, academic adjustments, no-contact orders, or other available remedies, in order to protect and support the Complainant during the College's investigation;
5. Inform the Complainant of the right to file a criminal complaint with local law enforcement or with the Office for Civil Rights;
6. Offer to assist the Complainant with filing a criminal complaint;
7. Assure the Complainant that such filing will not significantly delay the College investigation;
8. Provide the Complainant an opportunity to schedule other meeting(s), provide documentary evidence, and accept the Complainant's list of potential witnesses;
9. Advise the Complainant of available resources such as Campus Security, Sexual Assault Victim Advocacy, or psychological counseling center; and
10. Provide **written** information, such as a brochure of resources, to any individual who reports to the College that s/he has experienced Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence or Stalking.

When the process moves from intake to a formal investigation process, prior to, or during the initial interview with the Respondent, the Assistant Dean of Students, the DHR Administrator and Title IX Coordinator, or for Public Programs Complaints, the Associate Provost for Faculty Affairs, shall:

1. Explain the investigation procedure and timelines, and answer any questions about them;
2. Inform the Respondent of his/her rights, including the right to have an Advisor throughout the process;
3. Provide the Respondent with a copy of this Policy;
4. Provide the Respondent with a description of the Complainant's allegations against the Respondent;
5. Provide the Respondent an opportunity to respond to the allegations, including scheduling other meeting(s), accepting documentary evidence, and accepting the Respondent's list of potential witnesses;
6. Advise the Respondent of available resources such as Campus Security or psychological counseling center; and

7. Discuss any Interim Remedies, as appropriate.

### **Advisor**

The Complainant and the Respondent may elect to be accompanied by one Advisor to any meeting or interview regarding the Complaint.

1. The Advisor may be anyone, including an attorney, or, in the case of the Complainant, a Sexual Assault Victim's Advocate, provided the Advisor is not a person with information relevant to the allegations who may be interviewed by the DHR Administrator and Title IX Coordinator, Assistant Dean of Students, Associate Provost for Faculty Affairs or Investigator during the investigation.
2. All Advisors are subject to the same College rules, whether they are attorneys or not. The Advisor is expected to advise ethically, with integrity and in good faith, as follows:
  - a. The Advisor may not present on behalf of the Complainant or Respondent in a meeting or interview.
  - b. The Advisor may not answer questions regarding the subject matter of the investigation for the Complainant or Respondent. However, the Advisor may observe and consult with the Complainant or Respondent and take appropriate action to ensure that the investigation does not violate applicable laws or policies.
  - c. The Advisor may confer quietly with the Complainant or Respondent as necessary, as long as the Advisor does not disrupt the process. For longer or more involved discussions, the Complainant or Respondent and his/her Advisor may request a break or step out of the meeting or interview to allow for a private conversation or caucus, not to exceed 15 minutes.
  - d. The Advisor is expected to refrain from interference with the College investigation and resolution. Any Advisor who steps out of their role in any investigation or meeting under this Policy will be warned once and only once. If the Advisor continues to disrupt or otherwise fails to respect the limits of the Advisor role, the Advisor will be asked to leave the meeting. When an Advisor is removed from a meeting, that meeting will typically continue without the Advisor present. Subsequently, the DHR Administrator and Title IX Coordinator, Assistant Dean of Students, Associate Provost for Faculty Affairs, Investigator, or the College's General Counsel will determine whether the Advisor may be reinstated, may be replaced by a different Advisor, or whether the Complainant or Respondent will forfeit the right to an Advisor for the remainder of the process.
  - e. The College will not provide documentation related to the allegations or the investigation to the Advisor. The Complainant and Respondent

are not restricted from discussing and sharing documentation with the Advisor. The Advisor is expected to maintain the privacy of the records shared with them by the Complainant or Respondent. These records are prohibited from being shared with third parties, disclosed publicly, or used for purposes not explicitly authorized by the College. The College may seek to restrict the role of any Advisor who does not respect the sensitive nature of the process or who fails to abide by the College's privacy expectations.

- f. The College expects an Advisor to adjust his/her schedule to permit attendance at College meetings and interviews when scheduled. The College does not typically change scheduled meetings to accommodate an Advisor's inability to attend.
3. A Complainant or Respondent may elect to change the Advisor during the process, and is not locked into using the same Advisor throughout.
4. The Complainant or Respondent is required to provide written notice of the Advisor's name to the Assistant Dean of Students, Associate Provost for Faculty Affairs, DHR Administrator and Title IX Coordinator or Investigator, who is conducting the investigation at least two business days before the date of their first meeting or interview. The Complainant or Respondent is required to provide a subsequent timely notice to the College Employee who is conducting the investigation if they change the Advisor at any time.
5. The College cannot guarantee equal advisory rights, meaning that if one Party selects an Advisor who is an attorney, but the other Party does not, or cannot afford an attorney, the College is not obligated to provide one.

### **Confidentiality**

Information regarding the Complaint may be shared on a "need to know" basis with other College Employees, and with law enforcement (with the Complainant's written consent), except for some limited exceptions related to Employees who do not have a mandatory duty to report personally identifiable information. The DHR Administrator and Title IX Coordinator shall endeavor to honor any request for confidentiality; however, the DHR Administrator and Title IX Coordinator shall also weigh requests for confidentiality against the College's duty to provide a safe and nondiscriminatory environment for all members of the College community. **Confidentiality, therefore, cannot be ensured.**

The DHR Administrator and Title IX Coordinator has the sole responsibility of receiving and deciding upon all Complainant requests for confidentiality involving cases of Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence or Stalking, and determines if the request can be honored under the facts and circumstances of the particular case. In cases indicating pattern, predation, threat, weapons and/or violence, or a Hostile Environment that permeates the College community, the College will likely be unable to honor a request for confidentiality.

While discretion remains important, Parties are not restricted from discussing and sharing information related to the Complaint with others that may support or assist them in presenting their case.

The DHR Administrator and Title IX Coordinator may consult with the College's General Counsel, the Vice President of Human Resources, the Associate Provost for Faculty Affairs or the Assistant Dean of Students, if applicable.

Confidentiality, as it relates to medical and counseling records, are privileged and confidential documents that students will not be required to disclose.

### **Voluntary Informal Resolution**

Complainants who believe they have experienced Discrimination, Harassment, Retaliation, Sexual Harassment, Dating Violence, Domestic Violence or Stalking under this Policy may initiate the Voluntary Informal Resolution process prior to, or instead of, submitting a Complaint with the DHR Administrator and Title IX Coordinator. The purpose of the Voluntary Informal Resolution process is to explore whether the Complainant's concern can be resolved by the College without an investigation. Under no circumstance shall a Complainant be required to use the Voluntary Informal Resolution process to address prohibited behaviors. Voluntary Informal Resolution includes, but is not limited to, discussion with the Parties, separating physical locations of the Parties, or referring one or more of the Parties to counseling. If Voluntary Informal Resolution is used, the outcome will be placed in writing and provided to both Parties. The matter will then be considered closed. The Complainant may end the Voluntary Informal Resolution process at any time. The Complainant will be provided with information on how to submit a formal complaint.

### **Investigation Procedure**

The Complainant and the Respondent shall have equal opportunities to present relevant witnesses and evidence in connection with the investigation and equal access to information being considered in the investigative process, consistent with FERPA. The College will conduct a fair and impartial investigation to be completed no later than **60 Calendar Days** after the intake interview, unless the timeline has been extended by mutual written agreement by the Complainant and the Assistant Dean of Students, Associate Provost for Faculty Affairs or the DHR Administrator and Title IX Coordinator. The timeline should not be extended for a period longer than an additional **30 Calendar Days** from the original due date. Upon inquiry, the Complainant and Respondent shall be advised of the status of the investigation.

### **Investigation Report**

Within the investigation period stated above, the Assistant Dean of Students, the Associate Provost for Faculty Affairs, the DHR Administrator and Title IX Coordinator or Investigator shall prepare an investigation report. The report shall include a summary of the allegations, the investigation process, the Preponderance of the Evidence standard, a detailed description of the evidence considered, and appropriate findings.

### **Notice of Investigation Outcome**

Within **10 Calendar Days** of issuance of the final investigation report, the Assistant Dean of Students, the Associate Provost for Faculty Affairs or the DHR Administrator and Title IX Coordinator shall notify the Complainant and Respondent in writing and in person of the outcome of the investigation. If an in-person meeting is not possible, a written report will be mailed to the last known address. The Notice shall include a summary of the allegations, the investigative process, the Preponderance of the Evidence standard, the evidence considered, the findings of fact, a determination as to whether this Policy was violated, and if so, any Remedies to be afforded to the Complainant (such as a directive that the Respondent not contact the Complainant). The Notice shall advise the Complainant and Respondent of their right to submit an appeal under this Policy and of the College's no-retaliation policy for having participated in or submitted a Complaint.

### **Submitting an Appeal**

Any Complainant or Respondent may submit an appeal no later than **10 Calendar Days** after the date of the Notice of Investigation Outcome, as follows:

1. The appeal shall be submitted to the Associate Provost for Student Affairs/Dean of Students if the Complainant and Respondent are Students.
2. The appeal shall be submitted to the Managing Director of Public Programs if the Complainant and Respondent are Public Programs Students.
3. The appeal shall be submitted to the Provost if the Complainant is a Student and the Respondent is a faculty member or if the Complainant is a faculty member and the Respondent is a Student.
4. The appeal shall be submitted to the Vice President of Human Resources if the Complainant is a Student or staff member and the Responding Party is a staff member.

### **Written Appeal Required**

The appeal shall be in writing and shall be based on one or more of the appeal issues listed below:

1. New, compelling evidence not available at the time of the investigation; or
2. Evidence of a mistake or fraud in the investigation process, or prejudicial procedural errors impacted the investigation outcome to such a degree that the investigation did not comply with this Policy; or
3. The investigation outcome is unsupported by the evidence, based on the Preponderance of the Evidence standard; or

4. Compelling argument that the sanctions imposed are not consistent with the severity of the violation(s).

### **Issues and Evidence on Appeal**

Both Parties have the right to participate equally in the appeal process even if one Party has not submitted the appeal. The issues and evidence raised on appeal shall be limited to those raised and identified during the investigation, unless new evidence becomes available after the investigation process and is made part of the appeal by the appealing Party. The administrator receiving the appeal may review the investigation file, evidence, policies, and/or conduct an interview, at his/her discretion, with the appealing party to clarify the written appeal, to aide in reaching a decision. Appeals shall be addressed to the applicable administrator identified above:

1. Associate Provost for Student Affairs/Dean of Students, The Center for the Student Experience, Ray Quirolgico, [ray.quirolgico@artcenter.edu](mailto:ray.quirolgico@artcenter.edu), 626.396.2325
2. Managing Director of Public Programs, Dana Walker-Juick, [dana.walker-juick@artcenter.edu](mailto:dana.walker-juick@artcenter.edu), 626.396.2376
3. Provost, Office of the Provost, Karen Hofmann, [karen.hofmann@artcenter.edu](mailto:karen.hofmann@artcenter.edu), 626.396.2352
4. Vice President, Human Resources, Lisa M. Sanchez, [lisa.sanchez@artcenter.edu](mailto:lisa.sanchez@artcenter.edu), 626.396.2210

### **Timeline to Respond to an Appeal**

The administrator conducting the appeal review shall respond to the appealing Party no later than **30 Calendar Days** after receipt of the written appeal unless the timeline has been extended by mutual written agreement of the Complainant and the administrator conducting the review. The extension shall not exceed **10 Calendar Days** from the original due date.

### **Appeal Response**

The Appeal Response shall include a summary of the issues raised on appeal, a summary of the evidence considered, the Preponderance of the Evidence standard, and the determination(s) reached regarding the issue(s) identified within the written appeal. A copy of the final Appeal Response shall be forwarded to the Complainant and Respondent, as well as the DHR Administrator and Title IX Coordinator. The Appeal Response is final and concludes the Complaint and appeal review process under this Policy.

### **General Provisions for Investigation and Appeal Review**

**Impartial Investigations.** All investigations and appeal reviews shall be conducted impartially and in good faith.

**False Statements Prohibited.** A Complainant shall proceed with a Complaint in good faith. A Respondent shall proceed with a response in good faith. A Complainant who knowingly and intentionally files a false Complaint or a Respondent or any individual who is determined to have provided false statements or information during the investigation/appeal review will be reviewed under the College's policies for appropriate action.

**Cooperation in an Investigation.** Students are required to cooperate with the investigation and other processes set forth in this Policy including, but not limited to, attending meetings, being forthright and honest during the process, and keeping confidential the existence and details of the investigation/review. The failure to cooperate with a College investigation may be grounds for discipline. If a Complainant and/or Respondent and/or Witness refuses to cooperate, ArtCenter may draw all reasonable inferences and conclusions on the basis of all available evidence and conclude the investigation/review. A Respondent's refusal to be interviewed or cooperate with the investigation does not stop the investigation. The investigation will continue and the Investigator will reach findings based on the Preponderance of the Evidence gathered during the investigation. Moreover, a Respondent's refusal to cooperate based on a simultaneous criminal prosecution will not delay or halt the College's investigation.

**Duty to Investigate.** The College has an obligation to make reasonable efforts to investigate and address instances of Sexual Harassment, Sexual Misconduct and Sexual Violence when it knows or should have known about such instances, even when a Complainant chooses not to participate in an investigation and to respond to Complaints, reports or information about incidents of Sexual Harassment, Sexual Misconduct and Sexual Violence. The College has a duty to stop prohibited Sexual Harassment, Sexual Misconduct and Sexual Violence; eliminate any hostile environment; take steps to prevent the reoccurrence of Sexual Harassment, Sexual Misconduct and Sexual Violence; and address any effects on Campus from such conduct.

**Reasonable Accommodations.** ArtCenter will provide reasonable accommodations to individuals with a qualified Disability throughout the investigative and appeal process. Reasonable accommodations will be determined by the College following an interactive process with those involved to identify the nature and extent of the restrictions and the appropriate accommodation.

The administrator receiving the Complaint or appeal will provide reasonable accommodations to any Party or witness with a qualified Disability upon request by the person needing the accommodation in accordance with the Student Handbook, ArtCenter at Night Student Guide or Employee Handbook.

A reasonable accommodation may include an extension under these procedures. The timeframe for the investigation and Appeal Response will automatically be adjusted for the time needed, if any, to provide reasonable accommodations.

**Amnesty for Complainant, Reporting Party and Witness.** The College encourages the reporting of violations of this Policy by any Complainant, Reporting Party and witness(es). No Complainant, Reporting Party or witness in investigations or proceedings under this Policy will be subject to discipline by the College for related violations of conduct policies occurring at or near the time of the incident unless the College determines the violation was egregious including, but not limited to, plagiarism, cheating, academic dishonesty, ethical or financial misconduct, or conduct that places the health and safety of any other person at risk.

## **Definitions**

For purposes of this Policy, the following definitions apply:

**Adverse Action** means an action that has a substantial and material adverse effect on the Complainant's ability to participate in a College program or activity free from Discrimination, Harassment or Retaliation. Minor or trivial actions or conduct not reasonably likely to do more than anger or upset a Complainant does not constitute an Adverse Action.

**Advisor:** The Complainant and the Respondent may each elect to be accompanied by an Advisor to any meeting or interview regarding the allegations, including the appeals process. The Advisor may be anyone, including an attorney, or, in the case of the Complainant, a Sexual Assault Victim's Advocate, provided the Advisor is not a person with information relevant to the allegations or a witness who may be interviewed by the DHR Administrator and Title IX Coordinator, the Assistant Dean of Students, the Associate Provost for Faculty Affairs or Investigator during the investigation. The Advisor may not answer questions regarding the subject matter of the investigation for the Complainant or the Respondent. However, the Advisor may observe and consult with the Complainant or Respondent and take appropriate action to ensure that the investigation does not violate applicable laws or policies. See the section on Advisors for more information.

**Affirmative Consent** means an informed, affirmative, conscious, voluntary and mutual agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that s/he has the Affirmative Consent of the other participant(s) to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative Consent can be withdrawn or revoked. Affirmative Consent cannot be

given by a person who is incapacitated. A person with a medical or mental Disability may also lack the capacity to give consent. Sexual activity with a minor (under 18 years old) is never consensual because a minor is considered incapable of giving legal consent due to age. In evaluating Affirmative Consent, a person's past sexual history will typically not be used in determining whether Sexual Harassment, Sexual Misconduct or Sexual Violence occurred. However, history may be relevant under limited circumstances. See the section on Affirmative Consent for more information.

**Age** means how old a person is, or the number of years from the date of a person's birth and is a Protected Status for those 40 years of age or older.<sup>9</sup>

**Appeal Response** refers to the decision provided to the Complainant and the Respondent upon completion of the appeal process provided in the Appeals section.

**Assistant Dean of Students** means the College Employee who functions as the College's Student Conduct Officer, with primary responsibility for coordinating responses to any reports alleging violations of College policies involving Students, including the Student Code of Conduct and this Policy. The Assistant Dean of Students also functions as the Student Disability Services Coordinator in The Center for the Student Experience, who is responsible for providing reasonable accommodations to Students in accordance with the Student Handbook.

**Calendar Days** are defined as Monday through Sunday and include official holidays.

**Campus or College** means ArtCenter College of Design and all properties collectively located on the Hillside and South campuses in Pasadena, California. Specifically, ArtCenter's campus property locations include the following:

Hillside Campus: 1700 Lida Street (including the Ellwood building, Annex, Sinclair Pavilion, parking lots, and immediately surrounding areas).

South Campus: 950 S. Raymond Avenue, 870 S. Raymond Avenue, 888 S. Raymond Avenue, and 1111 S. Arroyo Parkway.

**Complainant** means an individual who submits a Complaint to report an alleged violation of this Policy. It also includes any person who is alleged to have experienced a violation of this Policy in cases where some other person, i.e. the Reporting Party, has made a report on that person's behalf. A Complainant may also be referred to as a Party to the Complaint.

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<sup>9</sup> See 34 C.F.R. § 110.3

**Complaint** means a report of a violation of this Policy or a communication alleging Discrimination, Harassment, Retaliation, Sexual Misconduct, Sexual Harassment, Sexual Violence, Dating Violence, Domestic Violence or Stalking, against an Employee, a Student, or a Third Party.

**Dating Violence** is abuse committed by a person who is or has been in a social or dating relationship of a romantic or intimate nature with the alleged victim or Complainant.<sup>10</sup> This may include someone the alleged victim just met; i.e., at a party, introduced through a friend, or on a social networking website. For purposes of this definition, “abuse” means intentionally or recklessly causing or attempting to cause bodily injury or placing another person in reasonable apprehension of imminent serious bodily injury to him/herself, or another. Abuse does not include non-physical, emotional distress or injury.

**Discrimination, Harassment Retaliation Administrator and Title IX Coordinator)** means the College Employee who is designated to administer this Policy and coordinate compliance with Title IX; VAWA/Campus SaVE Act; the Jeanne Clery Act; and other related state and federal laws prohibiting Discrimination, Harassment and Retaliation, including those based on Gender or Sex, including Sex Discrimination, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence and Stalking. The DHR Administrator and Title IX Coordinator may delegate tasks to one or more designees, provided that any designee shall be properly trained on at least an annual basis on Title IX, investigations and this Policy, and is a management or supervisory Employee or an external consultant. The name of, and contact information for the DHR Administrator and Title IX Coordinator shall be made readily available to the College community.

**Disability** means Mental Disability or Physical Disability as defined in California Education Code § 66260.5 and California Government Code § 12926, and is a Protected Status.

**Discipline** means any disciplinary action taken to correct a violation of the prohibitions against Discrimination, Harassment, Retaliation, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence and Stalking set forth in this Policy. Discipline for Employees includes, but is not limited to, suspension, demotion and termination of employment. Third Parties may be banned from the College until further notice or permanently. Discipline for Students includes, but is not limited to, probation, suspension and expulsion. Suspension of one or multiple terms, expulsion, withdrawal in lieu of suspension or expulsion, and withdrawal with pending misconduct investigation or disciplinary proceeding shall be entered on the Student's transcript permanently

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<sup>10</sup> See Cal. Penal Code § 13700 (b).

without exception; this requirement cannot be waived in connection with any settlement agreement. See the definition of Remedies below.

**Discrimination** means Adverse Action taken unlawfully against a Student, Employee or Third Party by ArtCenter, a Student, Employee, or Third Party because of a Protected Status.

**Domestic Violence** is abuse committed against a Complainant who is a current or former spouse; current or former cohabitant; someone with whom the Respondent has a child; someone with whom the Respondent has or had a dating or engagement relationship; or a person similarly situated under California domestic or family violence law. Cohabitant means two unrelated persons living together for a substantial period of time, resulting in some permanency of relationship. It does not include roommates who do not have a romantic, intimate, or sexual relationship. Factors that may determine whether persons are cohabiting include, but are not limited to: (1) sexual relations between the Parties while sharing the same living quarters; (2) sharing of income or expenses; (3) joint use or ownership of property; (4) whether the Parties hold themselves out as spouses; (5) the continuity of the relationship; and, (6) the length of the relationship. For purposes of this definition, “abuse” means intentionally or recklessly causing or attempting to cause bodily injury or placing another person in reasonable apprehension of imminent serious bodily injury to him/herself, or another.<sup>11</sup> Abuse does not include non-physical, emotional distress or injury.

**Employee** means a person holding a position at ArtCenter. This term includes all staff, whether full-time, part-time, on-call, or temporary, including Students who are employed by the College and acting as staff; all faculty, who are full-time and part-time, such as a Professor/Adjunct Professor, Associate Professor/Adjunct Associate Professor, Assistant Professor/Adjunct Assistant Professor, Instructor, and Visiting Artist. This term does not include Third Parties or volunteers.

**Force** is the use of physical violence and/or physical imposition on a person to make the person engage in activity that is against her/his will. Force may be used to gain sexual access. Force includes, but is not limited to:

1. Threats;
2. Intimidation (implied threats); and
3. Coercion that overcomes free will, or overcomes resistance, or that produces consent.<sup>12</sup> Coercion is unreasonable pressure for sexual activity. Coercion occurs when a person does not affirmatively

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<sup>11</sup> See Cal. Penal Code § 13700(b) and Cal. Family Code § 6211.

<sup>12</sup> For example: “Have sex with me or I’ll hit you.” “Okay, don’t hit me, I’ll do what you want.”

consent to sexual activity and another person continues pressure beyond that point.

There is no requirement for a person to resist any sexual advance or request, but resistance is a clear demonstration of non-consent. The presence of Force or coercion is not demonstrated by the absence of resistance. Sexual activity that is forced is by definition non-consensual, but non-consensual sexual activity is not by definition forced.

A person's use of or incapacitation from alcohol or other drugs will never function to excuse any forceful or coercive conduct that violates this Policy.

Force or coercion may occur regardless of the sexual orientation and/or Gender identity of the individuals engaging in sexual activity if a person's conduct meets the definition of Force or coercion above.

**Gender** means sex, and includes a person's Gender or transgender identity and Gender expression.<sup>13</sup> Gender or transgender identity means a person's identification as male, female, a gender different from the person's sex at birth, non-binary or transgender. Gender expression means a person's Gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth. Sex includes, but is not limited to, pregnancy, childbirth, breastfeeding, or associated medical condition(s).<sup>14</sup> They are Protected Statuses.

**Genetic Information** is a Protected Status and means:<sup>15</sup>

1. The Student, Employee or Third Party's genetic tests.
2. The genetic tests of the Student, Employee or Third Party's family members.
3. The manifestation of a disease or disorder in the Student, Employee or Third Party's family members.
4. Any request for, or receipt of genetic services, or participation in clinical research that includes genetic services, by Student, Employee, Third Party, or by their family member.
5. Genetic Information does not include information about any Student, Employee or Third Party's sex/Gender or Age.

**Harassment** means unwelcome conduct, based on a person's Protected Status, that is sufficiently severe, persistent or pervasive that its effect, whether or not

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<sup>13</sup> See Cal. Educ. Code § 66260.7.

<sup>14</sup> See Cal. Gov. Code § 12926(r); 34 C.F.R 106.40

<sup>15</sup> See Cal. Civ. Code § 51(2)(a) – (c).

intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as limiting her/his ability to participate in or benefit from the services, activities or opportunities offered by the College.

**Hostile Environment.** A Hostile Environment is created when Sexual Harassment is sufficiently severe, persistent or pervasive and objectively offensive that it unreasonably interferes with, denies or limits a person's ability to participate in or benefit from the College's programs based on sex. The conduct does not need to be repetitive, and this is particularly true if the Harassment is physical. If sufficiently severe, a single or isolated incident can create a Hostile Environment. A Hostile Environment may be created not only for the Complainant, but also for others who witness the conduct.

In evaluating the severity and pervasiveness of the conduct, the College considers all relevant circumstances, i.e., the constellation of surrounding circumstances, expectations, and relationships between the Complainant and Respondent. Whether a Hostile Environment has been created depends on the particular circumstances of the incident. Relevant considerations include, but are not limited to:

1. The degree to which the conduct affected one or more person's ability to participate in or benefit from the College's programs based on sex;
2. The type, frequency or duration of the conduct;
3. The identity, age and sex of the alleged harasser and the alleged victim, and the relationship between them;
4. The number of individuals who engaged in the allegedly harassing conduct and at whom the Harassment was directed;
5. The location of the incidents, and context in which they occurred; and
6. Whether other incidents occurred at the College involving different Complainants.

**Investigator** means the person tasked by the College with investigating a Complaint. All Investigators shall receive annual training, and refresher training as needed, regarding such issues as the laws governing Discrimination, Harassment and Retaliation; Title IX and VAWA/Campus SaVE Act; as well as other related state and federal laws prohibiting Discrimination, Harassment and Retaliation based on Gender or sex, including sex Discrimination, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence and Stalking; Complainant, Respondent, Employee and witness privacy rights; and the Family Educational Rights and Privacy Act of 1974 (FERPA). For matters involving sex Discrimination, Sexual Harassment, Sexual Misconduct, Dating Violence, Domestic Violence or Stalking, the Investigator shall also receive annual training on how to conduct an investigation process that protects the safety of the Complainant(s) and the College community.

If the investigation is delegated to an Investigator, the DHR Administrator and Title IX Coordinator shall monitor, supervise and oversee the investigation to ensure that it is conducted in accordance with the standards, procedures and timelines set forth in this Policy.

The Investigator shall not be within the administrative control or authority of any Respondent ArtCenter Employee. The Investigator may be the DHR Administrator and Title IX Coordinator, or designee/neutral third party investigator, or the Assistant Dean of Students, or designee, or the Associate Provost for Faculty Affairs, or designee.

**Marital Status** means an individual's state of marriage, non-marriage, divorce or dissolution, separation, widowhood, annulment or other marital state.<sup>16</sup>

**Nationality** includes citizenship, country of origin, and national origin and is a Protected Status.<sup>17</sup>

**Parties or Party** to a Complaint are the Complainant(s) and the Respondent(s).

**Preponderance of the Evidence** means the greater weight of the evidence, i.e., that the evidence on one side outweighs, preponderates over, or is more than, the evidence on the other side. The Preponderance of the Evidence is the applicable standard for demonstrating facts and reaching conclusions in an investigation conducted pursuant to this Policy.

**Protected Status** includes Age for individuals over 40 years of age, Ancestry, Color, Gender, Gender Expression, Gender Identity, Transgender Identity, Genetic Information, National Origin, Marital Status, Medical Condition, Mental Disability, Physical Disability, Race or Ethnicity, Religious Creed, Sex, Sexual Orientation, and Veteran or Military Status. Protected Status includes individuals who are granted driver licenses under section 12801.9 of the Vehicle Code.

**Quid Pro Quo** Harassment is unwelcome sexual advances, requests for sexual favors, and other verbal, non-verbal, or physical conduct of a sexual nature by a person having power or authority over another. Such conduct constitutes Sexual Harassment when submission to sexual conduct is made either explicitly or implicitly a term or condition of rating or evaluating an individual's educational or employment progress, development or performance. This includes when submission to such conduct would be a condition for access to receiving the benefits of any of the College's educational or employment programs. Examples of Quid Pro Quo Harassment include, but are not limited to:

1. An attempt to coerce or Force an unwilling person into a sexual relationship;

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<sup>16</sup> See 2 Cal. Code Regs §11053.

<sup>17</sup> See Cal. Educ. Code § 66261.5.

2. Subjecting a person to egregious, unwelcome sexual attention;
3. Punishing a refusal to comply with a sexually based request;
4. Conditioning a benefit on submitting to sexual advances;
5. Sexual Violence;
6. Dating Violence or Domestic Violence;
7. Stalking; and
8. Gender-based bullying.

**Race or Ethnicity** includes ancestry, color, ethnic group identification and ethnic background and is a Protected Status.<sup>18</sup>

**Religious Creed** is a Protected Status and includes all aspects of religious belief, observance and practice, and includes agnosticism and atheism. Religious dress and grooming practices, such as wearing religious clothing, head or face covering, jewelry and artifacts, are part of an individual's religious observance or belief.<sup>19</sup>

**Remedies** mean actions taken to correct allegations and/or reported violations of Discrimination, Harassment, Retaliation, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence or Stalking as set forth in this Policy. Remedies can include Discipline or other corrective action. The Assistant Dean of Students, the Associate Provost for Faculty Affairs or the DHR Administrator and Title IX Coordinator shall assist and provide the Complainant with reasonable Remedies as requested throughout the reporting, investigation, appeal, and disciplinary processes, and thereafter.

**Interim Remedies** shall be offered prior to the conclusion of an investigation in order to immediately stop any wrongdoing and/or reduce or eliminate any negative impact, when appropriate. Interim remedies may be made by or on behalf of the Complainant to any College official responsible for Title IX compliance and will not disproportionately impact the Complainant. Persons reporting that they have been the victim of sex Discrimination, Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence or Stalking must be provided reasonable and available Interim Remedies, if requested, regardless of whether the person chooses to report the conduct to local law enforcement, and regardless of whether an investigation is conducted under this Policy. Examples include, but are not limited to:

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<sup>18</sup> See Cal. Educ. Code § 66261.3.

<sup>19</sup> See Cal. Educ. Code § 66262.

1. Issuing a no-contact directive;
2. Offering the option of psychological counseling services;
3. Changes to academic situations;
4. Completing a course and/or courses online (if otherwise appropriate);
5. Academic tutoring;
6. Arranging for the re-taking of a class or withdrawal from a class without penalty; and/or
7. Any measure as appropriate to stop further alleged harm until an investigation is concluded or a resolution is reached.

**Reporting Party** means an individual who submits a Complaint to report an alleged violation of this Policy on behalf of another person who has allegedly experienced a violation of this Policy.

**Respondent** means ArtCenter, an ArtCenter Employee, a Student or a Third Party who is alleged to have violated this Policy.

**Retaliation** means Adverse Action taken against a Complainant because s/he has or is believed to have:

1. Exercised rights under this Policy;
2. Reported or opposed conduct which s/he reasonably and in good faith believes is in violation of this Policy;
3. Assisted or participated in a Policy-related investigation/proceeding regardless of whether the Complaint was substantiated; or
4. Assisted someone in reporting or opposing a violation of this Policy, or
5. Assisted someone in reporting or opposing Retaliation under this Policy.

Retaliation may occur whether or not there is a power or authority differential between the individuals involved.

**Sexual Assault Victim's Advocate** refers to Third Party professionals who support victims of Sexual Harassment, Sexual Misconduct, Sexual Violence, Dating Violence, Domestic Violence and Stalking. They must be certified and have received specialized training to provide advice and assistance including, but not limited to, the provision of information about available options in the Complaint, law enforcement, legal and medical processes, and with emotional and decision-making support. Sexual Assault Victim's Advocates may serve as the Complainant's Advisor and assist in seeking services. They must be committed to maintaining the highest possible level of confidentiality permissible under state and federal laws in their communications with the persons they assist.<sup>20</sup>

**Sexual Harassment** a form of sex Discrimination, is unwelcome verbal, nonverbal or physical conduct of a sex-based and/or Gender-based, or sexual in nature. Sexual Harassment includes, but is not limited to, sexual advances, requests for sexual favors, and any other conduct of a sexual nature where:

1. It is *Quid Pro Quo*, meaning submission to, or rejection of, the conduct is explicitly or implicitly used as the basis for any decision affecting a person's Employee/academic status or progress, or access to benefits and services, honors, programs or activities available at or through the College; **or**
2. The conduct creates a *Hostile Environment* such that it is sufficiently severe, persistent or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Complainant, and is in fact considered by the Complainant, as limiting his or her ability to participate in or benefit from the services, activities or opportunities offered by the College.

Sexual Harassment includes, but is not limited to:

1. Being forced to engage in unwanted sexual contact as a condition of membership in a student organization;
2. Being subjected to video exploitation or a campaign of sexually explicit graffiti;
3. Being exposed to unwanted images of a sexual nature in a classroom that are unrelated to the coursework; or

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<sup>20</sup> See Cal. Evid. Code §§ 1035.2 and 1035.4.

4. Acts of verbal, non-verbal or physical aggression, intimidation or hostility based on Gender or sex-stereotyping, even if those acts do not involve conduct of a sexual nature.

This Policy covers unwelcome conduct of a sexual nature. While romantic, sexual, intimate, personal or social relationships between members of the College community may begin as consensual, they may evolve into situations that lead to Sexual Harassment, Sexual Misconduct or Sexual Violence, including Dating Violence, Domestic Violence or Stalking, subject to this Policy.

**Sexual Misconduct.** Engaging in any sexual activity without first obtaining Affirmative Consent to the specific activity is Sexual Misconduct, whether or not the conduct violates any civil or criminal law.

Sexual Misconduct offenses include, but are not limited to:

1. **Sexual Harassment**, as defined above;
2. **Non-Consensual Sexual Contact** or attempts to commit same, which is defined as any intentional sexual activity or touching, however slight, with or without an object, by a person upon another person that is without consent and/or by Force;
3. **Non-Consensual Sexual Intercourse** or attempts to commit same, which is defined as any sexual intercourse, however slight, with or without an object, by a person upon another person that is without consent and/or by Force; or
4. **Sexual Exploitation** or attempts to commit same, which occurs when one person takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that conduct does not otherwise constitute one of the other Sexual Misconduct offenses. Examples of Sexual Exploitation include, but are not limited to:
  - a. Invasion of sexual privacy;
  - b. Prostituting another person;
  - c. Non-consensual digital, video or audio recording of nudity or sexual activity;

- d. Unauthorized sharing or distribution of digital, video or audio recording of nudity or sexual activity;
- e. Engaging in voyeurism;
- f. Going beyond the boundaries of consent;<sup>21</sup>
- g. Knowingly exposing someone to, or transmitting a sexually transmitted infection (STI), sexually transmitted disease (STD), or human immunodeficiency virus (HIV) to another person;
- h. Intentionally or recklessly exposing one's genitals in non-consensual circumstances;
- i. Inducing another to expose their genitals; and
- j. Sexually based stalking and/or bullying may also be forms of Sexual Exploitation.

Sexual activity or sexual touching includes any physical sexual acts. Such conduct may be unwelcome, such as Non-Consensual Sexual Contact or Non-Consensual Sexual Intercourse. Sexual activity or sexual touching includes, but is not limited to:

1. Kissing;
2. Touching or kissing intimate body parts such as the breasts, groin, genitals, anus, buttocks, mouth or inner thigh, or having another touch you or themselves with or on any of these body parts;
3. Fondling;
4. Penetration of any body part; and
5. Oral sex.

Sexual Misconduct may include using physical Force, coercion, violence, threats or intimidation, ignoring the objections of the other person, causing the other person's incapacitation through the use of drugs or alcohol, or taking advantage of the other person's incapacitation to engage in sexual activity.

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<sup>21</sup> Examples are: 1. allowing another person to hide in a closet and observe consensual sexual activity, or 2. disseminating sexual pictures that were taken with the photographed person's consent, but that person did not consent to the dissemination of those photos.

Men, as well as women and persons who identify as non-binary,<sup>22</sup> can be victims of Sexual Misconduct.

Sexual activity with a minor is never consensual when the Complainant is under 18 years old, because the minor is considered incapable of giving legal consent due to age.

**Sexual Orientation** means one's preference in sexual partners and includes heterosexuality, homosexuality or bisexuality and is a Protected Status.<sup>23</sup>

**Sexual Violence** is a form of Sexual Misconduct that refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent, such as due to the person's age, or use of drugs or alcohol, or because an intellectual or other disability prevents the person from having the capacity to give consent. A number of different acts fall into the category of Sexual Violence, including Non-Consensual Sexual Contact and Non-Consensual Sexual Intercourse.

**Stalking** means engaging in a repeated Course of Conduct directed at a specific person that would cause a Reasonable Person to fear for his/her or others' safety or to suffer Substantial Emotional Distress.<sup>24</sup> For purposes of this definition:

1. **Course of Conduct** means two or more acts including, but not limited to, acts in which the stalker directly, indirectly or through Third Parties, by any action, method, device or means, follows, monitors, observes, surveils, threatens, communicates to or about a person, or interferes with a person's property;
2. **Reasonable Person** means a reasonable person under similar circumstances and with the same Protected Status(es) as the Complainant;
3. **Substantial Emotional Distress** means significant mental suffering or anguish that may, but does not necessarily require medical or other professional treatment or counseling.

**Student** means an applicant for admission to ArtCenter, an admitted ArtCenter Student, an enrolled ArtCenter Student, an ArtCenter Public Programs Student, an ArtCenter Student between academic terms, an ArtCenter graduate awaiting a degree, an ArtCenter student currently serving a suspension or interim suspension, and an ArtCenter Student who withdraws or is withdrawn from the College while a disciplinary matter (including investigation) is pending.

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<sup>22</sup> "Non-binary" is a form of Gender identity that refers to any Gender that is not exclusively male or female. Non-binary individuals may also identify as transgender.

<sup>23</sup> See Cal. Educ. Code § 66262.7.

<sup>24</sup> See Cal. Penal Code § 646.9

**Third Party or Parties** means a person other than an Employee or a Student. Examples include volunteers, independent contractors, non-ArtCenter students, vendors and their employees and visitors.

**Title IX** means Title IX of the Education Amendments of 1972 - a federal law that states: "No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving federal financial assistance."

**VAWA** means the Violence Against Women Reauthorization Act of 2013 (which amends the Jeanne Clery Disclosure of Campus Crimes Statistics Act, commonly known as the Clery Act) (20 U.S.C. 1092(f)), under its Campus Sexual Violence Elimination Act provision (Campus SaVE Act).

**Veteran or Military Status** means service in the uniformed services and is a Protected Status.

**Working Days** are defined as Monday through Friday, excluding all official holidays or College closures.

## Resources

### Campus and Local Resources

1. DHR Administrator and Title IX Coordinator:  
Sadara DeVonne, Esq.  
Human Resources Department  
626.396.4348  
866.489.3018 (EthicsPoint; Anonymous Reports)  
[DHR-TIX@artcenter.edu](mailto:DHR-TIX@artcenter.edu)
2. Director of Campus Security:  
Jim Finch  
Campus Security  
626.396.2225  
[jim.finch@artcenter.edu](mailto:jim.finch@artcenter.edu)
3. Assistant Dean of Students/Director of The Center for the Student Experience:  
Kendra Stanifer  
Center for Student Experience  
626.396.2396  
[kendra.stanifer@artcenter.edu](mailto:kendra.stanifer@artcenter.edu)
4. Associate Provost for Faculty Affairs:  
Ted Young  
Office of the Provost

626.396.4281  
[ted.young@artcenter.edu](mailto:ted.young@artcenter.edu)

5. Managing Director of Public Programs:  
Dana Walker-Juick  
Public Programs  
626.396.2376  
[dana.walker-juick@artcenter.edu](mailto:dana.walker-juick@artcenter.edu)
6. Associate Provost for Student Affairs/Dean of Students:  
Ray Quirolgico, Ed.D.  
Center for Student Experience  
626.396.2325  
[ray.quirolgico@artcenter.edu](mailto:ray.quirolgico@artcenter.edu)
7. Vice President, Human Resources:  
Lisa M. Sanchez, SPHR, SHRM-SCP  
Human Resources  
626.396.2210  
[VPHR@artcenter.edu](mailto:VPHR@artcenter.edu)
8. Provost:  
Karen Hofmann  
Office of the Provost  
626.396.2352  
[karen.hofmann@artcenter.edu](mailto:karen.hofmann@artcenter.edu)
9. Local Police:  
Pasadena Police Department  
207 Garfield Avenue  
Pasadena, CA 91101  
General Contact Number: 626.744.4501  
Non-Emergency Response: 626.744.4241  
Emergency: 911
10. ArtCenter Student Counseling Services:  
Center for Student Experience  
Hillside – Room 200B  
To make an appointment, contact:  
626.396.2323  
[mhcounseling@artcenter.edu](mailto:mhcounseling@artcenter.edu)  
Walk-in appointments available
11. San Gabriel Valley Medical Center: (Sexual Assault Response Team)  
438 West Las Tunas Drive

San Gabriel, CA 91776  
The Sexual Assault Forensic Nurse should be contacted  
prior to arrival  
SART Hotline: 1.877.209.3049  
Available 24 hours per day/365 days of the year

12. Sexual Assault and Domestic Violence Advocacy Services:

Peace Over Violence  
892 N. Fair Oaks Ave  
Pasadena, CA 91103  
[www.peaceoverviolence.org](http://www.peaceoverviolence.org)  
Emergency Hotline: 626.793.3385  
Confidential, Non-judgmental support for emergency,  
advocacy, and referrals

13. Employee Assistance Program: **(Students, please contact CSE for support services)**

Community Action EAP  
Confidential 24-Hour Help Line for Employees:  
1.800.777.9376  
[www.CAEAP.com](http://www.CAEAP.com)

**Outside Resources**

14. Know Your Rights About Title IX (U.S. Department of Education, Office for Civil Rights):

<http://www2.ed.gov/about/offices/list/ocr/docs/title-ix-rights-201104.html>

15. U.S. Department of Education, Regional Office, Office for Civil Rights:

Joe Barison, PAS  
50 Beale Street, Room 9700  
San Francisco, CA 94105  
Phone: 415.486.5555 or 415.486.5700  
TDD: 877.521.2172  
Fax: 415.486.5719

16. U.S. Department of Education, National Office, Office for Civil Rights:

Mailing Address:  
400 Maryland Avenue, SW  
Washington, D.C. 20202  
General Inquiries: 800.872.5327  
<http://www2.ed.gov/about/offices/list/ocr/index.html>

17. California Coalition Against Sexual Violence:  
1215 K. Street, Suite 1850  
Esquire Plaza  
Sacramento, CA 95814  
Voice: 916.446.2520  
Fax: 916.446.8166  
SMS/Text: 916.905.2272  
<http://www.calcasa.org/>  
General Inquiries: [info@calcasa.org](mailto:info@calcasa.org)
18. Office of Violence Against Women (OVW), United States Department of Justice:  
145 N Street, NE, Suite 10W.121  
Washington, D.C. 20530  
Phone: 202.307.6026  
Fax: 202.305.2589  
TTY: 202.307.2277  
<https://www.justice.gov/ovw>  
[ovw.info@usdoj.gov](mailto:ovw.info@usdoj.gov)
19. National Domestic Violence Hotline:  
i. What is a Healthy Relationship <http://www.thehotline.org/is-this-abuse/healthy-relationships/>  
Hotline: 1.800.799.7233  
Hotline TTY: 1.800.787.3224  
<http://www.thehotline.org/>
20. Office for Victims of Crime, Domestic and Family Violence:  
<http://ovc.ncjrs.gov/topic.aspx?topicid=27>
21. National Institute of Justice, Intimate Partner Violence:  
<http://www.nij.gov/topics/crime/intimate-partner-violence/Pages/welcome.aspx>
22. Centers for Disease Control and Prevention, Intimate Partner Violence:  
<http://www.cdc.gov/ViolencePrevention/intimatepartnerviolence/index.html>

### **What To Do If You've Experienced Non-Consensual Sexual Intercourse, Non-Consensual Sexual Contact, Domestic Violence, Dating Violence, or Stalking**

After an incident of Non-Consensual Sexual Intercourse, Non-Consensual Sexual Contact, Domestic Violence or Dating Violence, the person who experienced this should

consider seeking medical attention as soon as possible at San Gabriel Valley Medical Center (Sexual Assault Response Team) at 1.877.209.3049, 438 W. Las Tunas Drive, San Gabriel. The center is open 24 hours a day, 365 days a year. The Sexual Assault Forensic nurse should be contacted prior to arrival at 1.877.209.3049.

The person should not:

- Bathe or shower
- Use the restroom
- Change clothes
- Comb hair
- Clean up the area where the incident took place
- Move anything the offender may have touched

In California, evidence may be collected even if you choose not to make a report with law enforcement. It is important that a person who has experienced Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact not bathe, douche, smoke, change clothing or clean the bed/linen area where the incident occurred if the incident occurred in the past 96 hours, so that evidence as may be necessary to the proof of criminal activity, may be preserved.

In circumstances of Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact, if the person does not opt for forensic evidence collection, health care providers can still treat injuries and take the steps to address concerns of pregnancy, or STIs or STDs.

Persons who have experienced Non-Consensual Sexual Intercourse or Non-Consensual Sexual Contact, Dating Violence, Domestic Violence and Stalking are encouraged to also preserve evidence by saving text messages, instant messages, social networking pages and other communications, and keeping pictures, logs or other copies of documents – if they have any – that would be useful to ArtCenter’s investigating/adjudicating officials or law enforcement.

ArtCenter strongly encourages all persons to report violations of this Policy, according to the procedures set forth herein. ArtCenter requires that all mandatory reporters report violations of this Policy, according to the procedures set forth herein.

Although ArtCenter strongly encourages all members of its community to report violations of this Policy to law enforcement, it is the person’s choice whether or not to make such a report and the person has the right to decline involvement with the police.

ArtCenter’s DHR Administrator and Title IX Coordinator, in Human Resources, The Center for the Student Experience, the Counseling Center or Campus Security will assist any person in notifying the police. The Pasadena Police Department may also be

reached directly by calling 626.744.4241 or Dispatch at 626.744.4501, or in person at 207 N. Garfield Ave., Pasadena, CA 91101.

Even if the person has not yet decided to report the incident, receiving a forensic medical exam and keeping the evidence safe from damage will improve the chances that the police can access and test the stored evidence at a later date.

A forensic medical exam may be performed at a hospital or other healthcare facility, by a sexual assault nurse examiner (SANE), sexual assault forensic examiner (SAFE) or another medical professional. This exam is complex and, on average, takes three to four hours. While this may seem lengthy, medical and forensic exams are comprehensive because the person deserves and needs special attention to ensure that they are medically safe and protected. In addition, it is important to collect evidence so that if the person chooses to report the incident to the police, they can access the stored evidence.

## **CAMPUS SECURITY POLICIES**

### **1. Crime Reporting and Prevention**

Numerous efforts are made to inform members of the College community in a timely manner about campus crime and crime-related problems. These efforts include Daily Logs and Observation Reports. These logs and reports are distributed by officers to senior administrators and select members of the College community. Copies may be requested from the Office of Campus Safety.

Additionally, in compliance with federal law, ArtCenter prepares an annual report that discloses campus crime and certain security policies, which is available on this website. The crime statistics are compiled using reports made to campus security, deans and other campus officials. A copy of the crime statistics is filed with the U.S. Department of Education and is available at their [website](#).

Regular Campus Safety and Health email alerts also help keep the campus population informed of security issues and possible dangerous situations that arise, such as dangerous weather conditions and wildlife observed on campus.

ArtCenter is aware that crimes may go unreported to law enforcement and strongly encourage our students, staff, faculty and visitors to immediately report any crimes that have occurred within our community to ArtCenter Campus Security officers. To report a crime, unusual situation or event during business hours, contact a Campus Safety officer immediately. Campus Safety personnel are on campus 24 hours a day, seven days a week, including holidays and term breaks.

Campus Safety personnel are stationed at the reception desk of individual buildings on both campuses. You can also contact the main reception line by phone at 626 396-2200.

If you cannot locate an officer, you can contact Campus Safety by calling 626 396-2299, by dialing extension 2211 from an on-campus phone or by using one of the emergency phones, which are located throughout each campus.

Most crimes can be prevented. At ArtCenter, crime prevention is a partnership between the College and its students. You can prevent crime by making safe behavior part of your lifestyle.

The College offers many services to help you stay safe:

1. Campus Safety Escort Program is available in the evenings.
2. Emergency phones, many marked by a blue light, are located throughout each campus and provide a direct link to Campus Safety in an emergency.
3. Campus Safety educates the campus community about preventing crime before it happens.
4. Campus Safety officers enforce school regulations and policies on campus and in the surrounding areas.
5. Campus Safety compiles crime statistics, conducts security surveys and inspects campus grounds to identify and address future security and safety needs.

## **2. Sex Crimes Prevention Act**

The federal Campus Sex Crimes Prevention Act was enacted in 2000. The law requires institutions of higher education to issue a statement advising the College community as to where law enforcement agency information concerning registered sex offenders may be obtained. It also requires offenders, already required by state law to register in a state, to provide notice to each institution of higher education in that state at which the person is employed, carries on a vocation or is a student.

In California, convicted sex offenders must register with their local law enforcement agencies. Commonly called Megan's Law, this law allows the public to access the registry at local law enforcement offices. It also authorizes local law enforcement to notify the public about high-risk and serious sex offenders who reside in, are employed in or frequent the community. Information about the sex offender registry may be accessed online at [meganslaw.ca.gov](http://meganslaw.ca.gov).

## **3. Jeanne Clery Disclosure Act**

The Jeanne Clery Act, a consumer protection law passed in 1990, requires all colleges and universities who receive federal funding to share information about crime on campus and their efforts to improve campus safety as well as inform the

public of crime in or around campus. This information is made publicly accessible through the university's annual security report.

Under the Act, institutions must provide survivors of sexual assault, domestic violence, dating violence, and stalking with options such as changes to academic, transportation, or living, or working situations, and assistance in notifying local law enforcement, if the student or employee chooses to do so. It also provides both parties in a campus disciplinary process certain rights.

Colleges and universities must outline specific policies and procedures within their annual security reports, including those related to disseminating timely warnings and emergency notifications, options for survivors of sexual assault, domestic violence, dating violence, and stalking and campus crime reporting processes.

#### **4. Timely Warning and Emergency Notifications**

Timely warnings are triggered when an institution determines that a crime for which it must report statistics—such as a homicide, sex offense or robbery—presents a serious or continuing threat to students and employees.

Emergency notifications are triggered by a far broader range of potential threats—any significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees on the campus, but not the other Clery public property or non-campus areas. This could overlap and include a Clery crime such as a shooting, but it also covers crimes not reportable under Clery as well as non-criminal incidents, such as an outbreak of a communicable illness, an impending weather emergency or a gas leak. Notifications are to be issued without delay upon confirmation of the emergency by responsible authorities pre-identified by the institution in its annual Clery Act reports.

Campus Security works closely with Facilities in assessing levels of threat. Information is received from various offices/departments. If Campus Security confirms that there is an emergency or dangerous situation that poses an immediate threat to the health or safety of some or all of the College community, Campus Security will collaborate with Facilities or the necessary departments to determine the content of the message and will use the described systems to communicate the threat to the campus community or to the appropriate segment of the community if the threat is limited to a particular campus, building or segment of the population. Campus Security, without delay, will determine the content of the notification and initiate the ENS. The ENS allows authorized personnel to send messages and instructions to ArtCenter community members through landline, cellular phones, text messaging or email within minutes of a critical incident. An immediate alert will be issued to the community, unless issuing a notification will compromise the efforts to assist a victim or contain, respond to or otherwise mitigate the emergency.

ArtCenter community members are encouraged to notify Campus Security of any situation or incident on campus that involves a significant emergency or dangerous situation that may present an immediate or ongoing threat to the health and safety of students and/or employees on campus. Campus Security has the responsibility of responding to, and of requesting the necessary resources, to mitigate, investigate and document any situation that may cause a significant emergency or dangerous situation. Campus Security also has the responsibility to respond to such incidents to determine if the situation does, in fact, pose a threat to the College community. If so, federal law requires that the College notify the campus community or the appropriate people who may be affected by the situation. Campus Security's alerts, email updates and posted bulletins help keep the campus population informed of security issues and possible situations that have arisen, such as dangerous wildlife observed on campus. In the event that a situation arises, either on or near campus, that in the judgment of the Chief of Campus Security, in consultation with the Senior Vice President for Real Estate and Operations, constitutes an ongoing or continuing threat to members of the College community, a "timely warning" notice will be issued. Members of the College community who witness or learn of a crime or other serious incident on or near campus should contact Campus Security as soon as possible. Campus Security will collaborate with administrators to issue safety alerts. Patterns of crime developing within the campus community will be reported by Campus Security to the Pasadena Police Department as soon as possible. Significant crimes or events that occur off campus may pose a concern or serious continuing threat to the College community.

## **5. Annual Security Report**

ArtCenter prepares a report each year in compliance with federal law that discloses campus crime and certain security policies. The crime statistics are compiled using reports made to Campus Safety, the Pasadena Police Department, deans and other College officials. A copy of the crime statistics is filed with the U.S. Department of Education and is available online at [ope.ed.gov/security](http://ope.ed.gov/security).

The Annual Security Report is published annually in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act of 1998. If you are unable to access the online report, you may obtain a copy by contacting the Director of Environmental Health and Safety.

[ArtCenter College of Design 2018 Annual Security Report](#)

## **6. Emergency Response and Evacuation Procedures**

[ArtCenter Campus Emergency Action Plan](#)

## 7. Daily Crime Logs

[Daily Crime Logs – September 2018 \(PDF\)](#)

## 8. Crime Logs

[Crime Logs for 2017 \(PDF\)](#)

[Crime Logs for 2016 \(PDF\)](#)

[Crime Logs for 2015 \(PDF\)](#)

[Crime Logs for 2014 \(PDF\)](#)

### **STUDENT EMPLOYMENT**

All questions about student employment, including federal work-study, should be directed to Financial Aid. The current levels of federal work-study student employment and rates of pay are as follows:

#### Level 1

Entry-level or trainee positions with moderate to low-level responsibilities. Duties include those that can be readily learned with little or no previous experience.

Rate of pay: \$13.25-\$14 per hour

Examples: Library Assistant, Departmental Office Assistant, Media Services Tech., Computer Lab Assistant.

#### Level 2

Requires previous knowledge or experience in the work assignment with moderate skills and responsibilities.

Rate of pay: \$14-\$15 per hour

#### Level 3

This is a specialist position level. Previous knowledge of assigned tasks required. Often requires specialized skills; May require supervising other students.

Rate of pay: \$15-\$16 per hour

Examples: CMTL Assistant, Sewing Lab TA, Models and Props Student Supervisor.

#### Level 4

Community Service: These positions are for Federal Work Study students only.

Rate of pay: \$16 per hour

Examples: Project TRIP, Mentors Program, and Pasadena Learns (Public Library).

### **TOBACCO-FREE AND SMOKE-FREE CAMPUS POLICY (effective January 1, 2019)**

ArtCenter College of Design is committed to providing a safe and healthy working and

learning environment for our students, faculty and staff on its campuses. To that end, it hereby adopts a Tobacco- and Smoke-Free Campus Policy effective January 1, 2019.

ArtCenter adopts this policy to protect the public health and welfare by prohibiting smoking, including the use of electronic nicotine delivery systems (also known as vapes or e-cigarettes), on ArtCenter campuses; to guarantee the right of nonsmokers to breathe smoke-free air, while recognizing that the need to breathe smoke-free air shall have priority over the desire to smoke; and to encourage a healthier, more productive learning environment for all members of our campus community.

### **Policy**

ArtCenter College of Design campuses shall be entirely tobacco- and smoke-free effective January 1, 2019.

The Tobacco- and Smoke-Free Campus Policy applies to all ArtCenter facilities, property and vehicles, owned or leased, regardless of location. No smoking will be allowed anywhere on our campuses, including all indoor and outdoor spaces. This policy applies to all students, faculty, staff and other persons on campus, regardless of the purpose for their visit.

Cigarettes and tobacco products, including but not limited to vapes, electronic cigarettes, cigars, pipes and chewing tobacco shall not be used, sold or distributed as samples on campus grounds, either in vending machines or any area on campus.

No tobacco or electronic smoking device related advertising or sponsorship shall be permitted on ArtCenter property, at ArtCenter-sponsored events or in publications produced by ArtCenter, with the exception of advertising in a newspaper or magazine that is not produced by ArtCenter and which is lawfully sold, bought or distributed on ArtCenter property. Further exceptions exist for the depiction of smoking and tobacco use in artistic works created by students for the purpose of storytelling and character development.

This policy supplements and further restricts tobacco use established in policies issued by the State of California and the City of Pasadena. Questions regarding this policy should be handled through existing departmental administrative channels and administrative procedures.

### **Resources**

In enacting this policy, ArtCenter has ensured our student and employee health insurance plans include cessation resources to support students, faculty and staff who want to quit smoking. Please contact the Center for the Student Experience (CSE) or Human Resources for support.

### **Enforcement**

We are initiating this policy to address the overall health and wellness of our community and its environment. ArtCenter does not require students, faculty and staff to quit using tobacco products; however, we do expect individuals to adhere to the policy while on campus.

While the College's Tobacco- and Smoke-Free Policy is not meant to be punitive, repeat offenses may become a student or employee conduct issue and referred to the Center for the Student Experience (CSE) or Human Resources (HR).

The success of this policy will depend on the thoughtfulness, consideration and cooperation of smokers and nonsmokers alike. All students, faculty and staff share in the responsibility for adhering to and enforcing it.