



# OUR CODE

of Responsibility





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# 1

# INTRODUCTION



**The Code of Responsibility** (the “Code”) exists to support an environment conducive to the mission, vision, and values of Verto Education, Inc. (“Verto” or “Verto Education”). Through this Code, Verto seeks to guide the intentional development of personal responsibility, accountability, and respect for others as participants discover themselves and the world around them. The Code of Responsibility outlines the Responsibilities that participants have to the Verto and local communities.

Participants in Verto Education experiences are expected to behave in a respectful and safe manner towards themselves, other participants, Verto staff, and local communities during the semester. Enforcing shared responsibility helps to maintain successful and meaningful communities and relationships. Participants will be held accountable for their actions and the impacts those actions have on others through the lens of Compassionate Discipline. Compassionate Discipline is a human centered approach to behavioral issues and discipline that uses empathy to promote accountability.

# 2

# VERTO PARTICIPANT RIGHTS

Among other rights, participants have the rights to freedom of expression, press, religion, and assembly. Verto supports every individual's right to freedom of expression consistent with the forum in which the expression is made. Verto also recognizes the importance of fostering a culture of inclusion and civility that is a cornerstone for the accomplishment of its educational goals.

Within the classroom, visual and/or aural demonstrations, depictions, or conduct that may be offensive to an individual will not be restricted when there is a legitimate pedagogical context, such as material having an appropriate connection to course subject matter. Similarly, discourse on topics of political, artistic, or social issues that are conducted consistent with the nature of the forum and reasonable institutional limitations (available space, time, and cultural place) that are clear and unambiguous will be supported.

Participants have the right to be treated fairly and with dignity regardless of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight, or veteran status.

Participants have the right to be protected from capricious decision-making by Verto Education and have access to the Verto policies which affect them. Verto has an enduring commitment to provide participants with a balanced and fair system of resolution. Accordingly, this Code will not deprive participants of the appropriate protections to which they are entitled. This Code is one of Verto's administrative procedures and should not be equated with procedures used in civil or criminal court.

## **ACCOMMODATIONS FOR QUALIFIED INDIVIDUALS WITH A DISABILITY**

All requests for reasonable accommodations must be made through the Dean of Students or designee. All accommodation requests must be made in a timely manner. To do so, participants should email the Dean of Students at [deanofstudents@vertoeducation.org](mailto:deanofstudents@vertoeducation.org) upon receipt of their notice of meeting.

# 3

# PARTICIPANT RESPONSIBILITIES



The most important element of a safe and successful experience is the mindful decision-making, situational awareness, and management of personal risk by the participant. At all times participants are responsible for their actions and behaviors, the impacts they have on others, and the consequences of their decisions. Persistent misconduct or disregard for personal safety, where other interventions and disciplinary actions have failed to bring about cooperation and behavior aligning with the Code, will result in outcomes pursuant to the Code up to and including dismissal.

# 4

# SEXUAL & GENDER - BASED MISCONDUCT

Verto is committed to supporting participants and upholding our non-discrimination policy. Under Title IX, discrimination based on sex and gender is prohibited. Though Title IX does not directly apply to Verto given that experiences are operating internationally, Verto still has a process and procedure outlined in the Code for incidents of sexual and gender-based misconduct. If a participant experiences an incident of sex or gender-based discrimination, Verto encourages them to report it. Participants do not have to go through the experience alone. Assistance and resources are available, and individuals are not required to make a formal complaint or participate in an investigation to access them.

If at any point during the semester, participants have a need to report any inappropriate activity, want to share something privately, or have a grievance, they may notify their Program Director or Student Life Coordinator or email [deanofstudents@vertoeducation.org](mailto:deanofstudents@vertoeducation.org).

## DEFINITION OF CONSENT

Consent is a voluntary, informed, and freely given agreement, through words and/or actions, to participate in mutually agreed-upon sexual acts. Consensual sexual activity happens when each partner willingly and affirmatively chooses to participate in each sexual act.

In evaluating whether consent has been freely given, Verto will consider the presence of any force, threat of force, or coercion; whether the complainant had the capacity to give consent; and, whether the communication (through words and/or actions) between the parties would be interpreted by a reasonable person as a willingness to engage in a particular sexual act.

Consent cannot be gained by force or coercion or by taking advantage of another person's incapacitation. Force is the use or threat of physical violence or intimidation to overcome an individual's freedom of will to choose whether or not to participate in sexual activity. Coercion is conduct, including intimidation and/or expressed or implied threats of immediate or future physical or other harm to the complainant or others, that would reasonably place an individual in fear and that is employed to compel someone to engage in sexual activity.

**IMPORTANT POINTS REGARDING CONSENT INCLUDE:**

- A person who initiates a specific activity is responsible for obtaining consent for that activity.
- Consent to engage in one sexual activity is not consent to engage in a different sexual activity or to engage in the same sexual activity on a later occasion.
- Consent can be withdrawn or modified at any time, and sexual contact must cease immediately once consent is withdrawn.
- Consent cannot be inferred from silence, passivity, or lack of resistance; relying solely upon non-verbal communication can lead to a false conclusion about whether consent was sought or given.
- Consent is not to be inferred from an existing or previous dating or sexual relationship. Even in the context of a relationship, there must be mutual consent to engage in any sexual activity.
- Consent to engage in sexual activity with one person is not consent to engage in sexual activity with any other person.
- Consent must be sought and obtained by all parties engaging in sexual activity regardless of gender identity or expression.

Incapacitation (Incapacitated) means a person's inability, temporarily or permanently, to communicate a willingness to participate in an activity (e.g., sexual contact or sexual penetration) because of mental or physical helplessness, sleep, unconsciousness, or other lack of awareness that the activity is taking place.

Incapacitation can be voluntary or involuntary. Signs of incapacitation may include, without limitation: sleep; total or intermittent unconsciousness; lack of control over physical movements (e.g., inability to dress/undress without assistance; inability to walk without assistance); lack of awareness; vomiting; incontinence; unresponsiveness; and inability to communicate coherently. Incapacitation is an individualized determination based on the totality of the circumstances. Alcohol and drugs may be causes of incapacitation.

**In evaluating consent where the question of incapacitation is at issue, Verito considers two questions:** (1) did the person initiating sexual activity know that the other Party was incapacitated, and if not, (2) should a reasonable person, in the same situation, have known that the other Party was incapacitated? If the answer to either question is yes, then there has not been consent.

One should be cautious before engaging in sexual activity when either party has been drinking alcohol or using other drugs. The use of alcohol or other drugs can lower inhibitions and create an atmosphere of confusion about whether consent is effectively sought and freely given. If there is any doubt as to the level or extent of one's own or the other individual's intoxication or incapacitation, the safest course of action is to forgo or cease any sexual contact.

# 5

# PROHIBITED CONDUCT

Each of the actions described in this section below shall be prohibited and constitute a violation of the Code.

- 1. Academic Requirements to remain on location** - Failing to uphold academic standards as required by Verto's academic provider, the University of New Haven's Academic policies including, but not limited to, maintaining minimum required credit hours (12 cr/semester), and maintaining satisfactory academic progress. This includes meeting all obligations for immigration and visa requirements to stay in full-time student status while studying abroad.
- 2. Acts of Harm**
  - 2.1 Physical Violence** – Physical violence against another individual. This may include but is not limited to faculty, staff, participants, and local residents.
  - 2.2 Fear/Risk** – Placing an individual in fear of imminent physical injury or danger or at risk of imminent physical injury or danger.
  - 2.3 Harassment/Bullying** – Engaging in unwelcome conduct directed toward a particular individual or identifiable group of individuals through any action, method, device, or means that would cause a reasonable individual to suffer substantial emotional distress and that actually causes the person to suffer substantial emotional distress.
  - 2.4 Discriminatory Harassment** – Engaging in unwelcome conduct directed toward a particular individual or identifiable group of individuals based upon the target individual's actual or perceived race, color, religion, age, national origin, sexual orientation, gender, ethnicity, disability, or veteran status through any action, method, device, or means.
  - 2.5 Relationship Violence** – Engaging, attempting to engage, or assisting another in engaging in relationship violence, which includes:
    - 2.5.1 Dating Violence** – Committing violence against an individual with whom the participant is or has been in a social relationship of a romantic or intimate nature. The existence of such a relationship may be determined based on a consideration of the following factors: (a) the length of the relationship; (b) the type of relationship; and (c) the frequency of interaction between the individuals involved in the relationship. Dating violence includes, but is not limited to, sexual or physical abuse or the threat of such abuse.
    - 2.5.2 Domestic Violence** – Committing violence that may constitute a felony or misdemeanor crime of violence against an individual (a) who is a current or former spouse or intimate partner; (b) with whom the participant

shares a child in common; (c) with whom the participant cohabitates or has cohabitated as a spouse or intimate partner; (d) who is similarly situated as a spouse under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred; or (e) who is a youth or adult and is protected from that participant's acts under the domestic or family violence laws of the jurisdiction in which the crime of violence occurred.

**2.6 Stalking** – Engaging in a course of conduct (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, or communicates to or about an individual, or interferes with an individual's property) directed at a specific individual that would cause a reasonable individual (under similar circumstances and with similar identities to the victim) to (a) fear for their safety or the safety of others or (b) suffer substantial emotional distress.

### 3. Alcohol and other Drugs

**3.1 Alcohol Possession/use** – Possession or use of alcohol where you are prohibited from doing so (including but not limited to dry campuses).

**3.2 Alcohol Abuse/misuse** - Excessive consumption of alcohol and/or combining alcohol with other substances which disrupts participation in the Verto experience.

**3.3 Drug Possession/use** – Possession or use of physically or cognitively altering substances. This includes but is not limited to, cannabis (where it is not permissible including any Verto premises), cocaine, opiates and other illegal drugs as well as misusing legally prescribed medications.

**3.4 Drug Sale or Distribution** – Selling or distributing physically or cognitively altering substances. This includes but is not limited to sharing or selling of legally prescribed medications.

**3.5 Driving under the Influence** – Driving under the influence of alcohol or drugs.

### 4. Assisting in Prohibited Conduct

**4.1** Assisting in any behavior or activity that violates Verto policy or law.

### 5. Disorderly Conduct

**5.1 Disturbance** – Creating a disturbance, including, but not limited to, fighting, creating the threat of imminent fighting or other violence, drunk and disorderly conduct, or generally engaging in objectively disruptive behavior.

**5.2 Disruption of Classroom Environment** – Engaging in conduct that objectively disrupts or interferes with the normal functions of a class, including, but not limited to, failure to conform to the instructor's announced expectations for classroom decorum.

**5.3 Disrespect** – Insulting local individuals, intentional or negligent infringement of

cultural standards, loud or inappropriate behavior that disrupts local harmony. Disrespect in the form of verbal or physical abuse towards Verto staff members is also prohibited.

## 6. Failure to Comply

**6.1** Failing to comply with the reasonable directions of or meeting requests by Verto officials, including, but not limited to, Program Managers, Student Life Coordinators, Verto partner staff or other designated security or law enforcement agents, acting in performance of their duties (this includes violations of no contact directives and violating proposed sanctions).

## 7. False Information

**7.1 False Report** – Initiating or causing to be initiated any false report, warning, or threat of fire, explosion, or other emergency.

**7.2 Furnishing** – Furnishing false information to Verto.

**7.3 Forging** – Making, possessing, or using any falsified document or record.

## 8. Fire Safety

**8.1 Setting a Fire** – Setting, attempting to set, or assisting in setting a fire without authorization or in a manner that creates a safety hazard.

**8.2 Misusing Equipment** – Misusing, tampering with, or damaging fire safety equipment, including, but not limited to, fire extinguishers, smoke detectors, emergency exit signs, or sprinkler systems.

## 9. Hazing

**9.1** Any activity related to membership in a group or team that may demean, disgrace, or embarrass a person or that risks endangering the mental, physical, or emotional health of a person, regardless of whether such person has agreed to participate in the activity.

## 10. Retaliation

**10.1** Retaliating against an individual who has engaged in protected activity, including, but not limited to, reporting an alleged violation.

## 11. Sexual Misconduct

**11.1 Sexual Act without Consent** – Engaging, attempting to engage, or assisting another in engaging in any sexual penetration (anal, oral, or vaginal), however slight, with any object, without Consent.

**11.2 Sexual Contact without Consent** – Deliberately touching, attempting to touch, or

assisting another in touching an individual's intimate parts (including genitals, groin, breast, mouth, buttocks, or any other orifice or clothing covering any of those areas), touching an individual with one's intimate parts, or causing an individual to touch their own or another individual's intimate parts, without Consent. Sexual contact includes any intentional bodily contact in a sexual or unwanted manner, even if the contact does not involve contact with intimate parts.

**11.3 Sexual Exhibitionism without Consent** – Engaging, attempting to engage, or assisting another in engaging in a sexual activity or exposing one's intimate parts (including genitals, groin, female breast [other than when breastfeeding a child], or buttocks) in the presence of others without their Consent.

**11.4 Sexual Exploitation without Consent** – Taking, attempting to take, or assisting another in taking sexual advantage of an individual without their Consent for one's own advantage or benefit or to benefit or advantage anyone other than the one being exploited, and the behavior does not otherwise constitute one of the other sexual misconduct offenses described herein. Sexual exploitation includes, but is not limited to, prostituting an individual; recording, photographing, or distributing identifiable images of a private sexual activity and/or the intimate parts (including genitals, groin, breasts, or buttocks) of an individual; allowing a third party to observe private sexual activity; engaging in voyeurism; or otherwise invading sexual privacy.

**11.5 Sexual Harassment** – Engaging in unwelcome conduct of a sexual nature which is so severe, persistent, or pervasive that it unreasonably interferes with an individual's employment, academic performance, or participation in programs or activities (i.e., creates a hostile environment).

## 12. Smoking and Vaping

**12.1** Using tobacco or nicotine related products (e.g. vaping) in Verto contracted facilities (e.g. housing accommodations), on Verto activities, or by anyone/anywhere not permitted by local law.

## 13. Theft and Unauthorized Possession/Use

**13.1 Theft/Attempted Theft** – Theft, attempted theft, or assisting in the theft of property or services.

**13.2 Breaking and Entering** – Breaking and entering, attempted breaking and entering, or assisting in breaking and entering into Verto contracted property or the property of others, including, but not limited to, private vehicles.

**13.3 Confidential Information** – Using or accessing private or confidential information in any medium without authorization.

**13.4 Unauthorized Possession** – Possessing property that is not one's own without the owner's authorization.

## 14. Trespassing

**14.1** Trespassing, including being present in, using, or assisting another in being present in or using, Verto contracted property without authorization or the premises or property owned or controlled by others without authorization.

**15. Unauthorized Electronic Recording**

**15.1** Using any electronic or other device to make/and or share an audio, photographic, or video record of any individual without their knowledge or without their effective permission in a place where they have a reasonable expectation of privacy, when such a recording is objectively likely to cause injury, embarrassment, or distress.

**16. Vandalism**

**16.1** Destroying, defacing, tampering with, or damaging the property of others or Verto contracted property or the property of others, including, but not limited to, chalking, spray painting, or otherwise marking without appropriate approval.

**17. Violation of other Verto Policies or Regulations**

**17.1** Violating published Verto policies or regulations. Such policies or regulations include, but are not limited to, all housing related policies.

**18. Violation of Law**

**18.1** Committing an act, attempting to commit an act, or assisting another in committing an act that violates local/country law. This includes but is not limited to being arrested for alleged violations of law.

**19. Weapons**

**19.1 Possession** – possessing, or storing any weapon or explosive without Verto authorization.

**19.2 Use** – Using a weapon of any kind, or any item that may be perceived as a weapon, in a manner that would reasonably create a fear of harm to others.

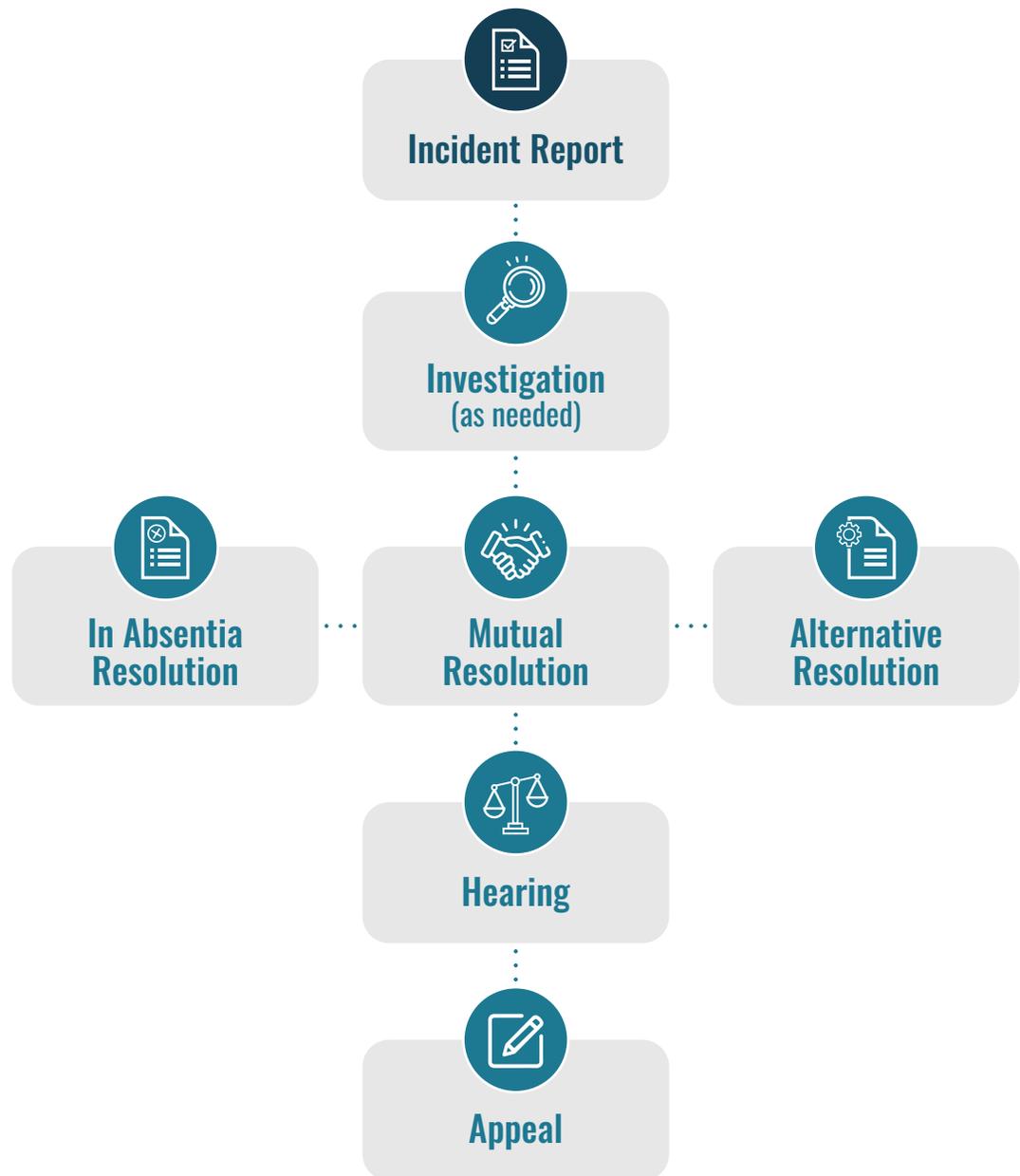
**SCOPE OF THE VIOLATIONS**

Behavior which occurs in the city of Verto's experiences or on Verto controlled property, or at Verto sponsored events/experiences may violate the Code. Any behavior which occurs while a participant is a member of the Verto community may violate the Code. Participants are expected to be respectful of the local communities for which they become temporary members. Behavior will be addressed under the Code in effect at the time the behavior allegedly occurred, not at the time the complaint was filed.

# 6

# ACCOUNTABILITY PROCESS

Verto Education will use the following procedures to respond to behavior which is alleged to have violated this Code. Verto considers the procedures for resolving incidents a part of its mission and is committed to a process which provides transformative outcomes.



### FILING A COMPLAINT

Any participant, faculty member, or staff member may contact a Verto staff member to learn about available resolution options, and/or to initiate a resolution process. Resolution options may be accessed with or without submission of documentation.

Any participant, faculty member, or staff member may submit a complaint alleging a violation of the Code. A participant, faculty member, or staff member may also submit a complaint based upon information reported to that person. All complaints must be submitted, in writing, within one month after the incident(s) alleged in the complaint. To make a complainant talk with your Student Life Coordinator or email the Dean of Students at [deanofstudents@vertoeducation.org](mailto:deanofstudents@vertoeducation.org).

### SUPPORTIVE MEASURES

Under some circumstances (including but not limited to sex or gender-based misconduct) the Dean of Students or designee may implement supportive measures for participants. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, without fee or charge, to the Complainant or Respondent, before or after the filing of a complaint or where no formal complaint has been filed.

To initiate supportive measures the Dean of Students or designee will request a meeting to discuss the incident with the student. During this initial meeting, the Dean of Students will discuss the availability of supportive measures and explain the process for filing a complaint if one has not been filed.

The Dean of Students or designee is responsible for coordinating the effective implementation of supportive measures. Supportive measures may include, but are not limited to:

1. counseling;
2. extensions of deadlines or other course-related adjustments;
3. modifications of work or class schedules;
4. campus escort services;
5. change in work or housing locations;
6. leaves of absence;
7. excused absences; and
8. mutual restrictions on contact between the parties (No Contact Directives)

Any supportive measures provided to the Complainant or Respondent will remain confidential to the extent that maintaining such confidentiality would not impair the ability of Verto to provide supportive measures.

### DISMISSAL OF A COMPLAINT

The Dean of Students or designee may dismiss a complaint at any stage if they reasonably believe that the complaint fails to allege conduct covered by this Code, that the complaint is baseless or otherwise unsupported by the available evidence, that the underlying grievance or problem is better resolved in a different manner, that the accused participant is no longer participating in a Verto experience, or specific circumstances prevent Verto from gathering evidence sufficient to reach a determination about the allegations. Upon dismissal of a formal complaint, the Dean of Students will send written notice to the parties, stating the reasons for the dismissal. Both parties have a right to appeal this decision in accordance with the procedures specified in the “Appealing the Resolution Process” section below.

### RESOLUTION PROCESS

The Program Director (PD) or designee will meet with the accused participant to explain the complaint and the resolution process. The accused participant may be accompanied by an advisor at any point in the resolution process. The accused participant will have the opportunity to ask questions and make a statement. The PD will inform the participant (1) that statements the participant makes to the PD may be considered at any hearing, (2) that the participant does not have to make a statement at the initial meeting, (3) that all disciplinary records are confidential to the extent permitted by law, (4) that participants have a right to know the potential sanctions they may be facing and (5) that participants may consult with an advisor at any point in the resolution process.

### INVESTIGATIONS

If additional information is needed such as in the case of sex and gender-based misconduct related violations, the Dean of Students or designee will make a determination in its sole reasonable discretion that an investigation needs to be completed. If this occurs, an investigator will be assigned by the Dean of Students or designee. A trained investigator, who does not have a conflict of interest or bias for or against any parties involved will be appointed to investigate. Any party may notify the Dean of Students if they believe that the appointed Investigator has a conflict of interest or bias, in which case, if the Dean of Students agrees in its reasonable discretion that a conflict of interest or bias exists, a new investigator will be appointed.

#### **Throughout the investigation process, the investigator will:**

- Maintain the burden of gathering evidence sufficient to reach a determination regarding responsibility;
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Provide the parties with equal opportunities to have other individuals present during any investigative interview or other meeting, including the opportunity to be accompanied by an advisor of their choice who agrees to participate, and who may be, but is not required to be, an attorney to any related meeting or proceeding;
- Provide all parties an equal opportunity to inspect and review any evidence ob-

tained as part of the investigation that is directly related to the allegations raised in the complaint.

- Prior to completion of the investigative report, the investigator will provide an opportunity for all parties to review the evidence and give the parties three (3) business days to submit a written response, which the investigator will consider prior to completing the investigative report. The investigator will then finalize the investigative report that fairly summarizes relevant evidence.

Participants are required to maintain the privacy of the report and should not share the report with others who are not related to the investigation. Following completion of the investigation report, the Dean of Students or designee will determine the appropriate resolution steps.

The participant has a choice of the following methods of resolution:

#### IN ABSENTIA RESOLUTION

If the accused participant fails to respond within **three (3) days** of an initial request for a meeting, the case may be resolved in the participant's absence through an In Absentia Resolution. If this is the case, the accused participant waives their right to a Hearing; and the staff member assigned the case will make a determination on responsibility for any violations and may specify any appropriate sanction(s). If a sanction(s) is assigned, the participant will be responsible for completing the assigned sanction(s) by the deadline(s) provided in the outcome letter.

The accused participant will be notified of the In Absentia Resolution in writing, typically sent to their email, no later than **two (2) days** after the determination is made.

The accused participant may petition in writing to rescind the In Absentia Resolution and Verto shall in its sole reasonable discretion grant or reject such petition. A case of sex or gender-based misconduct may also be resolved via In Absentia Resolution if the complainant fails to respond within three (3) days. The petition must be received within two (2) days of delivery of the written resolution. If granted, Verto will move forward with either a Mutual Resolution or a Hearing. Factors considered in rescinding the In Absentia Resolution include, but are not limited to, extenuating circumstances related to why the participant failed to respond and access to information not available at the time of the In Absentia Resolution.

#### MUTUAL RESOLUTION

If the accused participant is in general agreement with the allegations in the complaint, and is in general agreement with the complainant and/or community (as represented by the PD) about how to resolve the conflict and restore the community, the accused participant has the option of entering into a mutual resolution. In a mutual resolution, the accused participant accepts responsibility for the alleged violation(s) of the Code and agrees to fulfill sanctions/outcomes that are developed with the input of the accused participant, the complainant (if applicable), and the PD. The accused participant has the right to discuss potential sanctions before entering into a resolution. Once a resolution has been reached, it may not be appealed.

### ALTERNATIVE RESOLUTION PROCESS

Alternative Resolution (AR) processes such as conflict coaching, mediation, facilitated dialogue, and restorative justice circles allow individuals involved in a conflict to have significant influence over the resolution process and complete control of any outcome.

If (1) all persons personally and directly affected by the conflict agree to attempt resolution through one of these processes, and (2) the PD or designee believes, in its sole reasonable discretion, that the process is an appropriate form of resolution, then the PD will make arrangements for the chosen Alternative Resolution process. The nature of some conflicts, especially those involving violence, may render Alternative Resolutions inappropriate.

Participation in an AR process is voluntary and may or may not result in an agreement or resolution. When a mutually satisfactory resolution is reached by the parties, the case is resolved and parties are encouraged to use the PD or designees as a resource for future questions. Resolutions reached through AR may not be appealed.

If resolution is not achieved through an attempt at AR and the matter involves a pending Code violation, the accused participant has the choice of accepting responsibility and entering into a mutual resolution, or proceeding to a Hearing.

### HEARING

*The standard of review is preponderance of the evidence. The accused participant is presumed not responsible unless a preponderance of the evidence presented demonstrates that it is more likely than not that a violation of the Code has occurred.*

If a resolution can not be reached through the previous options the Dean of Students or designee will serve as a hearing officer and conduct a single administrative hearing to determine responsibility for alleged violations and sanctions.

Each party may be accompanied at the hearing by an advisor of their choice who agrees to attend and participate.

All parties may have access to all written or other information that will be considered prior to the hearing including the names of witnesses providing information. The PD or designee will prepare and distribute this information prior to the hearing.

In all cases, the hearing officer will issue a written decision containing findings of fact, conclusions as to responsibility, and rationales for all sanctions imposed.

### APPEALING THE RESOLUTION PROCESS

An appeals process is an essential safeguard for an imperfect human process that attempts very hard to be fair. The appeals process is available to each party.

**Appeals may be filed for the following reasons:**

1. proper procedures were not followed,

2. the evidence clearly does not support the finding(s),
3. sanctions/interventions are insufficient or excessive relative to the violation, or
4. there is new evidence not reasonably available at the time of the hearing.

All appeals must be submitted in writing to the Dean of Students or designee. The appeal must be received within two (2) days after notification of the Hearing decision to accept or modify the recommendations resulting from the Hearing.

The appellate officer will be the Vice President for Programming and Operations or designee. The appellate officer will recommend one of the following actions: (a) confirming the decision made through the hearing process, (b) altering the sanctions, (c) striking the initial finding of responsibility and/or sanctions/interventions and remanding to the original fact-finder for further consideration with corrective instructions from the appellate officer, or (d) ordering a new hearing before a new fact-finder.

# 7

# SANCTIONS & OUTCOMES

Sanctions are intended to educate participants on the effects of their behavior and encourage change in future decision making. To be considered in good disciplinary standing, a participant must have completed any and all outstanding sanctions by the appropriate due dates with Verto Education. **A participant who is not in good disciplinary standing with Verto may not be able to continue on future semesters and is subject to review by the Dean of Students or designee.**

## COMPELLING FACTORS

Compelling factors affect the severity of the sanction(s) imposed through the proceedings outlined in the Code. They may include, but are not limited to, the participant's demonstrated understanding of their responsibility and level of accountability; the prior disciplinary record of the participant; the nature of the incident and the facts and circumstances related to the case; the severity of any damage, injury, or harm resulting from the incident; the level of disruption to normal Verto and community activities and services; whether the incident was motivated by bias based upon an individual's actual or perceived race, color, religion, age, national origin, ethnicity, gender, gender identity or expression, sexual orientation, disability, or veteran status.

## SANCTIONING OPTIONS

Sanctions and disciplinary actions may include, but are not limited to, the following:

- A. Disciplinary Warning:** Formal written warning indicating that the participants behavior was unacceptable and that if the participant is subsequently found responsible for a violation(s) of the Code, more severe sanctions could result.
- B. Disciplinary Probation:** A designated period of time during which the participant is not in good standing with Verto. The terms of probation may involve restrictions of participant privileges and/or set specific behavioral expectations or requirements.
- C. Dismissal:** Removal from the Verto Abroad Experience. Dismissal/Suspension is a last-resort decision for Verto Education. If dismissal is on the table, it is because either the participants themselves or Verto community's health and safety have been compromised by your actions. When a participant is dismissed they may not return to a future semester of Verto Abroad Experiences unless they submit a petition to return to the Dean of Students or designee, in which case Verto maintains sole reasonable discretion to grant or reject such petition. A dismissal will result in your participant visa (if applicable) being revoked. A dismissal also means that the participant is Suspended from the University of New Haven for the determined length of the dismissal.

- D. Restitution:** Reasonable compensation for loss, damage, or injury to the appropriate party in the form of community service or service learning, money, or material replacement.
- E. Restriction from Employment at Verto:** Prohibition or limitation on Verto employment.
- F. Class/Workshop Attendance:** Enrollment and completion of a class or workshop that could help the participant understand why certain behavior was inappropriate.
- G. Educational Reflection, Project or Meeting:** Completion of an identified or assigned project or meeting for the purpose of accountability, exploration, learning, and supporting participant wellness.
- H. Housing Transfer:** Placement in another room or housing unit.
- I. Removal from Specific Courses or Activities:** Suspension or transfer from UNewHaven courses or activities at Verto for a specified period of time. This may include restrictions from specific types of Verto activities and excursions (e.g. no overnight activities).
- J. No Contact:** Restriction from entering specific Verto areas and/or all forms of contact with certain person(s).
- K.** Any other appropriate sanction as determined by Verto.

# 8

# RELATED PROCEDURES

## INTERIM REMOVAL

When Verto Education determines that the continued presence of a participant on Verto premises (a) is potentially threatening, harmful, or dangerous to others or the community; (b) poses a threat of significant property damage; (c) impacts the stability and continuity of normal Verto activities; and/or (d) directly and substantially impedes the lawful activities of others, the Dean of Students or designee, may in its sole reasonable discretion, on an interim basis, remove the participant from the program pending the outcome of any resolution process. Any costs associated with the interim removal (new housing, transportation, etc.) shall be borne by the participant.

**Within two (2) days** of the effective date of the interim removal, the participant may submit a written request for termination or modification to the Dean of Students or designee. In reviewing the request, the Dean of Students or designee shall consider the following issues only: the reliability of the information concerning the participant's behaviors, including an assertion of mistaken identity; and whether the conduct in the surrounding circumstances reasonably indicates that the continued presence of the participant on Verto premises, in Verto housing, or in the classroom is threatening, harmful, or dangerous to others or the Verto community; poses a threat of significant property damage; impacts the stability and continuity of normal Verto activities, including the normal conduct of class; and/or directly and substantially impedes the lawful activities of others.

The Dean of Students or designee may, in their discretion, meet with the participant and utilize information gathered in that meeting to make a decision whether to terminate or modify the interim removal.

## HELP SEEKING POLICY

A priority of Verto Education is participants' health, safety, and welfare. Participants are expected to demonstrate compassion by seeking help in potentially dangerous or life-threatening situations. Verto does not want the fear of repercussions to be a barrier for seeking help. In lieu of disciplinary procedures through the Verto resolution process, the Help Seeking Policy provides participants an opportunity to seek help for themselves or others while being connected to community resources. This specifically means that participants will not receive formal sanctions or disciplinary records under the Code.

**The Help Seeking Policy applies to the following circumstances regarding the possession, consumption, or use of alcohol and/or drugs:**

- participants who seek assistance from emergency personnel or Verto officials on their own behalf;
- participants who seek assistance from emergency personnel or Verto officials on behalf of another;
- person(s) who remain present until emergency personnel or Verto officials arrive;

- participants who had assistance from emergency personnel or Verto officials sought on their behalf;
- participants who are alleged victims of a crime (including, but not limited to, sexual misconduct, relationship violence, stalking, assault, theft, or vandalism) and may have simultaneously violated Verto policy regarding the possession, consumption, or use of alcohol and/or drugs.

**The Help Seeking Policy does not apply to the following circumstances:**

- participants who are confronted by emergency personnel or Verto officials;
- participants who are engaging in behaviors prohibited by this Code other than possession, consumption, or use of alcohol and/or drugs (including, but not limited to, driving under the influence, manufacturing/distribution/delivery of drugs, possessing with intent to manufacture/distribute/deliver drugs, sexual misconduct, relationship violence, or stalking).

Decisions on initiation of the policy are final and not appealable. When the Help Seeking Policy is initiated, the participant will be required to meet with the Program Director or designee to discuss the incident and available campus and community resources. In order to receive relief under the Policy, the participant must agree to a recommended action plan. This may include referrals to other campus or community resources, educational programming, and/or parental notification. A participant who fails to meet with the PD or designee or fails to complete any accepted action plan will no longer be eligible for relief under the Policy and will be referred to the participant accountability process outlined in the Code.

**INVOLUNTARY PROTECTIVE WITHDRAWAL POLICY**

Verto may require a participant to take an involuntary protective withdrawal if there is sufficient information that the participant is engaging or is likely to engage in behavior that presents a real danger of substantial harm to self or others, or substantially disrupts the learning environment and activities of the Verto community. This may occur with or without related Code violations for the behavior. This policy can be reviewed in full on the Verto Policy Website.

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# CASE FILES & DISCIPLINARY RECORDS



1. The case file, including audio recordings and/or transcripts of the Hearing, will be retained as part of the participants disciplinary record for seven (7) years from the date of resolution. Disciplinary records may be retained for longer periods of time or permanently, as specified in the sanction(s) or if the sanction(s) is considered incomplete, or if Verto determines that such retention is required to be retained to comply with applicable legal requirements. Dismissals/Suspensions are maintained for an indefinite amount of time.
2. Disciplinary records related to an individual participant are confidential and shall be maintained pursuant to (FERPA), including limited exceptions that permit disclosure without a participant's consent. Disciplinary records may be disclosed to partner institutions and the Academic Provider for Verto. Participants may request copies of their records at any time.



# VERTO EDUCATION

*For more information,  
please contact the Dean of Students*  
[deanofstudents@vertoeducation.org](mailto:deanofstudents@vertoeducation.org)

[VERTOEDUCATION.ORG](https://vertoeducation.org)

