School Year 2017–2018
Student Handbook
New York City

This handbook is maintained and posted in the GEN-101 course.
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ABOUT RELAY

APPROACH

At Relay Graduate School of Education, we believe that becoming a great teacher or principal is much like becoming a great musician or surgeon: It takes continuous practice, feedback, and dedication.

Relay’s approach to training teachers and principals is distinct in the world of higher education. It begins with a curriculum that emphasizes the teaching and instructional leadership skills that have the greatest impact on student learning. We know that when teachers and principals develop these skills, they can forever improve the lives of children.

To identify these skills, we’ve turned to the teachers and school leaders who’ve led thousands of students to extraordinary growth and inspired other educators to grow their own abilities to do so. These exceptional thinkers are never far from schools. But they’re not sitting in ivory towers. They're faculty members at Relay.

They observe, coach, and mentor graduate students. They visit graduate students in schools, where they watch graduate students teach children and lead teachers. And when they’re not right there in the classroom, they're side by side with our graduate students, watching and analyzing video of them practicing the greatest profession in the world. They're pausing, rewinding, and replaying the video to give pinpoint feedback. They're suggesting approaches that come directly from the most successful urban schools in the United States.

Relay believes this is how promising teachers become good and how good teachers become great. It's how principals stop managing school buildings and start inspiring teachers. And it's how the next generation of schoolchildren becomes the best generation of adults. This is how we change education—with a few great educators creating an endless relay of them.

HISTORY

In 2011, Relay was granted a charter by the New York State Board of Regents and became the first stand-alone graduate school of education to emerge in the state in more than eight decades.

Today, Relay’s programs have expanded to include master’s degrees for teachers and teaching Residents; fellowships for experienced principals; and a partnership with Coursera, a provider of online, open-enrollment courses that has allowed us to reach tens of thousands of educators around the world.

Relay’s innovative approach to graduate-level education and our promising results have earned recognition from the White House, state education officials, and leaders of the nation’s
most recognized district and charter public schools. More importantly, they have changed the lives of the countless children Relay graduate students serve.

Teacher U, the precursor to Relay, was formed in 2007 when leaders from three charter school networks partnered with Hunter College to create a new kind of teacher preparation program. Teacher U began with three dozen graduate students and grew into a master’s degree program preparing 250 district and charter public teachers. In 2011, Teacher U was renamed Relay Graduate School of Education and earned its independence.

Relay is institutionally accredited by the Middle States Commission on Higher Education (MSCHE). The Middle States Commission is recognized by the United States Department of Education as an accrediting agency for institutions of higher education. Relay also has programmatic accreditation from the National Council for the Accreditation of Teacher Education (NCATE), the agency recognized by the United States Department of Education as the professional accrediting agency for teacher-preparation programs.

Relay has received authorization to operate as an institution of higher education and grant graduate-level degree and certification programs in Colorado, Delaware, Illinois, Louisiana, New Jersey, New York, Pennsylvania (certification only), Tennessee, Texas, and Washington, DC.
The Dean’s Office oversees all academic components of the program, including curriculum, instruction, assessment, advising, and referral services for graduate students with disabilities. Specifically, the Dean’s Office provides accurate, up-to-date information to faculty and graduate students regarding Relay course and degree requirements, policies, procedures, rules, and regulations; works in partnership with Relay faculty, administration, and staff, as well as leaders from graduate students’ placement PK–12 schools and organizations; and works with graduate students to support their development in the classroom.

The assistant dean of students develops and manages individualized support structures for exceptional graduate students. She also works closely with the dean to track all students’ academic progress, provide support when needed, and recognize students with strong academic performance. Graduate students who are struggling to complete work at Relay should first reach out to their faculty advisor for support. Graduate students may be referred to the assistant dean of students, who can facilitate any supports necessary to help graduate students progress through the program.

Graduate students will have the opportunity to work with a variety of faculty members at Relay. In addition to attending sessions taught by professors of practice, all graduate students will have a faculty advisor to help guide them through the Relay program. Faculty profiles can be found below.

**PROFESSORS**

Relay’s professors are former experienced PK–12 teachers and school leaders who teach core courses. These sessions focus on the knowledge and skills needed to teach any grade or subject well. Graduate students will have one faculty member leading core courses during any given school year. Professors also serve as faculty advisors to graduate students.

**INSTRUCTIONAL FELLOWS AND TEACHING ASSISTANTS**

Instructional fellows and teaching assistants are former experienced PK–12 teachers and school leaders who support deans and professors in teaching core courses. They score graduate students’ work and observe graduate students in their classrooms. Instructional fellows also serve as faculty advisors, providing individualized support for graduate students.
RESEARCH FACULTY

Relay’s research faculty members focus on advancing the institution’s contributions to the field of education research. Research faculty members prioritize four areas of research, which serve as the basis of its published research agenda. Relay’s four major areas of research interest are: elements of effective teaching, preparing effective teachers of high-need students, tracking and measuring student achievement and character development, and teachers’ career trajectories. Research faculty typically teach core courses in addition to their research responsibilities.

CURRICULUM DESIGN FACULTY

Curriculum design faculty members create and revise Relay’s core and content curriculum. They are experienced PK–12 teachers and school leaders with expertise in their fields of curriculum. Curriculum design faculty members typically teach core or content courses in addition to their curriculum-design responsibilities.

ADJUNCT INSTRUCTORS

Relay’s adjunct instructors are experienced current PK–12 teachers and school leaders who teach content courses. These courses focus on the knowledge and skills needed to teach the grade and/or subject area that graduate students are currently teaching. Graduate students will have one adjunct instructor leading content courses during any given school year. Adjunct instructors are referred to as “instructors” throughout this document.

ONLINE INSTRUCTORS

Relay’s online instructors are a mix of full-time Relay faculty members and part-time Relay instructors. Online instruction can be either synchronous, meaning these instructors present online curriculum while graduate students are experiencing it, or asynchronous, meaning these instructors prepare and present the online curriculum well in advance of when graduate students experience it. Graduate students learn from these faculty members via online courses.
STUDENT SERVICES

Student Services comprises several key offices that work in partnership to provide individualized support and resources to all graduate students enrolled in Relay: the Office of Admissions and Enrollment, the Office of Student Financial Services, the Technology Team, and the Relay Library. Below is specific information about each office within the department.

OFFICE OF ADMISSIONS AND ENROLLMENT
enrollment@relay.edu

The Office of Admissions and Enrollment (OAE) manages admissions and registrar systems at Relay, which include the maintenance and protection of records, release of academic transcripts, and verification of degrees earned. The Office of Admissions and Enrollment maintains a comprehensive database of graduate students’ enrollment information.

OFFICE OF STUDENT FINANCIAL SERVICES
sfs@relay.edu

The Office of Student Financial Services (SFS) provides graduate students with information, financing, and services needed to pay for their Relay education. SFS oversees graduate students’ accounts, including the billing and collection of tuition and fees, and provides counseling regarding payment options. SFS is also responsible for issuing refunds from graduate students’ accounts as needed and for disbursing and administering scholarship funds. Finally, SFS administers federal Title IV funds, including direct unsubsidized loans and TEACH grants, for eligible students who require federal financial aid to pay for their tuition and fees at Relay. Graduate students may access their student accounts and pay their outstanding balances on Minerva, Relay’s online, secure student portal.

TECHNOLOGY TEAM
tech@relay.edu

The Technology Team aims to provide leadership and innovation in information technology planning, to implement efficient technology infrastructures, to develop and deploy effective information systems, and to deliver responsive information technology support services. This team manages Relay’s technology infrastructure and interacts directly with faculty and graduate students (via email, phone, and face-to-face meetings) to address any questions or concerns related to information technology. For a list of hardware and software requirements, please see the GEN-101 course.
Please note that all Canvas-related support is handled by Canvas staff and not by the Relay Technology team.

CERTIFICATION
nydean@relay.edu

Please see your Academic Program Guide for certification requirements and instructions on how to apply for certification.

RELAY LIBRARY
library@relay.edu

Relay primarily employs an electronic and digital approach to providing library and information resources to graduate students and faculty. The majority of Relay Library materials are available in an online or electronic format, accessible through the library catalog. These resources include electronic books (e-books), videos, curriculum resources, and subscriptions to prominent education journals offered through database providers such as EBSCO, ProQuest, JSTOR, and Education Resources Information Center (ERIC). Relay provides these content subscriptions for use by current Relay graduate students, faculty, and staff. Username and password information is to be kept confidential, and material access privileges may not be shared. Relay Library also participates in a national interlibrary loan service that allows graduate students and faculty to request articles not owned by Relay Library from other institutions.

Relay Library maintains a core collection of books, periodicals, and other print resources at its central office in New York City for use in coursework and research. These materials are listed on the Relay online library catalog so that graduate students and faculty may locate and browse physical materials held in the library. Materials are available during Relay’s administrative office business hours, Monday through Friday, 9 a.m. to 6 p.m. EST.

Relay is also a member of the Metropolitan New York Library Council (METRO), a consortium of over 250 public and private libraries throughout New York City and Westchester County. Graduate students and faculty thereby have the opportunity to use the print and electronic resources of New York City’s finest reference and research libraries. Specifically, graduate students and faculty may draw upon the materials of New York City’s borough public libraries in addition to the libraries of Teachers College, Columbia University, New York University, and Bank Street College of Education. Please email library@relay.edu to request a guest pass to any of the participating METRO locations.

For guidance using these materials, and for other library questions, graduate students should reference the library course, LIB-101. Graduate students may also email library@relay.edu with feedback or questions.
RELAY FACILITIES

ADMINISTRATIVE OFFICE

Relay’s national administrative office is located at 40 West 20th Street, 7th Floor, New York, NY, 10011.

Relay New York’s administrative office is located at 40 West 20th Street, 6th Floor, New York, NY, 10011.

CLASSES

Relay offers classes at several sites throughout New York City. Graduate students receive individualized schedules and directions to school sites before the beginning of each term.

IMPORTANT RELAY WEBSITES

CANVAS

https://canvas.relay.edu

Canvas is the central access point for graduate students to find important due dates, complete online coursework, upload assessments, track progress, view instructor feedback on completed assessments, communicate with instructors, and collaborate with peers. Canvas support is available to graduate students 24 hours a day, seven days per week.

RELAY LIBRARY

http://www.relay.edu/library/

Through the Relay Library’s online portal, graduate students can access thousands of journal articles, electronic books, videos, images, and curriculum resources. For more information about the Relay Library, please see the “Library” section above.

ADMISSIONS APPLICATION

http://www.relay.edu/apply

Graduate students use this portal to submit admissions materials to Relay.
**ADMISSION AND REGISTRATION SERVICES**

**ADMISSION TO RELAY**

Please see your Academic Program Guide for admissions criteria, instructions on how to apply to Relay, and a list of academic programs. If you have questions or need more information, email the Office of Admissions and Enrollment at enrollment@relay.edu or call 212-228-1888, ext. 201.

**ENROLLMENT REQUIREMENTS**

In order to be enrolled at Relay, graduate students must submit complete immunization records and a GRE score report. Forms and detailed submission directions and deadlines can be found on the GEN-101 course and on campus pages on Relay’s public website. Please refer to Relay’s Immunization FAQ for commonly asked immunization questions.

**Measles, Mumps, and Rubella (MMR)**

New York State’s Public Health Law #2165 requires that graduate students born on or after January 1, 1957, present proof of immunization or laboratory results indicating immunity against measles, mumps, and rubella.

Proof of MMR immunization is not necessary if any of the following exceptions apply:

- You were born before January 1, 1957.
- You are unable to receive a vaccine for medical reasons and your doctor writes a note to this effect and signs it.
- You are unwilling to receive a vaccine for religious reasons and you submit documentation. In the event of an outbreak of measles, mumps, or rubella, you will not be allowed to attend class.

**Meningococcal Disease**

New York State’s Public Health Law #2167 requires institutions of higher education to distribute information about meningitis disease to their graduate students.

Relay is required to maintain a record of the following for each of its graduate students:

- Proof that the student has received and read information about meningitis and its vaccine (including the cost of that vaccine) and either 1) an acknowledgement by the student that
he or she has been immunized within the past 10 years or 2) an acknowledgement by the student that he or she refused to be immunized.

REGISTRATION

The Dean’s Office registers graduate students on their behalf for all terms. If graduate students do not wish to be enrolled for an upcoming term, the Office of Admissions and Enrollment must receive a withdrawal or approved Leave of Absence Form before the start of that term. Leaves of absence must be approved by the Dean’s Office. These forms can be found in the GEN-101 course.

Relay’s Registration policy is currently under review. Should any changes occur to this policy, Relay will notify students via the GEN-101 course.

CENSUS DATES

A census date is the point in a term at which graduate students’ enrollments are final. Census dates coincide with the last date in a term that graduate students can withdraw for a full tuition refund (please see Billing Due Dates and Refund Policy for more detail). Credit hours are locked at the term census date for all enrolled graduate students.

<table>
<thead>
<tr>
<th>Census Dates</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Summer 2017 Term</td>
<td>August 15, 2017</td>
</tr>
<tr>
<td>Fall 2017 Term</td>
<td>October 1, 2017</td>
</tr>
<tr>
<td>Spring 2018 Term</td>
<td>February 15, 2018</td>
</tr>
</tbody>
</table>

EDUCATION RIGHTS

The Family Educational Rights and Privacy Act (FERPA) is a federal law that affords students certain rights with respect to their education records, in particular the privacy of those records. Relay fully complies with the provisions outlined in FERPA.

Annual Notice to Students

Annually, Relay informs graduate students of their rights under the Family Educational Rights and Privacy Act (FERPA) and the regulations relating to FERPA promulgated by the Department of Education. Together, FERPA and the FERPA regulations provide that:

a) Graduate students have a right to inspect and review their education records.

b) Graduate students may request that any such record be amended if they believe that it is inaccurate, misleading, or otherwise in violation of their privacy.
c) Relay will obtain the graduate students’ written consent prior to disclosing personally identifiable information about the student from their education records, unless such consent is not required by FERPA and the FERPA regulations.

d) Graduate students have a right to file a complaint with the Family Policy Compliance Office of the Department of Education if they feel that Relay has failed to comply with the requirements of FERPA and the FERPA regulations.

e) Graduate students may obtain a copy of the Relay’s Guidelines for Compliance with the FERPA.

These guidelines are available from the Office of Admissions and Enrollment.

Access to Records

Requests to review records, for copies of the statute or its attendant regulations, or for additional information concerning FERPA should be directed to the Office of Admissions and Enrollment.

Directory Information

Pursuant to FERPA and the FERPA regulations, Relay hereby designates the following graduate student information as “directory information”: name, dates of attendance, school of employment, teaching assessment, class, previous institution(s) attended, program of study/academic program, enrollment status (e.g., full- or part-time), degree(s) conferred (including dates), and honors and awards (including graduation honors). Email addresses are directory information for internal purposes only and will not be made available to the general public except in specified directories from which graduate students may opt out.

Directory information may be disclosed for any purpose. Under federal law, address information, telephone listings, and date and place of birth are also considered directory information for military-recruitment purposes. “Address” refers to both physical mailing address and email address.

Currently enrolled graduate students may refuse to permit disclosure of this information. To do so, graduate students must complete the Directory Information Nondisclosure Form, which can be downloaded from the GEN-101 course and submitted to the Office of Admissions and Enrollment. A hold will be placed on the release of directory information, and it will remain in effect until graduate students file a written request to remove it.

If graduate students do not specifically request the withholding of directory information by filing the Directory Information Nondisclosure Form, Relay assumes that they approve of the disclosure of such information. Relay disclaims any and all liability for inadvertent disclosure of directory information designated to be withheld.
Education Records

"Education records" available for review are defined as those records, files, documents, and other materials that contain information directly related to graduate students and are maintained by Relay. The form in which the information is maintained by Relay does not matter; for example, computerized or electronic files, audiotape or videotape, photographic images, film, etc., with such information are "education records." This includes communications and documents distributed or received by email, or other similar Relay systems, that are retained in these systems, either by the sending or receiving party. In general, the records maintained by Relay that are available for graduate students’ review are records pertaining to admissions, academic performance, advising, financial aid, and billing. Graduate students have the right to review original documents from their files.

Under FERPA and its related regulations, the following types of Relay records are not "education records" and are, therefore, not available for graduate students’ review:

1. Personal notes or records (including computerized files) that are kept by an individual Relay employee solely in her or his possession, used only as a personal memory aid, and not accessible or revealed to others, except to a temporary substitute.
2. Records that relate to an individual who is employed by Relay and that (a) are made and maintained in the normal course of business, (b) are not available for use for any other purpose, and (c) relate exclusively to the individual in that individual’s capacity as an employee. This exception does not apply to records that relate to graduate students in attendance at Relay who are employed as a result of their status as graduate students.
3. Medical and psychiatric records created, maintained, and used only in connection with the treatment of graduate students and that are not available to anyone other than the persons providing such treatment. Such records can be personally reviewed by a physician, psychologist, or other appropriate health professional of the graduate student's choice.
4. Records that contain information relating to individuals who no longer are graduate students at Relay and that are not directly related to their attendance as graduate students, e.g., alumni records.
5. Grades or peer-graded papers before they are collected and recorded by a faculty member.
6. Release of Education and Enrollment Records
   Relay will release student records only upon receipt of a written request from graduate students. Graduate students may request records via the GEN-101 course. Requests must be submitted to the Office of Admissions and Enrollment per the directions on the form. Upon receipt of the form, Relay will release the appropriate student records. This information may also be furnished to agencies or individuals authorized by law to review such records.
UPDATING PERSONAL AND EMPLOYMENT INFORMATION

Graduate students who have changes to their personal information (including email, phone, and mailing address) or teaching-placement information (including school, grade, and subject area) are responsible for immediately updating Office of Admissions and Enrollment per the directions on the GEN-101 course. Relay will regularly contact graduate students with important and time-sensitive information, so it is critical that the Office of Admissions and Enrollment always have graduate students’ most up-to-date information. Moreover, teaching and employment information affects various details related to graduate students’ enrollment, and so it, too, must always be accurate.
EXITING RELAY

Although Relay hopes that all graduate students fully complete all coursework and graduate, the institution realizes that unexpected personal, academic, and professional circumstances could prevent some from completing the program as planned. Graduate students experiencing any of these circumstances should contact their faculty members as well as the Office of Admissions and Enrollment for information about their options. For questions or concerns related to the information in this section, contact the Office of Admissions and Enrollment at enrollment@relay.edu. For questions or concerns related to the financial implications, contact the Office of Student Financial Services at sfs@relay.edu.

GENERAL LEAVE OF ABSENCE

Graduate students who determine that it is not possible or in their best interest to complete the coursework in which they are currently enrolled can request to take a leave of absence from the program. A leave of absence is valid for one calendar year (12 months); after one calendar year, Relay will withdraw graduate students from the program permanently.

To initiate a request for a leave of absence, graduate students should first talk with their faculty members, who will refer graduate students in need to the assistant dean of students to determine how and when to take the leave of absence. Graduate students will need to discuss the implications of a leave of absence with their school leaders, applicable partner programs (such as NYCTF or TFA), and Student Financial Services (sfs@relay.edu). There may be financial, professional, and academic consequences to suspending enrollment in the program.

Once graduate students have confirmed a leave of absence is the right decision, they must formally submit a request form to the Office of Admissions and Enrollment. Directions for accessing and submitting the form are available in the GEN-101 course. Graduate students are still enrolled students at Relay, with corresponding academic, financial, and administrative responsibilities, until the leave of absence form is processed and they receive email verification of the leave of absence from the Office of Admissions and Enrollment.

The Office of Admissions and Enrollment will notify graduate students via email that they have approved the leave of absence and inform the student of exit and reentrance procedures. The Office of Student Financial Services will follow up with graduate students about how to pay any outstanding Relay tuition and fees.
Graduate students should note that a leave of absence will be treated as a withdrawal for the purposes of Title IV federal financial aid. This may require graduate students who have taken a leave of absence to return a portion of unearned Title IV funds, namely direct unsubsidized loan funds. For more information about the return of Title IV funds, please see Return of Title IV.

MEDICAL OR MATERNITY LEAVE OF ABSENCE

Relay is happy to work with graduate students should they require medical leaves due to pregnancies or other medical leaves of absence from Relay. Graduate students should discuss plans for a leave of absence with their faculty advisors and the assistant dean of students as soon as possible. All general leave of absence policies (see above) apply to medical leaves.

Pregnant and Parenting Students

Relay permits pregnant graduate students and graduate students who have given birth within six months to take a leave of absence if deemed “medically necessary” by a doctor. As with any graduate student with a medical condition who must take a temporary leave of absence or request an accommodation, the pregnant or parenting graduate student must submit medical documentation to demonstrate that a temporary leave or an accommodation is medically necessary (e.g., doctor’s note on letterhead or proof that your short-term disability claim was approved).

Relay will excuse graduate students’ absences because of pregnancy or childbirth for as long as the graduate students’ doctors deem their absences medically necessary. Relay will work with graduate students during their leave to minimize, to the extent possible, graduate students falling behind in coursework.

Once graduate students are ready to return to Relay, Relay will work with graduate students to address how best to make up missed course and/or clinical work and get back on track toward their degrees. Graduate students who return from pregnancy leave, or leave related to childbirth, will generally be allowed to return to the same academic and extracurricular status as they had at Relay before they left for medical leave. For example, any earned credits will still be intact and the leave period will not be counted toward minimum time requirements for completing a degree, if any exist.

Graduate students should discuss plans for a leave of absence with their faculty advisors or the assistant dean of students. If graduate students have concerns about a particular professor’s attendance and/or coursework policy as it relates to their leave of absence, the student should contact the Dean’s Office. Complaints of pregnancy-related discrimination are covered by the Relay’s graduate student policy/grievance procedures, as outlined in the Student Grievance Policy.
**Accommodations**

Upon the submission of proper documentation, Relay will work with graduate students who have a medical condition, including those graduate students who are pregnant or have given birth within six months, to develop temporary accommodations. The accommodations will vary depending on graduate students’ conditions, medical documentation, Relay resources, and the graduate students’ academic programs.

**PROGRAM DISMISSAL**

Graduate students may be dismissed from Relay for the following reasons:

- Poor academic performance (See Academic Program Guide for more detail)
- Failure to pay Relay tuition and fees (See “Student Financial Services” section for more detail)
- Failure to maintain a teaching position. Graduate students who lose or leave their teaching positions must contact the Dean’s Office (nydean@relay.edu) immediately to discuss timeline requirements for obtaining a new position
- Failure to submit immunization or certification materials by the deadline (See “Admission and Registration Services” section for more detail)
- Other substantive violations of Relay’s policies, procedures, or safety rules

If graduate students are in danger of dismissal, Relay may contact the student’s school and/or sponsoring organizations to notify them and enlist their help in supporting graduate students.

In the event of a dismissal, the Office of Admissions and Enrollment and/or Dean will send dismissal notifications to the student via email. If dismissed, graduate students have the right to appeal the dismissal decision by submitting a letter of appeal to the Dean. If the appeal is unsuccessful, the dismissal procedures will continue and the student will be exited.

If graduate students are dismissed, it is their responsibility to notify their schools (and if applicable, their teacher prep programs, such as Teach For America or New York City Teaching Fellows) of their departure from Relay.

**WITHDRAWAL**

If graduate students determine it is not possible or in their best interest to complete the coursework in which they are currently enrolled, the student can withdraw from Relay. To initiate program withdrawal, graduate students should first discuss this with their faculty advisor and the Office of Admissions and Enrollment and Office of Student Financial Services to
determine how and when to exit, as there may be financial, professional, and academic consequences to early withdrawal from the program.

Graduate students who wish to withdraw must complete a Program Withdrawal Form and submit it to the Office of Admissions and Enrollment. Directions for accessing and submitting the form are available in the GEN-101 course. Graduate students are still enrolled at Relay, with corresponding academic, financial, and administrative responsibilities, until the Program Withdrawal Form is processed and he or she receives email verification of the withdrawal from the Office of Admissions and Enrollment.

The Office of Admissions and Enrollment will notify graduate students via email that they have approved the withdrawal request and inform graduate students of exit procedures. The Office of Student Financial Services will follow up with graduate students about how to pay any outstanding Relay tuition and fees.

If graduate students plan to leave Relay for any reason, they are responsible for notifying their schools (and if applicable, Teach For America or New York City Teaching Fellows).

**Withdrawal Due to Change in Employment**

If their employment as a PK–12 teacher is terminated or their position changes such that they are no longer eligible for their Relay program, graduate students have one month to regain employment as a PK–12 teacher in a position that meets the eligibility requirements for their Relay program before they are exited from Relay. Graduate students are responsible for promptly informing, via email, their Relay faculty member(s) and the Office of Admissions and Enrollment regarding any change in employment. If graduate students do not regain employment within one month and do not submit a withdrawal form immediately following that one-month deadline, they are at risk of being administratively withdrawn from the program.

**Administrative Withdrawal**

Graduate students who fail to meet administrative requirements at Relay can be administratively withdrawn. If graduate students are in danger of administrative withdrawal, Relay may contact the student’s school and/or sponsoring organization to notify them and enlist their help in supporting graduate students. Administrative withdrawal may occur for reasons outlined below.

**Failure to Meet Certification and/or Enrollment Requirements**

If graduate students fail to pass New York State teacher-certification tests, submit compliant immunization forms, or meet Relay’s enrollment requirements, the graduate students may be administratively withdrawn.
Persistent Absence

In order to identify and support graduate students who have not actively withdrawn or taken a leave of absence but have failed to attend in-person class sessions and complete online coursework for an extended period of time, Relay conducts a regular review of in-person and online attendance. Relay will contact any graduate students who fail to remain active for an extended period of time to determine the graduate students’ intention to remain enrolled. If the graduate students continue to be inactive, Relay may administratively withdraw them.

Change of Employment

Please see Withdrawal Due to Change in Employment (above).

Financial Obligations upon Withdrawal

Graduate students who are considering withdrawing from the program should take note of the withdrawal and refund policies to determine their financial obligations upon leaving the program. Please see the section entitled “Billing Due Dates and Refund Policy” in the Student Financial Services section.

Graduate students who receive Title IV funds (including federal direct unsubsidized loans and TEACH grants) may be required to return a portion of funds that have been disbursed to their accounts upon exiting the program. For more information about the process concerning return of Title IV funds, please review the section entitled “Return of Title IV.”

If graduate students have deferred tuition balances, the graduate students will be required to pay the entire balance of their deferred tuition upon terminating enrollment with Relay. For information about deferred tuition, please see the section entitled “Deferred Tuition” in the Student Financial Services section.
The total tuition and fees for the 2017–2018 school year is $17,500 for both first-year and second-year graduate students. While Relay graduate students are responsible for the cost of this program, Relay has worked to raise scholarship funds and identify financial support to make this unique educational program affordable. Moreover, eligible graduate students may apply to receive federal direct unsubsidized loans or TEACH Grants to pay their tuition and fees at Relay.

Note: Graduate students enrolled in the Advanced Certificate in Special Education or Accelerated M.A.T. programs may have a different total tuition than that noted above.

RELAY INSTITUTIONAL SCHOLARSHIPS

Relay offers a number of scholarships to eligible graduate students. These scholarships are funds that, unlike loans, do not need to be repaid. The scholarships are subject to terms, conditions, and available funding. The Office of Student Financial Services will reach out to applicants after they have submitted their admissions applications to inform them of their institutional aid.

Urban Teacher Scholarship

The Urban Teacher Scholarship is awarded to eligible graduate students who teach in public charter and district schools that serve primarily low-income PK–12 students.

Relay Fellowship

The Relay Fellowship is awarded to eligible graduate students who are not currently participating in an AmeriCorps program, have not previously participated in an AmeriCorps program, and are not supported by outside scholarships. Granted at the beginning of each academic term, the Relay Fellowship is contingent upon continued employment at an eligible school.

Relay Fellowship award amounts are determined based on available funding for the fellowship, and the amounts of the individual fellowships vary.
Other Scholarships

Relay may be able to offer additional scholarships based on available funding. Graduate students eligible for these scholarships will be notified by the Office of Student Financial Services during the enrollment process.

FEDERAL FINANCIAL AID AND STUDENT LOANS

Relay offers direct unsubsidized student loans and TEACH grants to help cover costs of attendance for eligible, matriculated graduate students in Title IV eligible programs. Applicants and graduate students interested in applying for federal financial aid will need to complete the Free Application for Federal Student Aid (FAFSA) at the US Department of Education’s website, www.fafsa.ed.gov (Relay’s school code is 042086). Applicants for admission may submit their FAFSA before completing the admission process, but decisions about federal financial aid are not finalized until the admissions process has been completed. Graduate students not interested in requesting loans or TEACH grants do not need to submit FAFSAs.

ADDITIONAL SOURCES OF TUITION SUPPORT

AmeriCorps Education Award

Full-time AmeriCorps members who complete a year of service earn a Segal AmeriCorps Education Award (Segal Award) to pay for current educational expenses or to pay back qualified student loans. The award is projected to be valued at $5,815 for the 2017–2018 academic year, and individuals may earn education awards for up to two yearlong service terms (for an estimated $11,630 total). Relay graduate students may participate in AmeriCorps through Teach For America, Citizen Schools, or another eligible AmeriCorps service program.

For graduate students currently enrolled in an AmeriCorps program, tuition in the amount of the Segal Award is deferred until the end of the academic year. Relay defers tuition so that graduate students are able to use their Segal Award funds to pay this balance when they receive them at the end of the academic year. If graduate students do not receive their Segal Award for any reason, or if they do not use these funds toward paying their deferred tuition balance, they will be responsible for paying this balance out of pocket. If graduate students are dropped or withdraw from the program before this balance has been paid, it will no longer be deferred and will become payable immediately. Graduate students who receive an AmeriCorps award also should be aware of the following:

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1 Tuition not deferred for New York City Teaching Fellows as tuition payments primarily come from the NYCDOE.
• Graduate students may use the award for any expense allowed by the AmeriCorps rules.
• The amount of the Segal Award is dependent on congressional funding for the AmeriCorps program and is subject to change. Graduate students are responsible for paying all tuition and fees that are intended to be covered by their Segal Awards.
• Graduate students who do not receive their award (due to withdrawal or dismissal from Relay, withdrawal or dismissal from their AmeriCorps program, or any other reason) will be responsible for covering any portion of their tuition and fees that has been deferred and would have otherwise been covered by their award.
• The Segal Award is subject to federal and state tax when it is used; graduate students should consult a tax advisor for more information.
• More information about AmeriCorps is available at: http://www.americorps.gov

TFA corps members may be granted TFA Education Awards at the end of each year of service in lieu of a Segal Award. Relay is eligible to accept these awards and will defer tuition for graduate students expecting the TFA Education Awards. All terms and conditions related to deferred tuition still apply.

OUTSIDE SCHOLARSHIPS

Graduate students may receive financial assistance from sources other than federal and institutional financial-aid programs. Under federal law and school policy, Relay must consider outside resources when deciding what other aid or loans you may be eligible to receive. Outside awards may reduce your eligibility for federal and institutional financial aid.

Outside awards are incorporated into financial-aid packages in three steps: first, they may replace an equal amount of the Relay Fellowship, as the award is intended to help graduate students without access to outside sources of aid; then they reduce graduate students’ out-of-pocket responsibilities; and finally they replace other institutional scholarships. Graduate students whose financial-aid packages are adjusted to account for outside awards in the middle of an academic year will receive email notifications and/or updated financial-aid award letters.

SATISFACTORY ACADEMIC PROGRESS AND TITLE IV

Recipients of federal financial aid are required to maintain Satisfactory Academic Progress (SAP) in order to be eligible for any Federal Title IV student-aid program. If graduate students are placed on academic probation for a term, they will also be placed on federal financial-aid warning status for that term. During the warning term, graduate students remain eligible for federal student loans and TEACH grants. Graduate students have one term to return to satisfactory academic standing; failure to do so will result in dismissal from Relay and ineligibility for all Title IV assistance. Graduate students who then successfully appeal their dismissals and remain enrolled at Relay will be placed on financial aid probation and will be
eligible to receive federal financial aid for only one more term, after which they will lose eligibility unless they make satisfactory academic progress at the end of the term or otherwise meet the requirements of the academic plan set by the Dean’s Office. Additionally, graduate students will lose eligibility for Title IV assistance from the point at which they are no longer able to complete the full program within 150% of the published program length.

RETURN OF TITLE IV

All Title IV funds (including federal direct unsubsidized loans and TEACH grants) are awarded to graduate students under the assumption that graduate students will attend Relay for the entire period for which federal financial aid is awarded. Under return of Title IV regulations, graduate students are considered to have withdrawn from term if they do not complete all the days in the term they were scheduled to complete. Graduate students earn the federal financial aid they have been awarded in direct proportion to the number of days in the term they remain enrolled through the 60% point in the term. Graduate students who withdraw after the 60% point earn 100% of the aid received for that payment period and will not be required to return any portion of that aid.

If a recipient of Title IV funds withdraws from Relay after beginning attendance during a term, Relay will calculate the amount of federal financial aid that graduate student has earned. If the amount disbursed to the graduate student is less than the amount earned, that graduate student is eligible to receive a post-withdrawal disbursement. If the amount disbursed is greater than the amount earned, Relay will return the unearned funds to the Department of Education. If a graduate student owes funds to Relay as a result of Relay returning unearned funds to the Department of Education, that graduate student will be responsible for paying Relay the full balance of any funds owed.

EXIT COUNSELING

Graduate students who receive federal loans or TEACH grants to finance their education at Relay will be required to complete exit counseling when they graduate or when they cease to be enrolled at least half-time. The completion of exit counseling is a requirement for graduation from Relay and a federal requirement for those graduate students who withdraw or drop their enrollment status to below half-time. Graduating students who do not complete exit counseling on time are subject to bursar holds.
OFFICE OF STUDENT FINANCIAL SERVICES POLICIES

DEFERRED TUITION

Because many graduate students at Relay expect to receive Segal Awards or TFA Awards at the end of each academic year, Relay defers a portion of the tuition charged in each term of an academic year to the end of that academic year. The deferment of payment for this portion of tuition allows graduate students to use education awards to pay for tuition retroactively upon the receipt of their awards. Graduate students who exit from the program during the academic year for any reason are responsible for paying any remaining tuition balance, including any tuition balance that has been deferred, upon withdrawing or taking a leave of absence from the program.

PAYMENT PLANS

Graduate students who elect to pay some or all of their tuition and fees expenses out of pocket may request a payment plan for any term. Payment plans do not carry over between terms and must be established for each billing term. The fees for setting up payment plans are listed in the table below.

<table>
<thead>
<tr>
<th>Term</th>
<th>Fee</th>
<th>Term</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer/Fall 2017</td>
<td>$55</td>
<td>Summer 2017</td>
<td>$55</td>
</tr>
<tr>
<td>Spring</td>
<td>$55</td>
<td>Fall 2017</td>
<td>$55</td>
</tr>
</tbody>
</table>

RETURNED CHECK AND CHARGEBACK FEES

If graduate students’ checks cannot be deposited by Relay due to insufficient funds, graduate students will be charged a returned check fee of $30. A late fee may also be added to the student’s account, if applicable.

If the owner of any credit card used to make a payment against a graduate student account initiates a chargeback, and the credit is returned to the cardholder, graduate students will be charged a chargeback fee of $30. A late fee may also be added to the student’s account, if applicable.

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Returned check</td>
<td>$30</td>
</tr>
<tr>
<td>Chargeback</td>
<td>$30</td>
</tr>
</tbody>
</table>
COLLECTIONS FOR OVERDUE BALANCES

If current or former graduate students’ accounts are overdue by more than 60 days, Relay may send students’ accounts to a collections agency. Individuals whose accounts are sent to a collections agency may be responsible for the costs of collection in addition to the total overdue balance.

BILLING DUE DATES AND REFUND POLICY

Relay tuition and fees are billed in three terms (summer, fall, and spring), with bills generally due at the beginning of the term. Graduate students will receive billing notifications with payment instructions and exact due dates when charges are applied each term.

The refund policy is closely tied to the exit policies described in the Academic Program Transition section of the handbook, and graduate students who are considering withdrawing from the program or taking a leave of absence, or who are being dismissed from the program should take note of the exit and refund policies to determine their financial obligations upon leaving the program. Graduate students are highly encouraged to reach out to the Office of Student Financial Services (sfs@relay.edu) in advance of exiting to discuss the financial implications.

In order to receive a full or partial refund for a term, graduate students must contact the Office of Admissions and Enrollment (enrollment@relay.edu) to initiate a withdrawal or leave of absence by the dates detailed in the refund calendar below and must submit completed request forms to the Office of Admissions and Enrollment within 10 calendar days of initiating the process. If completed forms are not received within that time frame, the date that they are finally received will be determined as the date of withdrawal for tuition refund purposes.

The amount that is refundable is inclusive of all billed tuition, including deferred tuition. An early departure from the program, whether it is a withdrawal, a leave, or dismissal, makes any deferred tuition payable and may result in a significant additional balance becoming payable.

The refund schedule for the 2017–2018 academic year is detailed in the table below. All Relay scholarships will be prorated at the same rate as tuition charges.
<table>
<thead>
<tr>
<th>Term</th>
<th>100% refund</th>
<th>50% refund</th>
<th>0% refund</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer 2017</td>
<td>Withdraw on or before August 15, 2017</td>
<td>Withdraw on or before August 21, 2017</td>
<td>Withdraw after August 21, 2017</td>
</tr>
<tr>
<td>Fall 2017</td>
<td>Withdraw on or before October 1, 2017</td>
<td>Withdraw on or before October 15, 2017</td>
<td>Withdraw after October 15, 2017</td>
</tr>
<tr>
<td>Spring 2018</td>
<td>Withdraw on or before February 15, 2018</td>
<td>Withdraw on or before March 1, 2018</td>
<td>Withdraw after March 1, 2018</td>
</tr>
</tbody>
</table>
When graduate students do not comply with requirements necessary for their enrollment at Relay, Student Services teams may place graduate student accounts on a hold. Holds can be placed on a graduate student’s abilities to register for classes, obtain a transcript, receive diplomas, and/or access online coursework. A description of each hold follows below.

<table>
<thead>
<tr>
<th>Hold Type</th>
<th>Student Service Placing Hold</th>
<th>Reasons for Hold</th>
<th>Hold Consequence</th>
<th>Action Required for Hold Removal</th>
</tr>
</thead>
</table>
| Bursar Hold     | Student Financial Services   | • Outstanding balance 30 days after term bill due date and/or  
|                 |                              | • Failure to complete loan exit counseling           | • Transcripts not issued  
|                 |                              |                                                      | • Diplomas not issued  
|                 |                              |                                                      | • Registration for subsequent academic terms not permitted  
|                 |                              |                                                      | • Enrollment in subsequent academic terms not permitted, thus resulting in exit at end of term  
|                 |                              |                                                      | • Overdue balance is paid in full, and/or  
|                 |                              |                                                      | • Loan exit counseling completed  
| Immunization Hold | Office of Admissions and  
|                  | Enrollment                 | • Failing to submit proof of immunization by deadline indicated by Dean’s Office | • Transcripts not issued  
|                  |                              |                                                      | • Diplomas not issued  
|                  |                              |                                                      | • Registration for subsequent academic terms not permitted  
|                  |                              |                                                      | • Enrollment in subsequent academic terms not permitted  
<p>|                  |                              |                                                      | • Proof of immunization submitted  |</p>
<table>
<thead>
<tr>
<th>Hold Type</th>
<th>Student Service Placing Hold</th>
<th>Reasons for Hold</th>
<th>Hold Consequence</th>
<th>Action Required for Hold Removal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certification Hold</td>
<td>Dean’s Office</td>
<td>• Failing to submit proof of meeting certification requirements by deadline indicated by Dean’s Office</td>
<td>• Registration for subsequent academic terms not permitted</td>
<td>• Proof of meeting certification requirements submitted</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Enrollment in subsequent academic terms not permitted, thus resulting in exit at end of term</td>
<td></td>
</tr>
</tbody>
</table>
INSTITUTIONAL POLICIES

CODE OF CONDUCT

All graduate students have an obligation to observe and follow Relay’s policies and to maintain proper standards of conduct at all times. If graduate-student behavior interferes with the safe operation of Relay, corrective disciplinary measures will be taken. Disciplinary action may include a verbal warning, written warning, suspension, or dismissal. The appropriate disciplinary action to be imposed will be determined by faculty and staff. The institution does not guarantee that one form of action will necessarily precede another. The following may result in disciplinary action, up to and including dismissal:

- Violation of Relay’s policies, procedures, or safety rules;
- Unauthorized possession, use, or sale of alcohol or controlled substances on Relay premises or during class sessions;
- Unauthorized possession, use, or sale of weapons, firearms, or explosives on Relay premises;
- Intoxication;
- Theft or dishonesty;
- Misuse of technology;
- Fighting;
- Abusive or foul language; and
- Physical harassment, sexual harassment, or disrespect toward another graduate student, employee, visitor, vendor, or other member of the public.

Relay regards code-of-conduct violations as serious offenses and will treat transgressions against this code as such. Code-of-conduct violations may therefore result in suspension or dismissal.

DUE PROCESS PROCEDURES FOR GRADUATE STUDENTS

If graduate students are charged with a violation of the code of conduct or a Relay policy, students will be informed in writing of the suspected violations and will have an opportunity to meet and discuss the charges and to learn what evidence Relay has to support the charges. Any graduate students charged with a violation will be given a full opportunity to present their positions and to provide evidence to support their positions. Graduate students and the dean, or her designee, upon completion of the investigation, may reach a mutually acceptable resolution that will end the matter. If no mutual informal resolution is reached, a determination of whether or not there is a violation and the sanction to be imposed (which may take into
account the graduate students’ previous records) will be provided to graduate students in writing.

Graduate students may appeal the determination made, the sanction, or both. The appeal should be made in writing and sent to the dean within 10 calendar days of the determination being sent. The grounds for an appeal are that new information not previously available should be taken into consideration, that there were procedural irregularities in the process that significantly affected the determination, or that the sanction imposed is not appropriate for the violation. The appeal should clearly set forth the basis of the appeal and explain the graduate students’ position on the appeal. If there is any supporting documentation, it should be supplied. The dean or a designee will consider the appeal by a review of the record and what graduate students have submitted. The person conducting the review may decide to meet with graduate students, but a meeting is not required. The decision on appeal may be to uphold, in whole or on part, the determination of a violation, to sustain or modify, in whole or in part, the sanction applied, or to return the matter to the dean for further review. The decision of the Dean’s Office is the final review.

**Nondiscrimination Policy**

Relay is committed to a policy of actively supporting equality for all persons. Relay does not discriminate on the basis of race, color, religion, creed, sex, gender identity, sexual orientation, national origin, ancestry, age, marital status, citizenship status, veteran status, disability, or any other criterion specified by federal, state, or local laws, in the administration of its admissions, employment and educational policies, or scholarship, loan, and other school-administered programs. Rather, Relay affirms that it admits students and selects employees regardless of their race, color, religion, creed, sex, gender identity, sexual orientation, national origin, ancestry, age, marital status, citizenship status, veteran status, disability, or any other criterion specified by federal, state, or local laws and thereafter accords them all the rights and privileges generally made available to students or employees at the school.

**Harassment Policy**

**A. Overview**

It is the policy of Relay to prohibit harassment from occurring at the institution or at any other place where a Relay-sponsored event takes place. Relay takes seriously any conduct that creates a hostile environment for graduate students or employees based on other protected characteristics (e.g., race, religion). The purpose of this policy is not to regulate personal morality or to encroach on the personal lives of graduate students or employees. Rather, in the spirit of Relay’s mission to teach teachers to develop in all students the academic skills and strength of character needed to succeed in college and life, this policy demonstrates Relay’s
commitment to maintaining a supportive academic environment and high standards of character that are not compromised by harassment of the institution’s graduate students and employees. It is also designed to comply with applicable law.

With respect to Relay employees, this policy applies to full-time employees, part-time employees, interns, and independent contractors, as well as to other types of Relay personnel.

B. DEFINING HARASSMENT

An individual is guilty of harassment when, with intent to harass, annoy, or alarm another person:

- They strike, shove, kick or otherwise subject such other person to physical contact, or attempt or threaten to do the same; or
- They follow a person in or about a public place or places; or
- They engage in a course of conduct or repeatedly commit acts which alarm or seriously annoy another person and which serve no legitimate purpose.

Harassment can be both sexual and nonsexual in nature. For a definition of Sexual Harassment, please see Definitions in the Gender Discrimination and Sexual Misconduct Policy and Procedures section below.

C. INVESTIGATION AND REMEDIATION

If graduate students or employees believe that they have experienced harassment of any type, or believe that they have witnessed harassment of any type, they should immediately notify the Title IX coordinator, Kelly Morris, Chief Student Services Officer, at kmorris@relay.edu. If a claim of harassment involves conduct by the dean, the provost, the chief operating officer, or the president, graduate students or employees should report the concern directly to Relay’s chair of the board or to this person’s designee.

All reports of harassment will be promptly investigated. If an informal, administrative resolution is mutually acceptable to all parties and can resolve the matter, it will be implemented. If this is not achieved, then Relay will investigate the matter and, if appropriate, determine the corrective action to be taken. Either party to the process may request a review of the corrective action taken if not satisfied with the process, the determination, or the sanction imposed.

Information about claims of harassment will be kept confidential to the extent consistent with a credible investigation.
It is important to understand that harassing conduct that may not constitute a violation of this policy may still constitute conduct that is unprofessional or is a violation of other Relay conduct standards.

**IMPORTANT NOTICE TO ALL GRADUATE STUDENTS AND EMPLOYEES:** Graduate students and employees who have experienced conduct, witnessed conduct, or been told of conduct that may violate this policy have an obligation to report the conduct in accordance with this complaint procedure. Graduate students’ or employees’ failure to fulfill this obligation could affect the ability of Relay to investigate a matter fully and could permit inappropriate conduct to continue. Also, please note that federal, state, and local discrimination laws and regulations establish specific time frames for initiating a proceeding.

If an investigation confirms that harassment has occurred, Relay shall take appropriate corrective action. For graduate students, confirmed cases of harassment shall be treated as violations of Relay’s code of conduct, with corrective action implemented as per the code of conduct. For employees, corrective action may include, but not necessarily be limited to, an official memorandum in an employee’s personnel file, salary adjustment of the offending employee, or the termination of the offending employee. In addition, Relay may require that graduate students or employees engage in training or counseling to develop a better understanding of the policy prohibiting harassment and to prevent another occurrence. The proper supervisor or academic advisor may also follow up with graduate students or employees after corrective action has been taken to ensure that the harassment has ceased and to determine whether any retaliatory actions have occurred.

No graduate students or employees shall be subject to retaliation, intimidation, or discipline as a result of making a complaint of harassment or participating in an investigation. However, disciplinary action up to and including dismissal may be taken against anyone who knowingly makes a false, meritless, or malicious claim of harassment.

For additional information on Relay’s policies related to sexual harassment, please see the [Gender Discrimination and Sexual Misconduct Policy and Procedures](#).

**GENDER DISCRIMINATION AND SEXUAL MISCONDUCT POLICY AND PROCEDURES**

**POLICY**

Relay is committed to ensuring equal access to its educational programs and employment opportunities without regard to race, color, religion, sex, sexual orientation, gender identity,
gender expression, national origin, ancestry, age, marital status, citizenship status, veteran status, disability or any other basis protected by federal, state, or local law.

Relay is committed to providing an environment not impaired by sexual misconduct, including sex discrimination and sexual harassment, which is prohibited by Title IX of the Higher Education Amendments of 1972. Title IX, the Violence Against Women Act (VAWA), and state laws such as the New York Education Law Article 129-B (Enough is Enough) and the Illinois Preventing Sexual Violence in Higher Education Act further require that Relay take specific steps to stop sexual misconduct, remedy its effects, and prevent its recurrence.

Sexual misconduct is a broad term that includes, but is not limited to, sexual harassment, sexual assault (nonconsensual sexual contact, nonconsensual sexual intercourse, and forced sexual intercourse), sexual exploitation, stalking, domestic violence, dating violence, and retaliation. Similarly, Relay will not tolerate harassing, violent, intimidating, or discriminatory conduct by its graduate students, faculty members, employees, or any other member of or visitor to the Relay community. The goals of this policy are to create a community (including, but not limited to, graduate students, faculty members, employees, applicants, vendors, visitors, and guests) not impaired by sexual misconduct of any kind, to provide avenues for those affected by sexual misconduct to obtain assistance, and to provide a prompt and equitable complaint and investigation procedure.²

**Jurisdiction**

This policy applies to conduct occurring on campus, during any Relay class, program or activity on or off campus or abroad, including academic programs, admissions, recruitment, financial aid, employment, as well as certain off-campus conduct perpetrated or suffered by Relay graduate students, faculty members, employees, or third party member of the Relay community.

**Title IX Coordinator**

The Title IX coordinator is responsible for ensuring compliance with Title IX, overseeing training and education, and gathering and reporting information to the campus community. The Title IX coordinator is available to answer any questions related to this policy, procedures, resources, reporting options, and remedial and safety measures.

Relay’s Title IX coordinator is:

Kelly Morris

² For other discriminatory conduct not covered by this policy, please refer to the Nondiscrimination Policy as appropriate. If graduate students have any questions about which policy and procedure may apply, please contact the Dean’s Office.
Relay encourages individuals to report all misconduct immediately to the Title IX coordinator, an appropriate designee(s), or any other Relay staff member. Relay will fully and promptly investigate all allegations of misconduct and will take appropriate action.

Inquiries concerning the application of Title IX may also be directed to:

US Department of Education Office for Civil Rights
Lyndon Baines Johnson Department of Education Building
400 Maryland Avenue, SW
Washington, DC 20202-1100
ocr@ed.gov
(800) 421-3481

**Retaliation**

Relay will not tolerate retaliation. Retaliation is prohibited by Title IX and Relay policy. Any attempt by a member of, or visitor to, the Relay community to intimidate, penalize, or threaten a person who reports or who is otherwise involved in a report of discrimination, misconduct, or harassment is strictly prohibited. Any person found to have participated in an act of retaliation will be disciplined in accordance with Relay's Code of Conduct. In some cases, knowingly making a false report of discrimination or harassment can amount to retaliation.

**Definitions**

**Sex and gender-based misconduct** encompasses a broad range of behaviors including sex and/or gender discrimination, which may or may not be sexual in nature. Sexual harassment, sexual assault, and intimate partner violence such as domestic violence, dating violence, and stalking are other types of gender-based misconduct prohibited by law and this policy. Gender-based misconduct can be perpetrated by men or women and can occur between people of the same or different sex.

Examples of gender-based misconduct include pressure to date or engage in a romantic or intimate relationship, unwelcome touching, kissing, hugging; inappropriate remarks about a person’s gender, gender expression, or sexual orientation; inappropriate sexual innuendo or humor; unnecessary or unwelcome references to parts of the body; and forced sexual activities.

**Sexual harassment** is a type of sex discrimination and is prohibited by Title IX and by Relay. Sexual harassment may include unwelcome sexual advances, requests to engage in sexual conduct or for sexual favors, and other behavior of a sexual nature where:
• Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s education or employment;
• Submission to or rejection of such conduct by an individual is used as the basis for academic or employment decisions affecting the individual; and/or
• Such conduct has the purpose or effect of substantially interfering with an individual’s academic or work performance, or of creating an intimidating, hostile, or demeaning educational or employment environment.

Sexual harassment can be verbal, visual, or physical and can occur regardless of the relationship, position, gender, or sexual orientation of the parties involved. It can be overt (e.g., in a suggestion that a person can get a higher grade by submitting to sexual advances), or implied from conduct or circumstances. Sexual harassment can also consist of unwelcome attempts to transform an educational or professional relationship into a personal one. It may include severe, persistent and pervasive unwelcome sexual flirtation or inappropriate or derogatory language, including jokes involving individuals or classes of people, or persistent requests for dates. A single incident or few incidents may not necessarily amount to harassment, but a single extreme incident could constitute prohibited discrimination or harassment. Sexual harassment can also include the display of offensive materials, unwelcome physical contact, or serious physical abuse such as sexual assault or rape.

**Sexual assault** is any nonconsensual, intentional physical contact of a sexual nature. Sexual assault includes:

- **Nonconsensual Sexual Contact**: Any intentional sexual touching, however slight and with any object or body part, that is without consent (as defined in this policy) and/or by threat, intimidation, coercion, duress, violence, or by causing a reasonable fear of harm. This includes intentional contact with breasts, buttocks, groin, mouth, or genitals, as well as any other intentional bodily contact that occurs in a sexual manner.
- **Rape**: The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, forcibly or without affirmative consent, or where the victim is incapable of affirmative consent due to mental or physical incapacity. Statutory rape is non-forcible sexual intercourse with a person who is under the statutory age of consent. The age of consent varies by state. In New York State, the age of consent is 17.

**Domestic violence** may include violent acts by a current or former spouse; by a person with whom the victim shares a child in common; by a person who is or has cohabitated with the victim as a spouse; by a person similarly situated to a spouse; between a parent and child; between members of the same household in an intimate relationship; or by any other person similarly situated. Domestic violence can be physical, sexual, emotional, or economic in nature.

**Dating violence** can be violence or abusive behavior used by one partner to gain or maintain control over another partner. It can be violence committed by a person who is or has been in a social, romantic or intimate relationship with the victim. The existence of such a relationship
will be determined by factors such as the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved.

**Stalking** is unwanted or obsessive attention by an individual or group toward a specific person that would cause a reasonable person to fear for his or her safety or the safety of others, or to suffer substantial emotional distress. Stalking may include the monitoring of an individual online via social media, email, or other technology. It may also include unwanted observation or surveillance.

**Affirmative consent** ("consent") is a knowing, voluntary, and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. This definition does not vary based upon a participant’s sex, sexual orientation, gender identity, or gender expression.

- Consent to any sexual act or prior consensual sexual activity between or with any party does not necessarily constitute consent to any other sexual act;
- Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol;
- Consent may be initially given but withdrawn at any time;
- Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to consent;
- Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm;
- When consent is withdrawn or can no longer be given, sexual activity must stop;
- **The age of consent varies by state. According to New York law, children under 17 years of age cannot legally consent to sex or sexual contact with an adult (i.e., someone who is 17 years of age or older).** Any sexual contact in New York between a child under 17 and an adult is a crime, and any such illegal behavior between a Relay graduate student under 17 and a Relay employee or employee of a contracted service provider to Relay will be reported to an appropriate law enforcement agency. Other jurisdictions may have different standards, and any illegal behavior in such jurisdiction also will be reported to the appropriate law enforcement agency.

**Incapacitation** occurs when an individual lacks the ability to knowingly choose to participate in sexual activity. Incapacitation may be caused by the lack of consciousness or being asleep, being involuntarily restrained, or if an individual otherwise cannot consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other
intoxicants may be incapacitated and therefore unable to consent. Evaluating incapacitation requires an assessment of an individual’s:

- Decision-making ability;
- Awareness of consequences;
- Ability to make informed judgments;
- Capacity to appreciate the nature and the quality of the act; and
- Level of consciousness.

An individual is in violation of this policy if they engage in sexual activity with a person the individual knows or reasonably should know is incapable of making a knowing, reasonable decision about whether to engage in sexual activity.

**Confidentiality** may be offered by an individual who is not required by state or federal law to report known incidents of sexual assault or other crimes to institution officials. For a list of confidential resources at Relay, please see Appendix A.

**Privacy** may be offered by an individual when such individual is unable to offer confidentiality under the law. Privacy means that a person will not disclose information unless necessary to comply with this policy and applicable laws.

**Alcohol and/or Drug-Use Amnesty**

The health and safety of all graduate students at Relay is of utmost importance. Relay recognizes that graduate students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at the time that violence, including but not limited to domestic violence, dating violence, stalking, or sexual assault, occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. Relay strongly encourages graduate students to report domestic violence, dating violence, stalking, or sexual assault to institution officials. A bystander acting in good faith or a reporting individual acting in good faith that discloses any incident of domestic violence, dating violence, stalking, or sexual assault to a Relay faculty or staff member or law enforcement will not be subject to action for violations of Relay’s alcohol and/or drug use policies occurring at or near the time of the commission of the domestic violence, dating violence, stalking, or sexual assault.

**Safe Bystander Interventions**

Observers of a sexual assault or other types of gender- or intimate-partner-based misconduct, such as domestic violence, dating violence, or stalking, may be able to help the victim. However, it is important that graduate students do so in a positive manner and in a way that keeps graduate students and the victim safe. Appropriate interventions will depend on the situation. Safe and appropriate options for bystanders may include calling the public safety office in violent or potentially violent situations, intervening if graduate students believe
someone is in a potentially uncomfortable or unsafe situation, and/or encouraging the target of such conduct to report the incident and seek support.

It is imperative that bystanders report sexual assault, harassment, and other forms of gender-based misconduct, even if those involved in reporting the alleged misconduct may be violating other Relay policies. Relay expects that members of the community will look out for one another and immediately report troubling behavior so that Relay can put a stop to it, address the effects of the behavior, and prevent its recurrence.

Confidentiality

Any Relay official (e.g., faculty member, dean) informed of possible discrimination, harassment, or sex- or gender-based misconduct must report it to the Title IX coordinator.

However, should graduate students prefer to report an incident confidentially, resources outside of Relay are available. Confidential resources are only those listed in Appendix A. Relay officers and employees who cannot guarantee confidentiality will maintain graduate students' privacy to the greatest extent possible. The information graduate students provide to a nonconfidential resource will be shared only as necessary for the Title IX coordinator to investigate and/or seek a resolution.

If a reporting individual discloses an incident to a Relay employee who is responsible for responding to or reporting sexual assault, domestic violence, dating violence, or stalking, and does not wish to share their identity with certain parties or does not consent to Relay’s initiation of an investigation, the Title IX coordinator will weigh that request against Relay’s obligation to provide a safe, nondiscriminatory environment for all members of its community.

All members of the Relay community should understand that even if the complainant asks Relay not to pursue an investigation, or decides to attempt to resolve the situation informally, Relay may still need to investigate the allegations and address the conduct.

Confidential Resources

Should graduate students want to report or discuss an incident confidentially, resources outside of Relay are available. Confidential resources are only those listed in Appendix A.

Nonconfidential Resources

Should graduate students want to report or discuss an incident without confidentiality, they should contact Relay’s Title IX coordinator, an appropriate designee(s), or any Relay faculty or staff member.
PROCEDURES

Reporting Misconduct Internally

All members of the Relay community, including graduate students, staff, faculty, vendors, and visitors who experience, witness, or hear about gender-based misconduct, including sexual harassment and sexual assault, are encouraged to immediately contact Relay’s Title IX coordinator, Kelly Boucher Morris, in person at 40 W. 20th St., 7th Floor, New York, NY, by phone at (212) 212-1888 ext. 125, or by email at kmorris@relay.edu. In an emergency, please call 911. There is no time limit on how long after an incident graduate students can make a report of misconduct. However, Relay’s ability to respond to a report may be hindered by the length of time between the alleged misconduct and the report itself.

Once Relay is informed of alleged misconduct, the Title IX coordinator or a designee will notify the reporting individual and the respondent of their rights. See Appendix B for Relay’s Graduate Students’ Bill of Rights. The Title IX coordinator will help the parties navigate the formal complaint process, access appropriate medical, emotional, or academic services, discuss possible interim arrangements during the investigation and resolution phases, and answer graduate students’ questions along the way. Relay will endeavor to promptly, thoroughly, and impartially investigate and resolve all complaints. Relay reserves the right to determine that there is a more appropriate Relay process for handling a matter and will advise the complaining party of the alternative process.

Reporting individuals have the right to withdraw a complaint or involvement from the institution’s process at any time. However, because Relay has an obligation to address allegations of which it is aware, Relay may need to investigate an incident and take action whether or not the reporting individual wishes to pursue a complaint. A reporting individual’s lack of participation may limit the available remedies. Relay will attempt to resolve complaints within sixty days of receiving a report; however, that time frame may be adjusted depending on the allegations, parties involved, and time of year.

Reporting Misconduct to Law Enforcement

If graduate students have been the victim or target of a sexual assault or other type of sexual misconduct, graduate students may also contact the police in addition to Relay. Graduate students do not have to file a report with the police, but if graduate students would like to do so, someone from Relay can accompany graduate students to the local police department to support graduate students through the process.

3 Many of the items outlined in the Graduate Students’ Bill of Rights will be applicable to any complainant of sexual misconduct and any respondent, even if not a graduate student.
Relay can also provide graduate students with information about the process of obtaining a judicial order of protection. In certain circumstances, depending on the type of conduct alleged and the parties involved, Relay may be independently obligated to contact the police. Relay will continue its own investigation into the alleged conduct, regardless of whether or not the police decide to pursue their own investigation. Relay will cooperate with police investigations and will honor and enforce any judicial “no contact,” restraining, or protective orders the parties may obtain outside the Relay process.

**Advisors**

The complainant and respondent have the right to be accompanied by an advisor of choice throughout the judicial process. The advisor is expected to be a silent and nonparticipating observer. The advisor may communicate only with the advisee during proceedings in a nondisruptive manner. Relay’s investigator and hearing officer have the right at all times to determine what constitutes appropriate behavior on the part of an advisor and whether the person may remain at the proceedings. The Title IX coordinator and the hearing officer are to be notified at least 24 hours in advance if either party will be accompanied by an advisor.

**Investigation**

The complainant and respondent will have an equal opportunity to participate in the investigation and subsequent hearing with advisors of their choice, provide statements, submit additional information, and/or identify witnesses who may have relevant information. The respondent will be notified that an investigation is underway, including the date, time, location and factual allegations regarding the complaint, and will be afforded the opportunity to independently meet with the Title IX coordinator or a designee to review this procedure and to have their rights explained. The Title IX coordinator or a designee will counsel both parties on the available academic and other emotional supports available. Relay will notify the parties in writing prior to any meeting that they are required or eligible to attend.

During an investigation, the Title IX coordinator or an appropriate designee may ask for written statements and other documents or evidence that may aid in the investigation. Therefore, it is important to preserve all evidence associated with the conduct or that graduate students think might help others understand what happened. Such evidence can include text messages, Facebook or Instagram posts, photos, voicemails, emails, or items of clothing.

**Interim Measures**

During the investigation process, interim measures will be discussed with the parties and implemented as may be appropriate. Possible interim measures available to graduate students, faculty, staff, or other individuals participating in this process may include a change in class schedule, housing arrangements, academic and/or emotional support, and/or work arrangements.
The parties may request that Relay issue a “no contact” order, which prohibits the parties from interacting and restricts one or both party’s access to certain areas of campus. “No contact” orders are usually not indefinite and either party may request that the Title IX coordinator or a designee amend or revoke a “no contact” order. Intentional and/or repeated violations of a Relay-issued “no contact” order are a violation of this policy and may result in additional disciplinary charges and disciplinary sanctions.

In some misconduct cases, mediation may be appropriate. However, in cases that involve a potential sexual assault or other forms of sexual violence or intimidation, domestic violence, dating violence, or stalking, mediation is not an appropriate option. Mediation will only be pursued with the consent of both the complainant and the respondent. Either party may stop the mediation process at any time.

Both parties will be updated throughout the investigation process. At the close of an investigation, the Title IX coordinator or a designee will prepare an investigation report for a designated hearing officer’s review and use in determining responsibility. Both parties will be provided access to the investigation report prior to its delivery to the hearing officer and be given an opportunity to correct inaccuracies that they believe exist.

**Adjudication**

Once the full investigation is complete, the matter will generally then proceed to the decision-making phase before a hearing officer designated by Relay. The hearing officer will decide whether the accused is responsible, in whole or in part, for the alleged misconduct. Relay will choose the hearing officer based on the parties involved and the nature of the allegations. Relay may designate as a hearing officer an appropriate member of the Relay community or may designate an external adjudicator, as determined by Relay.

The parties will be notified in writing of the date, time, and location of the hearing and the possible sanctions upon a finding that the respondent is responsible for all or part of the conduct. Both parties are encouraged to attend the hearing. Should either party decide not to attend the hearing, it will continue in his or her absence. Arrangements can be made for a party to appear at the hearing by video or audio conference.

In some circumstances, and in consultation with the parties, Relay may work to achieve a mutually satisfactory resolution without the necessity of a formal hearing process that would resolve the complaint. Any informal resolution would require the written agreement of the parties. Relay may also, upon the conclusion of an investigation, determine that there is insufficient evidence to move forward with an adjudication process. If Relay makes such a decision, the complainant may request reconsideration by Relay.
Witnesses

At the hearing, both parties will have the opportunity to present witnesses and testimony. If either party desires to present witnesses, that party must submit a list of potential witnesses to the Title IX coordinator at least 48 hours prior to the hearing. The relevance of the witnesses to the event(s) under investigation will be determined by the hearing officer. Individuals whose identity and knowledge of the events were ascertained as part of the investigation may also be called, at the discretion of the hearing officer. Any written statement or other information provided by a witness will be available for review by both parties at the hearing. The hearing officer and both parties may pose questions to the witnesses during the proceeding if the witnesses are present, but unless all parties and the hearing officer agree, all questions will be asked by the hearing officer. Advisors may not pose questions to witnesses.

Impact Statements

After the hearing, but before the hearing officer delivers his/her written determination of responsibility and sanction, if any, the parties will have the opportunity to submit an impact statement for the hearing officer’s consideration with regard to sanction.

Determination

The hearing officer will make a determination whether there has been a violation of Relay policy based on the preponderance of the evidence, which means he or she will determine whether it is more likely than not that the alleged conduct occurred. The burden of proof will not be solely on any one party. The hearing officer will make a recommendation to Relay about an appropriate sanction.

Relay will simultaneously notify the complainant and the respondent of the hearing officer’s determination, including a brief summary of the facts and rationale. Relay will also simultaneously notify the parties of the final decision regarding sanction(s), if applicable.4

Sanctions

Possible sanctions include exclusion from certain Relay buildings, classes, and events; suspension, expulsions, and/or discharge from employment or enrollment. Individuals doing business with Relay or third-party vendors found to be in violation of this policy may be banned from Relay, and Relay will notify their respective employers of all charges and disciplinary outcomes. Visitors may be banned from Relay. Relay may impose other conditions, such as counseling, assessment, or participation in training.

4 In the case of an employee respondent found to have violated this policy, Relay reserves the right to withhold certain information on sanctions if the sanctions do not directly impact the complainant.
Transcript Notations

Graduate students suspended or expelled for committing an act of sexual assault, domestic violence, dating violence, stalking, or a “violent crime,” as defined by the Clery Act, will have a notation placed on their transcript as follows: “Suspended after a finding of responsibility for a code-of-conduct violation” or “Expelled after a finding of responsibility for a code-of-conduct violation.” A transcript notation will not be removed prior to one year after conclusion of the suspension. Expulsion notations will not be removed in any case. If a finding of responsibility is vacated for any reason, a corresponding transcript notation will be removed.

If graduate students who have been charged with a violation withdraw from Relay while charges are pending and decline to complete the disciplinary process, the following notation will be placed on their transcript: “Withdrew with conduct charges pending.”

Appeal

Both parties have the right to appeal the outcome of the hearing officer’s determination of responsibility and/or sanction. An appeal is appropriate in only certain circumstances, as follows:

1) a party believes a procedural error substantially impacted the original finding or sanction;
2) a party has substantial new evidence that was not available during the investigation or hearing and which would substantially impact the original finding or sanction; or
3) a party feels that the sanction is substantially outside the scope or guidelines set by Relay policy.

Requests for an appeal must be made in writing, include the grounds for appeal, and be received by the Title IX coordinator within five business days of receipt of notification of the hearing officer’s decision.

Appeals of the hearing officer’s decision will be heard by an appeal panel. All appellate decisions are final. The appeal panel may affirm, modify or overrule the determination and/or the sanction in whole or in part, and may refer the matter back to the investigator or hearing officer for further action. Both parties will be informed of the outcome of any appeal.

ACADEMIC FREEDOM

While Relay is committed to the principles of free inquiry and free expression in the educational program and in research, harassment identified in this policy is neither legally protected expression nor the proper exercise of academic freedom.
STUDENT GRIEVANCE POLICY

The student grievance policy is available to any graduate students who seek to resolve any grievance involving an alleged violation, of any of the written Relay policies, that directly affects that student, committed by any member of the Relay community while acting in an official capacity (e.g., faculty member, administrator, staff member).

When a grievance occurs, graduate students must address the faculty/staff member directly and, if necessary, the faculty member’s program director or staff member’s supervisor. If no satisfactory resolution is made through these means, the student may file an official grievance by filing with the dean the Student Grievance Form, available by contacting the Dean’s Office or Office of Admissions and Enrollment.

DISABILITY POLICY

The Relay community is committed to supporting students with physical, learning, medical, psychiatric or other disabilities. To demonstrate the existence of a disability that may entitle a graduate student to reasonable accommodations under the Americans with Disabilities Act (ADA) and related laws, graduate students must complete the process outlined on the Disability Volunteer Disclosure Form on the GEN-101 course. This process may include scheduling an accommodation meeting with the Dean’s Office, securing an official document that verifies the disability is related to the Relay program, meeting with a Dean’s Office representative, and submitting the Disability Volunteer Disclosure Form to the Office of Admissions and Enrollment.

The Office of Admissions and Enrollment and the Dean’s Office will review graduate students’ registration information and supporting documents and begin coordinating support and/or accommodations. If appropriate, Relay may refer graduate students to professional resources when deciding the level of disability and the level of further help and support required. This support and/or these accommodations will be monitored, reviewed, and adjusted as necessary.

For graduate students with physical disabilities, Relay will ensure that access to classroom facilities is appropriate and relocate teaching areas if required. Relay will also ensure that, where possible, all classroom facilities are accessible and, where this is not feasible, ensure that alternative arrangements are made and that support and assistance are provided whenever possible.

OPEN-DOOR POLICY

Relay is committed to providing a welcoming environment to those who wish to learn from the institution and help it improve. Therefore, many visitors regularly observe at Relay. When those visitors are members of the press, Relay will always (a) send faculty members and graduate
students an email in advance of journalists’ presence in classes and (b) inform journalists that neither faculty members’ nor graduate students’ names or identifying information may be used without their direct consent. Relay encourages graduate students to obtain permission from their school leaders before sharing school-level information with the press. No visitor may record, photograph, or film a Relay session without the prior permission of the Dean’s Office, provost, or president.
APPENDIX A

CONFIDENTIAL OFF-CAMPUS RESOURCES

NEW YORK STATE RESOURCES

NYC Family Justice Centers  

The New York City Family Justice Centers are a program of the Mayor’s Office to Combat Domestic Violence.

The New York City Family Justice Centers provide criminal justice, civil legal, and social services all in one location for victims of domestic violence, elder abuse, and sex trafficking. Victims can meet with a prosecutor, speak with a trained counselor, and apply for housing and financial assistance in just one place. Children age three and up can play in a children’s room while their parents receive services.

Services are free and available to all victims. Victims can get help at the Centers no matter their immigration status or the language they speak. Staff can speak more than 30 languages and interpretation services are also available in many more languages.

**Manhattan**  
Address: 80 Centre Street, Manhattan  
Phone: (212) 602-2800

**Bronx**  
Address: 198 East 161st Street, Bronx  
Phone: (718) 508-1222

**Brooklyn**  
Address: 350 Jay Street, downtown Brooklyn  
Phone: (718) 250-5111 and select 6

**Queens**  
Address: 126-02 82nd Avenue, Kew Gardens  
Phone: (718) 575-4500
NYC Resource Directories

SAFE Centers for Excellence
http://www.svfreennyc.org/survivors_emergency.html

Sexual Assault Forensic Examiner (SAFE) services are considered the best and most victim-centered approach to acute health care for sexual assault patients. SAFE Centers provide sexual assault patients with:

1) Sensitive, victim-centered medical and forensic health care performed by a specially trained Sexual Assault Forensic Examiner (SAFE). A SAFE is a healthcare provider such as a doctor, nurse, physician’s assistant, or nurse practitioner.

2) Care that is timely, compassionate, and patient-centered, in a designated and appropriately equipped private room.

3) Assurance about the quality of collection, documentation, preservation and custody of physical evidence by utilizing a trained and New York State Department of Health–certified sexual assault forensic examiner to perform exams. These examiners are available to provide expert testimony if patients choose to report crimes to law enforcement.

4) Psycho-social and legal support by a specially trained rape crisis advocate or counselor.

5) Reliable referrals to mental and physical health care and follow-up services.

Manhattan
St. Luke’s Hospital (CHP)
Amsterdam Ave & W 113th St

Roosevelt Hospital (CHP)
1000 10th Ave

Beth Israel-Petrie Campus (CHP)
1st Ave & E 16th St

Bellevue Hospital (HHC)
1st Ave & E 27th St
Harlem Hospital (HHC)
506 Lenox Ave

Metropolitan Hospital Center (HHC)
1901 1st Ave

Mount Sinai Medical Center (Mount Sinai)
1 Gustave L Levy Pl

New York Presbyterian Hospital-Columbia (NYP)
622 W 168th St

New York-Presbyterian Hospital- The Allen Pavilion (NYP)
5141 Broadway

New York-Presbyterian Hospital-Weill Cornell (NYP)
525 East 68th St

**Brooklyn**
Woodhull Medical and Mental Health Center (HHC)
760 Broadway

Coney Island (HHC)
2601 Ocean Pkwy

Kings County Hospital Center (HHC)
451 Clarkson Ave

**Bronx**
North Central Bronx (HHC)
E 210th St & Kossuth Ave

Lincoln Medical and Mental Health Center (HHC)
234 E 149th St

Jacobi Hospital (HHC)
Eastchester Rd & Pelham Pkwy S

**Queens**
Queens Hospital Center (HHC)
82-68 164th St

Elmhurst Hospital (HHC)
79-01 Broadway

Staten Island
Richmond University Medical Center (IN)
355 Bard Ave

Other Resources
NYC Gay and Lesbian Anti-Violence Project (212) 714-1141
Safe Horizon: Rape and Sexual Assault Hotline (212) 227-3000
Safe Horizon: NYC Domestic Violence Hotline (800) 621-4673
NYS Domestic and Sexual Violence Hotline (800) 942-6906

NATIONAL RESOURCES

National Sexual Assault Hotline
(800) 656-HOPE (4673)
https://www.rainn.org/about-national-sexual-assault-telephone-hotline

The National Domestic Violence Hotline
(800) 799-SAFE (7233)
http://www.thehotline.org

National Center for Victims of Crime
Victim Service Helpline
(800) FYI-CALL (211-7996)
APPENDIX B

GRADUATE STUDENTS’ BILL OF RIGHTS

ALL GRADUATE STUDENTS HAVE THE RIGHT TO:

- Make a report to local law enforcement and/or state police.
- Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously.
- Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure from Relay.
- Participate in a process that is fair and impartial and provides adequate notice and a meaningful opportunity to be heard.
- Be treated with dignity and to receive from the institution courteous, fair, and respectful health care and counseling services, where available.
- Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations.
- Describe the incident to as few Relay representatives as practicable and not to be required to unnecessarily repeat a description of the incident.
- Be free from retaliation by Relay, the accused and/or the respondent, and/or their friends, family and acquaintances within the jurisdiction of the institution.
- Access to at least one level of appeal of a determination.
- Be accompanied by an advisor of choice who may assist and advise a reporting individual, accused, or respondent throughout the judicial or conduct process including during all meetings and hearings related to such process.
- Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of Relay.
The Violence Against Women Act (VAWA) requires Relay to include certain New York State (home of Relay’s flagship campus) criminal definitions in its annual security report and also requires that these definitions be provided in other materials disseminated by Relay. Relevant New York definitions are set forth below. Ultimately, the state district attorney will determine whether an act meets the criminal standard.

**Consent**

Lack of consent results from: forcible compulsion; or incapacity to consent; or where the offense charged is sexual abuse or forcible touching, any circumstances, in addition to forcible compulsion or incapacity to consent, in which the victim does not expressly or impliedly acquiesce in the actor’s conduct. Where the offense charged is rape in the third degree, a criminal sexual act in the third degree, or forcible compulsion in circumstances under which, at the time of the act of intercourse, oral sexual conduct or anal sexual conduct, the victim clearly expressed that he or she did not consent to engage in such act, and a reasonable person in the actor’s situation would have understood such person’s words and acts as an expression of lack of consent to such act under all the circumstances. A person is incapable of consent when he or she is: less than 17 years old; or mentally disabled; or mentally incapacitated; or physically helpless; or committed to the care and custody of the state department of correctional services, a hospital, the office of children and family services and is in residential care, or the other person is a resident or inpatient of a residential facility operated by the office of mental health, the office for people with developmental disabilities, or the office of alcoholism and substance abuse services, and the actor is an employee, not married to such person, who knows or reasonably should know that such person is committed to the care and custody of such department or hospital.

**Consent, Abbreviated**

Clear, unambiguous, and voluntary agreement between the participants to engage in specific sexual activity.

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5 For purposes of enforcing the expectations and requirements of this policy, sexual and gender-based misconduct is defined in the body of this policy.

6 Relay defines consent as *affirmative consent* consistent with N.Y. Educ. Law § 6441.
New York State does not specifically define “dating violence.” However, under New York law, intimate relationships are covered by the definition of domestic violence when the crime is committed by a person in an “intimate relationship” with the victim. See “Family or Household Member” for definition of “intimate relationship.”

**Domestic Violence**

An act which would constitute a violation of the penal law, including, but not limited to acts constituting disorderly conduct, harassment, aggravated harassment, sexual misconduct, forcible touching, sexual abuse, stalking, criminal mischief, menacing, reckless endangerment, kidnapping, assault, attempted murder, criminal obstruction or breaching of blood circulation, or strangulation; and such acts have created a substantial risk of physical or emotional harm to a person or a person’s child. Such acts are alleged to have been committed by a family member. The victim can be anyone over the age of 16, any married person, or any parent accompanied by his or her minor child or children in situations in which such person or such person’s child is a victim of the act.

**Family or Household Member**

Persons related by consanguinity or affinity; persons legally married to each other; persons formerly married to one another regardless of whether they still reside in the same household; persons who have a child in common regardless of whether such persons are married or have lived together at any time; unrelated persons who are continually or at regular intervals living in the same household or who have in the past continually or at regular intervals lived in the same household; persons who are not related by consanguinity or affinity and who are or have been in an intimate relationship regardless of whether such persons have lived together at any time. Factors that may be considered in determining whether a relationship is an “intimate relationship” include, but are not limited to: the nature or type of relationship regardless of whether the relationship is sexual in nature; the frequency of interaction between the persons; and the duration of the relationship. Neither a casual acquaintance nor ordinary fraternization between two individuals in business or social contexts shall be deemed to constitute an “intimate relationship;” any other category of individuals deemed to be a victim of domestic violence as defined by the office of children and family services in regulation. Intimate relationship status shall be applied to teens, lesbian/gay/bisexual/transgender, and elderly individuals, current and formerly married and/or dating heterosexual individuals who were, or are in an intimate relationship.

**Parent**

Natural or adoptive parent or any individual lawfully charged with a minor child’s care or custody.
Sexual Assault

New York State does not specifically define sexual assault. However, sexual assault includes offenses that meet the definitions of rape, fondling, incest, or statutory rape.

Sex Offenses, Lack of Consent

Whether or not specifically stated, it is an element of every sexual act committed without consent of the victim.

Sexual Misconduct

When a person:
1) engages in sexual intercourse with another person without such person’s consent; or
2) engages in oral sexual conduct or anal sexual conduct without such person’s consent; or
3) engages in sexual conduct with an animal or a dead human body.

Rape in the Third Degree

When a person:
1) engages in sexual intercourse with another person who is incapable of consent by reason of some factor other than being less than 17 years old;
2) being 21 years old or more, engages in sexual intercourse with another person less than 17 years old; or
3) engages in sexual intercourse with another person without such person's consent where such lack of consent is by reason of some factor other than incapacity to consent.

Rape in the Second Degree

When a person:
1) being 18 years old or more, engages in sexual intercourse with another person less than 15 years old; or
2) engages in sexual intercourse with another person who is incapable of consent by reason of being mentally disabled or mentally incapacitated. It is an affirmative defense to the crime of rape in the second degree the defendant was less than four years older than the victim at the time of the act.

Rape in the First Degree

When a person engages in sexual intercourse with another person:
1) by forcible compulsion; or
2) who is incapable of consent by reason of being physically helpless; or
3) who is less than 11 years old; or
4) who is less than 13 years old and the actor is 18 years old or more.
Criminal Sexual Act in the Third Degree

When a person engages in oral or anal sexual conduct:
  1) with a person who is incapable of consent by reason of some factor other than being less than 17 years old;
  2) being 21 years old or more, with a person less than 17 years old;
  3) with another person without such person’s consent where such lack of consent is by reason of some factor other than incapacity to consent.

Criminal Sexual Act in the Second Degree

When a person engages in oral or anal sexual conduct with another person:
  1) and is 18 years or more and the other person is less than 15 years old; or
  2) who is incapable of consent by reason of being mentally disabled or mentally incapacitated. It is an affirmative defense that the defendant was less than four years older than the victim at the time of the act.

Criminal Sexual Act in the First Degree

When a person engages in oral or anal sexual conduct with another person:
  1) by forcible compulsion;
  2) who is incapable of consent by reason of being physically helpless;
  3) who is less than 11 years old; or
  4) who is less than 13 years old and the actor is 18 years old or more.

Forcible Touching

When a person intentionally, and for no legitimate purpose, forcibly touches the sexual or other intimate parts of another person for the purpose of degrading or abusing such person; or for the purpose of gratifying the actor’s sexual desire. It includes squeezing, grabbing, or pinching.

Persistent Sexual Abuse

When a person commits a crime of forcible touching, or second- or third-degree sexual abuse within the previous 10-year period, has been convicted two or more times, in separate criminal transactions for which a sentence was imposed on separate occasions of one of the above mentioned crimes or any offense defined in this article, of which the commission or attempted commissions thereof is a felony.

Sexual Abuse in the Third Degree

When a person subjects another person to sexual contact without the latter’s consent. For any prosecution under this section, it is an affirmative defense that:
1) such other person’s lack of consent was due solely to incapacity to consent by reason of being less than 17 years old; and
2) such other person was more than 14 years old and the defendant was less than five years older than such other person.

**Sexual Abuse in the Second Degree**

When a person subjects another person to sexual contact and when such other person is:

1) incapable of consent by reason of some factor other than being less than 17 years old; or
2) less than 14 years old.

**Sexual Abuse in the First Degree**

When a person subjects another person to sexual contact:

1) by forcible compulsion;
2) when the other person is incapable of consent by reason of being physically helpless; or
3) when the other person is less than 11 years old; or
4) when the other person is less than 13 years old.

**Aggravated Sexual Abuse**

For the purposes of this section, conduct performed for a valid medical purpose does not violate the provisions of this section.

**Aggravated Sexual Abuse in the Fourth Degree**

When a person inserts a:

1) foreign object in the vagina, urethra, penis, or rectum of another person and the other person is incapable of consent by reason of some factor other than being less than 17 years old; or
2) finger in the vagina, urethra, penis, rectum, or anus of another person causing physical injury to such person and such person is incapable of consent by reason of some factor other than being less than 17 years old.

**Aggravated Sexual Abuse in the Third Degree**

When a person inserts a foreign object in the vagina, urethra, penis, rectum, or anus of another person:

1) (a) by forcible compulsion; (b) when the other person is incapable of consent by reason of being physically helpless; or (c) when the other person is less than 11 years old; or
2) causing physical injury to such person and such person is incapable of consent by reason of being mentally disabled or mentally incapacitated.
Aggravated Sexual Abuse in the Second Degree

When a person inserts a finger in the vagina, urethra, penis, rectum, or anus of another person causing physical injury to such person by:
  1) forcible compulsion; or
  2) when the other person is incapable of consent by reason of being physically helpless; or
  3) when the other person is less than 11 years old.

Aggravated Sexual Abuse in the First Degree

When a person subjects another person to sexual contact:
  1) by forcible compulsion; or
  2) when the other person is incapable of consent by reason of being physically helpless; or
  3) when the other person is less than 11 years old; or
  4) when the other person is less than 13 years old and the actor is 21 years old or older.

Stalking in the Fourth Degree

When a person intentionally, and for not legitimate purpose, engages in a course of conduct directed at a specific person, and knows or reasonably should know that such conduct:
  1) is likely to cause reasonable fear of material harm to the physical health, safety or property of such person, a member of such person’s immediate family or a third party with whom such person is acquainted; or
  2) causes material harm to the mental or emotional health of such person, where such conduct consists of following, telephoning or initiating communication or contact with such person, a member of such person’s immediate family or a third party with whom such person is acquainted, and the actor was previously clearly informed to cease that conduct; or
  3) is likely to cause such person to reasonably fear that his or her employment, business or career is threatened, where such conduct consists of appearing, telephoning, or initiating communication or contact at such person’s place of employment or business, and the actor was previously clearly informed to cease that conduct.

Stalking in the Third Degree

When a person:
  1) commits the crime of stalking in the fourth degree against any person in three or more separate transactions, for which the actor has not been previously convicted; or
  2) commits the crime of stalking in the fourth degree against any person, and has previously been convicted, within the preceding 10 years of a specified predicate crime and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or
3) with an intent to harass, annoy, or alarm a specific person, intentionally engages in a course of conduct directed at such person which is likely to cause such person to reasonably fear physical injury or serious physical injury, the commission of a sex offense against, or the kidnapping, unlawful imprisonment or death of such person or a member of such person’s immediate family; or

4) commits the crime of stalking in the fourth degree and has previously been convicted within the preceding 10 years of stalking in the fourth degree.

**Stalking in the Second Degree**

When a person:

1) commits the crime of stalking in the third degree and in the course of and furtherance of the commission of such offense: (a) displays, or possesses and threatens the use of, a firearm, pistol, revolver, rifle, sword, billy, blackjack, bludgeon, plastic knuckles, metal knuckles, chuka stick, sand bag, sandclub, slingshot, slungshot, shirken, “Kung Fu Star,” dagger, dangerous knife, dirk, razor, stiletto, imitation pistol, dangerous instrument, deadly instrument or deadly weapons; or (b) displays what appears to be a pistol, revolver, rifle, shotgun, machine gun or other firearm; or

2) commits the crime of stalking in the third against any person, and has previously been convicted, within the preceding five years, of a specified predicate crime, and the victim of such specified predicate crime is the victim, or an immediate family member of the victim, of the present offense; or

3) commits the crime of stalking in the fourth degree and has previously been convicted of stalking in the third degree; or

4) being 21 years of age or older, repeatedly follows a person under the age of 14 or engages in a course of conduct or repeatedly commits acts over a period of time intentionally placing or attempting to place such person who is under the age of fourteen in reasonable fear of physical injury, serious physical injury or death; or

5) commits the crime of stalking in the third degree, against 10 or more persons, in 10 or more separate transactions, for which the actor has not been previously convicted.

**Stalking in the First Degree**

When a person commits the crime of stalking in the third degree or stalking in the second degree and, in the course and furtherance thereof, he or she intentionally or recklessly causes physical injury to the victim of such crime.