



**IYRS School of Technology & Trades  
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This is to certify this catalog as being true and correct in content and policy.

Jennifer Iacovelli, Director of Student Services

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Dear IYRS Student,

Welcome to IYRS! We are thrilled to have you join our learning community. At IYRS we are focused on helping our students develop the transferable skillsets involved in MAKING. While we tend to do this in the context of marine trades, whether you are working on boat systems, repairing classic wooden vessels, training in composites technologies, or learning to use advanced digital modeling and fabrication techniques, you will be gaining valuable career skills applicable across numerous industries. The learning you will engage in at IYRS will encourage you to problem solve, work in a team, and build a desire for continuous learning by doing.

We work to help you build your future as we prepare you for the next steps in your career. Our career development office will help you build skills to interview and present yourself for a job, expand your network of potential employers, and identify externships and jobs that will place you on a path for a successful career. Your externship will give you first-hand experience working in your chosen field and often transition into your first job after IYRS.

Our outstanding faculty have backgrounds as practitioners in their fields with a variety of industry experiences and strong connections to the trades you will be learning. The facilities, equipment, and people that make up the campus environment will support and inspire you as you build knowledge in your chosen field of study. Our library is a tremendous resource that is uniquely focused on maritime history and books related to your field. In addition, several hiring partners maintain space on our campus and our waterfront docks host a group of extraordinary yachts and boats owned by the school.

In addition to the harbor front campus, there is a wider set of opportunities to experience the cultural and historical richness of Newport and Rhode Island. While both maintain a vast tradition of excellence in manufacturing and marine trades, there are music concerts, museums, beaches, opportunities for sailing, and a rich architectural history that dates back to the beginnings of the country to enjoy.

As you arrive at IYRS, I look forward to meeting you and watching your progress through our programs. This is a tight-knit community of people passionate about achieving excellence in one's craft. I hope you enjoy the dynamic learning experience you will have at IYRS.

Sincerely,

Kern Maass, President

## **Summary Overview**

IYRS School of Technology & Trades (hereinafter referred as IYRS) is an experiential learning school in Rhode Island with a hands-on education model dedicated to teaching highly technical and deeply craft-oriented career skills. IYRS currently has five accredited programs: Boatbuilding & Restoration, Composites Technology, Digital Modeling & Fabrication, and Marine Systems.

### **Mission**

“IYRS empowers students through immersive, hands-on innovative learning to realize their full potential.”

### **Vision**

To educate and inspire the leaders of tomorrow in the marine and advanced manufacturing industries.

### **Values**

**Excellence** — We are committed to a superior student experience and creating a culture that strives for excellence through teamwork and advanced, hands-on skills training, coupled with the development of professional and interpersonal skills that serve as a foundation to our students' future success.

**Collaboration**—We create mutually beneficial relationships with and for our students, including partnerships with industry, other non-profits, and government agencies.

**Curiosity and Risk Taking** — We provide a safe environment and encourage our students to take calculated risks, experience success and failure, and learn how to create opportunities from both.

**Tradition and Innovation**— We look to traditional methods as a learning foundation to advance ideas, educational processes, and student outcomes.

**Community and Inclusivity**— We cultivate an environment in which diverse backgrounds and viewpoints are welcomed and respected, creating a more robust educational experience.

**Respect, Honesty, and Trust**— We place integrity and authenticity at the forefront of our philosophy. We believe in the highest levels of professional and ethical standards that allow us to build the positive relationships at the core of our work.

## ***History of the School, Facilities, and Location***

IYRS was founded in 1993 by a group of sailors, educators, and philanthropists as a vocational education institution. The school enrolled its first students in 1996 and graduated its first apprentice craftsman in 1998. Today, IYRS provides job training and professional development skills that are transferrable across many industries and applications, from digital manufacturing to traditional making and restoration fields. IYRS students join us from all over the world.

The IYRS campus is located on a 2.9-acre waterfront site in downtown Newport. The Boatbuilding & Restoration program is taught in Restoration Hall, a converted 1903 electric generating plant. Restoration Hall features 10,000 square feet of space, including the main restoration shop with 40-foot ceilings and towering windows. Adjacent to Restoration Hall, is the new Brooks Building featuring 20,000 square feet dedicated to programs with a technology orientation, including making with advanced materials and using many of the latest technology-based tools. The new building is home to our Marine Systems, Digital Modeling & Fabrication and Composite Technology programs.

The 28,000 square foot Aquidneck Mill Building is home to the school's library, administrative offices, and commercial tenants. The campus also includes a commercial marina that caters to classic sail and power boats.

## ***Accreditation, Certification and Approvals***

The school is accredited by the Accrediting Commission of Career Schools and Colleges (ACCSC). Emphasis in the IYRS programs is placed on developing a high degree of technical and craftsmanship skill, leading to highly regarded certifications.

IYRS is approved by the Rhode Island Board of Education's Council on Postsecondary Education.

IYRS is approved by the Rhode Island State Approving Agency for Veterans Administration Educational Benefits. IYRS is authorized to accept and enroll M-1 nonimmigrant international students. Contact Student Services for more information.

## **Certificate Programs**

IYRS offers four full-time Certificate programs in Boatbuilding & Restoration, Composites Technology, Digital Modeling & Fabrication, and Marine Systems.

### **Boatbuilding & Restoration Program<sup>(#14)</sup>**

The Boatbuilding & Restoration program is a full-time, 20-month program (76 weeks) during which students learn the information, skills, techniques and problem-solving abilities necessary to become proficient in the understanding, building, repair and restoration of classic wooden watercraft, with an emphasis on a high level of woodworking skills<sup>(#13)</sup>. The first year brings the student to a basic level of knowledge and proficiency. The second year extends the student's basic skills and knowledge toward mastery levels of craftsmanship and viability in the marketplace. Upon completion of the program, students receive a Certificate of Proficiency in Boatbuilding & Restoration. Students graduating from the program will have the skills to find entry to mid-level positions in restoration boatyards or other marine-related businesses.

A total of 2,660 clock hours are required to graduate from the Boatbuilding & Restoration program<sup>(#11)</sup>. Each clock hour equals 55 minutes in the shop or classroom. Each class and lab does not exceed 24 students<sup>(#7)</sup>.

### **First Year**

#### **Fall**

The first term begins with shop safety and tool and machine use. Students will progress from a series of bench projects designed to develop tool use skills directly into the restoration of a small boat. In addition to the restoration work, students will measure a small boat, loft the lines, and create a scale lines plan and half model. Portfolio items completed by the end of the semester will include several small tools, a toolbox, a lines drawing, a half-model, and photo documentation of restoration projects. Subjects covered will include hull shape, lines drawings, restoration standards, and the fundamentals of wooden hull construction, materials and technology.

*Courses: Shop Safety, Tools and Bench Projects; Hull Shape: Measurement, Lofting, Lines Drawing and Half Model; Restoration Standards and Documentation; Restoration Shop I*

#### **Spring**

During the second term students will measure a small boat, loft the lines and develop construction details on the lofting. Project documentation techniques are introduced. Students continue the restoration of their project boat. Portfolio items for the second semester will include a second lines plan and construction drawings and photo documentation of restoration projects. Subjects covered will include

hull shape and lines drawings, construction drawings, basic structural marine engineering, fundamentals of wooden hull construction and materials and technology.

*Courses: Hull Shape and Structure: Measurement, Lofting, Construction Drawing; Restoration Shop I (continued)*

## **Summer**

The program in the summer of the first year builds on restoration skills developed in the previous semesters as well as basic boat handling.

The summer term also includes an Externship or Independent Learning Project (ILP). During the Externship, the student will undertake a significant experiential learning opportunity, typically with a company. The externship represents an educational strategy that links classroom learning and student interest with the acquisition of knowledge in an applied work setting. Through direct observation, reflection and evaluation, students gain an understanding of the externship site's work, mission, and audience, how these potentially relate to their educational program of study, as well as the organization's position in the broader industry or field. If a student receives approval for an ILP instead of an externship, the student will complete self-selected projects or employment that address their individual interests and proficiencies. Students completing both Externships and ILPs will produce a critical reflection on their externship experience demonstrating how they have addressed specific learning goals.

*Courses: Sailing; Independent Learning Project / Externship*

## **Second Year**

The second year of the Boatbuilding & Restoration program builds on the knowledge and skills achieved the first year through the teaching of advanced restoration skills and project management techniques.

### **Fall**

The first term begins with a formal presentation of the completed Independent Learning Projects and Externships, followed by a review of shop safety. The first week is dedicated to a course in hull survey and assessment resulting in student survey reports of selected vessels. The second week is dedicated to a course in project management. Included in the project management course are real time exercises in materials costing and procurement, labor estimates, business fundamentals, and contracts and customer relations. Students then begin the restoration of their second-year project boat. Project management and labor estimating are applied directly to the second-year restoration project. During advanced lofting students learn the techniques used to transfer the shape of the

faired hull to patterns and molds used in the restoration of the subject boat and have an introductory course in computer aided design (CAD). Students then focus on the restoration of the hull framework and planking. Students also focus on improving craftsmanship as well as the management of restoration projects. Portfolio items will include photographic documentation of restoration project, survey report, bill of materials, table of scantlings, labor estimate, contract agreement and lines/construction plans.

*Courses: Presentation: Independent Learning Project / Externship; Shop Safety, Survey and Assessment; Estimating, Contracting and Project Management; Advanced Lofting; Restoration Shop II*

### **Spring**

The second term focuses on the final phase of a boat's hull restoration and includes joinery such as decks, cockpit furniture, hatches, and interior bulkheads. The final phase of the restoration includes finishing and fitting out with hardware, sailing rig or power train in the case of a powerboat. Portfolio items include photographic documentation of the restoration project.

*Course: Restoration Shop II (continued)*

### **Composites Technology Program(#14)**

The IYRS Composites Technology Program is focused on the application of high performance materials used throughout a variety of industries, including; marine, aerospace, wind energy, automotive and transportation, sporting goods equipment, industrial components, infrastructure and a multitude of innovative products. The use of composites materials is thriving and driving many innovations in advanced structures and leading edge product applications.

The Composites Technology program is a full-time, nine-month program designed to equip students with a fundamental understanding of composites materials (polymer resins and fiber reinforcements), product applications, and widely used molding methods(#13). These elements lead to experiential job skills in demand within the growing composites industry.

Students are introduced to the technologies used to manufacture products in the consumer, industrial and advanced composites industries. After establishing a foundation in the principles of general composites technology, the program progresses into the realm of leading edge advanced composites skills. Proficiency in computer aided design (CAD), coupled with CNC machining skills completes a loop from conceiving and illustrating a product design, to machining molds and the fabrication of molded products.



Graduating students will be exposed to a broad understanding of the composites technology and become proficient in an essential understanding of composites materials, manufacturing methods and shop skills that include:

- Understanding composites industry structure
  - Composites applications
  - Manufacturing methods
  - Company profiles – Size, location, manufacturing culture
- Composites materials
  - Polymer resins
  - Reinforcement fibers (glass, carbon, Kevlar™, and others)
  - Core materials
- Composites shop procedures
  - Materials handling conventions
  - Measurements and mixing ratios
- Applied Digital technologies
  - CAD drawing (Computer Aided Design)
  - CNC (Computer Numeric Controlled) router operation
- Composites Processes
  - Open molding
  - Repair and refinishing
  - Pattern & moldmaking
  - Vacuum bag molding
  - Vacuum infusion processing
  - Advanced composites prepreg processing
- Development of a design/build capstone project
  - Conceive and design
  - Project plan and cost estimate
  - Create tooling
  - Mold and assemble components
  - Finalize and test
- Industry externship
  - Experience short-term employment in area of interest

Students will sit for American Composites Manufacturers Association (ACMA) Certified Composites Technician (CCT) exams including individual certifications in Open Molding and Vacuum Infusion Processing. CCT is considered the highest level composites certification available in the United States. Students are encouraged, but not required to pass these exams.

Upon successful completion of the program, students receive a Certificate of Proficiency in Composites Technology.

Students graduating from the program will possess the knowledge and skills to find entry to mid-level positions with a wide range of companies producing products in

industries including, but not limited to, marine, aerospace, wind energy, automotive and transportation, sporting goods equipment, industrial components, or infrastructure.

A total of 33 semester credit hours over the nine month timeframe are required to graduate from the Composites Technology program<sup>(#11, 12)</sup>. Class size does not exceed 18 students<sup>(#7)</sup>.

## **Composites Technology Curriculum**

### **CT-100 – Introduction to Composites Technology**

The Introduction to Composites Technology defines composites, highlights an array of product applications, and provides a broad view of the composites industry. This includes types of polymer resins and fiber reinforcement materials, and the molding methods used to assemble these materials. The use of composites is illustrated through examples of a wide variety of products made with these materials. An industry overview provides a look at the product related culture of composites manufacturers and the location of industry related technology clusters. The Certified Composites Technician (CCT) program is introduced along with the associated study guides.

### **CT-200 - Shop Safety Training and Tool Use**

This qualification course covers IYRS required safe practices and operating standards for stationary power tools, hand tools, and composites related materials. These issues are framed with an understanding of applicable Federal and State safety standards. Included is the fitting and use of personal protective equipment, specific machine safety, hazardous waste handling, and fire prevention procedures. This course is complete with a knowledge test of safe materials handling and equipment operating procedures, and an individual demonstration of safe operation of each power tool in the shop.

### **CT-300 - Composites Applications Lab Operating Procedures**

This course establishes the basic materials handling and shop procedures that will be used throughout the semester. Included are materials handling basics such as measurements and mixing ratios, use of lab balances, and laminating specific tools. The benefit of taking lab notes and process documentation is established. The fabrication of open molded panels consolidates the above learning with the student's first demonstrated creation of a composites laminate. In the classroom, shop-level thermoset resin chemistry is introduced along with the properties of various types of reinforcement fibers, including glass, carbon, Kevlar™.

### **CT-400 - Molding Process Design-Build Project**

Once fundamental materials handling skills are established, this course challenges students with a fun conceive, design, build project. Students are tasked with designing and constructing a manually powered filament winding machine using a specified kit of materials. The goal is to produce a hand-built machine that produces a fiberglass tube. This tube will then be load-tested to failure and produce a number of “lessons learned”. The process will involve a sequence of conceptualizing, building a prototype, testing and revising that leads to a workable machine and improvement of the process. The broad objective is to expose students to creative thinking, the translation from concept to workable solutions and the development of problem-solving skills. Subsequently, this problem-solving structure is applied throughout the course.

### **CT-500 – Open Molding Technology**

Open molding is the bedrock process from which all other composites processing methods are derived. This foundational process skills serves as the basis for interpreting and understanding all following process technology. This includes the use of basic laminating tools and understanding the handling of resins and fiber reinforcements. The course introduces the use of gel coat as an in-mold coating and the use of various configurations of glass fiber reinforcement. Process proficiency development includes: Mold surface preparation, spray equipment operation and spraying techniques, gel coat application, resin application, laminate fabrication and the use of sandwich core materials.

### **CT-600 – Composites Repair and Refinishing**

This course provides experience in the identification of cosmetic defects and structural damage to composites structures. This includes developing an understanding of the differences between major and minor structural damage. The identification of various types of surface cracks, and the forces involved in creating those cracks, is highlighted to form an analysis of the failure mechanism. Cosmetic repairs include surface preparation, use of gel coat and finish sanding/polishing techniques. Structural repairs begin with an understanding of damage removal and scarfing techniques for laminate restoration. Course exercises include impact testing of laminated panels, damage identification and analysis, structural remediation and finishing.

### **CT-700 – Introduction to Composites Tooling**

Tooling consists of patterns and molds used for the production of composites parts. This course begins with the hands-on building of a basic pattern (or model) that is shaped and finished to subsequently produce a composites mold. This manual creation of a pattern and mold establishes the platform for understanding the fundamental concepts of mold making. The original pattern is shaped to specific dimensions and finished to a surface suitable for molding. Following the surface preparation, a mold is constructed reflecting the pattern configuration. Course

elements include: Creating an original model shape that is configured for mold construction, laminating a mold, construction of a support frame, and preparation of a new mold for service. The course objective is to consolidate previously learned open molding skills; and experience the concept of the positive and negative geometries of the pattern and mold. These mold construction concepts and techniques are subsequently used throughout the program and in the development of the capstone projects.

### **CT-800 – Fundamentals of Computer Aided Design (CAD 3D Modeling)**

This course introduces the use of CAD drawing using Rhinoceros (Rhino) design modeling software. With the development of CAD modeling skills students will learn to create 3D models, for the purpose of illustrating an object and providing digital output that can be used to produce actual physical artifacts via Computer Numeric Control (CNC) and Rapid Prototyping (3D Printing). The objective of the course is to equip students with proficiency in CAD through learning the software interface, tool-set use and best practices. Once basic operations and commands are acquired, proficiency with the program is developed during use throughout the balance of the program.

### **CT-900 - Computer Numeric Control (CNC) Router Machining**

The ability to machine low-cost patterns, or to directly build molds has become a disruptive technology within the realm of composites toolmaking. Based on previously learned CAD drawing, students will develop an understanding of CNC router operation. This includes translating a 3D drawing model to machine code (G-code) using Mastercam software to program tool paths for machining patterns or molds. Students will gain experience with the CNC router operation, the machine coordinate system and setting up machining projects. The objective of this course is to introduce the skill set required to effectively apply 3D machining techniques to the development of master patterns, or the direct machined molds, for composites production.

### **CT-1000 – Vacuum Bag Molding Process**

This course provides the basis for understanding the use of atmospheric pressure to enhance the composites molding process and improve the mechanical properties of a laminate. Students will be introduced to the principles of vacuum, vacuum related nomenclature and effects of negative pressure (vacuum) in molding operations. The focus of the course is on developing proficiency in the vacuum bagging process that includes understanding the elements of a vacuum bag system such as, the use of peel ply, breather, vacuum transmission, sealant tape and bagging film. Experiential skills will be developed in the methods of fabricating vacuum bags, with a concentration on proper bag sizing, creation of pleats, installation of vacuum ports, and leak detection and remediation.

### **CT-1100 – Vacuum Infusion Molding Process**

This molding process is widely used in the aerospace, marine, wind energy and other high performance industries. Based on the fundamentals established in the vacuum bag course, this course advances the basics to the vacuum infusion process. This molding method involves vacuum bagging a dry laminate and using atmospheric pressure to infuse (flow) resin into the pre-compacted laminate stack. Resin flow theory, using Darcy's Law, is established to inform the configuration of the infusion set-up. This includes understanding the effects of permeability, pressure differential, distance and resin viscosity on resin flow through the laminate. Students will develop experience with fabricating infusion bags using release ply, flow media, and setting up resin and vacuum flow channels. Skill development includes, resin calculations, advanced vacuum bag configuration, infusing monolithic (single skin) laminates, infusing sandwich construction laminates, controlling flow rate with vacuum pressure and troubleshooting the process.

### **CT-1200 – Advanced Composites Prepreg Molding Process**

This process is used to create the lightweight high strength structures found in aerospace, marine, motorsports and other critical components. These oven cured epoxy/carbon fiber laminates produce the light and extremely robust structures used in a variety of high performance applications. Students are introduced to pre-impregnated (prepreg) advanced fiber and resin matrix materials, and the elevated temperate cure mechanism for these laminates. In the classroom the basic chemistry of epoxy resins and properties of advanced fibers (carbon, Kevlar™ and others) are highlighted, along with the properties of prepreg materials. Basic prepreg processing begins with the fabrication of panels with varying fiber orientations to illustrate the effects balanced and unbalanced laminates. As experience is gained, increasingly complex lay-ups and fiber orientations are established. The course elements include:

- Matrix and fiber technologies in advanced composites
- Design considerations of advanced composites
- Molding methods and practices
- Core material applications
- Tooling for advanced composites
- Inspection and testing procedures
- Bonding and fastening of advanced composites

The knowledge of these advanced materials and the experiential skill in the fabrication of prepreg composites is a stepping-stone to the potential application of these technologies for the student's capstone project.

### **CT-1300 – Introduction to Composites Quality Control and Non-Destructive Testing**

In this course an overview of manufacturing quality control (QC) systems is introduced. This is further refined by expanding learning of specific quality control

methods used in composites manufacturing. Fundamental QC determination procedures will be practiced with the goal of integrating the methodology into real-world applications. A focus on non-destructive testing (NDT) will be established in the context of advanced composites materials. An overview of composites failure analysis becomes the basis for establishing non-destructive testing requirements. An introduction to NDT test methods will include: Tap testing, infrared thermography, and ultrasonic imaging.

### **CT-1400 Advanced Composites Repair**

Following the prerequisite of general composites repair (CT-600) this course examines the more exacting methodology of mitigating damage of advanced composites structures. Coupled with the results and data output from non-destructive testing, repair techniques for monolithic and sandwich composites structures will be a focus. This includes the techniques for damage removal, scarfing, and determining laminate ply configurations. Students will learn the operation of a hot-bonder unit applicable to field repairs of pre-preg composites. Reference texts:

### **CT-1500 - Career Readiness Skills**

This course is designed prepare students for gainful employment using the aptitude and knowledge acquired throughout the Composites Technology program, and takes place incrementally through the entirety of the program. Group and individual student counseling sessions are conducted to lead each student to personal insight concerning their preferences for externship experience, and more importantly their long-term vocational interests. Students are taught the importance of soft skills and best practices associated with resume writing and interviewing. Students will also be taught how to leverage a variety of platforms when researching externship opportunities and will visit companies that operate in this industry.

### **CT-1600 - Capstone Project**

This course is designed as a culmination and consolidation of the knowledge and skills acquired throughout the semester. Students are tasked with conceiving, designing and implementing a project that creates a composites product. Individual students, or students working as a team, will develop ideas for several composites projects. Through a process of discovery and discussion with instructors the ideas are focused on an approved project that becomes the capstone exercise of the program. Students develop an initial project plan and preliminary process documentation. They will then design the product and defend the concept through the final approval process. The process sequence consists of:

- Conceptualizing potential projects
- Determining feasibility – Complexity and skill, facility capability, materials, cost, and time
- Selection of a project

- Defending the concept and feasibility for plan approval
- Producing a cost/labor estimate and project management plan
- Submitting weekly process updates and progress assessments
- Creating a CAD 3D model
- Machining CNC patterns, molds or components
- 3D printing components if required
- Molding composites components
- Assembling components and finishing details
- Test product function
- Submit project for evaluation

**CT-1700 - Industry Externship or Independent Learning Project:**

During the Externship the student will undertake a significant experiential learning opportunity with an industry company. The externship represents an educational strategy that links classroom learning and student interest with the acquisition of experience and knowledge in an applied work setting. Through direct experience, reflection and evaluation, students gain an understanding of the externship site's mission, culture and work practices. This enables the student to relate to their educational experience to a real world setting and to the company's position in the context of the greater industry. A significant benefit of the externship is for students to correlate their interests and career aspirations with available opportunities. If a student cannot engage in an externship, they may apply for an Independent Learning Project (ILP) within IYRS. This is a self-selected project is conducted under the supervision of IYRS staff. Specific approval must be given for ILP's. Students completing both Externships and ILP's will produce a critical reflection on their externship experience demonstrating how they have addressed specific learning goals.

**Digital Modeling & Fabrication Program<sup>(#14)</sup>**

The IYRS Digital Modeling & Fabrication is a full-time, nine-month program that provides graduates with a broad range of transferable skills and experiential knowledge in CAD, CAM, and rapid prototyping technology. These skills serve as a gateway to employment in the advanced manufacturing shop environment. Upon successful completion of the program, students receive a Certificate of Proficiency in Digital Modeling & Fabrication.

The instruction is a combination of lectures, hands-on demonstrations and lab exercises. Students will have an opportunity to put the skills learned into practice during practicums prepared and monitored by the instructors. Students will take professional certification exams including SOLIDWORKS CSWA and Mastercam 2D Mill Certification. Students also hone problem-solving skills through completing a series of design exercises utilizing a range of digital fabrication tools.

A total of 35.5 semester credit hours are required to graduate from the Digital Modeling & Fabrication program<sup>(#11, 12)</sup>. Each class and lab does not exceed 20 students<sup>(#7)</sup>.

## **Digital Modeling & Fabrication Curriculum**

### **DMF-100: CAD**

Computer-aided drafting and design (CAD) introduces solid and surface modeling. Students use industry standard software, learning typical interface patterns, application specific tool-sets, workflow, and modeling best practices. Students learn and test these skills primarily through a series of integrated design exercises which they develop. DMF-100 prepares students with the foundational CAD skills necessary for success in DMF fabrication courses and a career in digital modeling and fabrication.

General shop safety is integrated in the course, as well as all subsequent courses.

### **DMF-200: Design Principles I**

An effective design process is founded on basic design principles. In this course, students are introduced to the concept of the design process and asked to explore and test the principles of design in their own projects. As projects progress, students develop their own iterative process of design, prototyping, and assessment. In addition, students learn common manual rapid prototyping methods to accelerate their design cycle in preparation of digital rapid prototyping.

### **DMF-300: Design Principles II**

Building on the principles introduced in DPI, DPII focuses on integrating digital modeling and fabrication techniques and helping students to individuate their personal design processes. Students learn primarily by solving specific design problems that reflect the complexities of professional practice. As the design problems become broader and more complex, students are able to expand and refine their individual design processes, while working directly with advanced manufacturing methods and materials. Additionally, students learn the fundamentals of digital scanning and tools related to reverse engineering, and data collection.

### **DMF-400: Basic Machine Shop Principles**

Basic Machine Shop Principles provides a thorough overview of the machine shop environment and best practices. Through experiential learning, students explore manual machining (3 axis mill) and turning (lathe) operations including methods for stock preparation, part holding, and drilling and tapping. The course provides instruction on safe operation of equipment and material handling, as well as the



importance of proper equipment maintenance. Students also learn to use measurement and inspection tools and to interpret shop drawings including dimensioning and tolerance. Additionally, students learn the principles and use of laser cutting machines.

### **DMF-500 Advanced Machine Shop I**

This course introduces students to the fundamentals of CNC programming through simple fabrication projects and hands-on training. Students will learn to use machine coordinate systems and G-Code to interface with CNC machines. Students learn to use an array of CAD file formats and are trained in CAD/CAM software through a series of toolpath programming exercises.

### **DMF-600 Advanced Machine Shop II**

This course trains students to use modern CNC control systems and software. Through projects, students learn proper setup techniques for CNC tooling and the application of those techniques to different types of machines. With instructor guidance, students practice safely running programs and completing a first part inspection. Upon completion of DMF-600, students will understand fixturing and program techniques for efficient CNC production.

### **DMF-700 Rapid Prototyping & Additive Tech**

Students learn to use a range of additive manufacturing (3D printing) technologies, developing an understanding of typical software interfaces: tool capabilities, best practices, maintenance, and consumables/materials. Students practice selecting which technology is best for the production of a specific object. Leveraging 3D modeling software skills learned earlier in the program, students develop projects by rapid prototyping on a suite of additive technologies.

### **DMF-800 Career Development**

This course is designed to prepare students for gainful employment using the aptitude and knowledge acquired throughout the Digital Modeling & Fabrication program and takes place incrementally through the entirety of the program. Group and individual student counseling sessions are conducted to lead each student to personal insight concerning their preferences for externship experience, and more importantly their long-term vocational interests. Students are taught the importance of soft skills and best practices associated with resume writing and interviewing. Students will also be taught how to leverage a variety of platforms when researching externship opportunities and will visit companies that operate in this industry.

### **DMF-900 Capstone Project**

Within the capstone project, students are challenged to further develop key problem-solving skills through a personalized project of their devising. Working as an individual or within a team, students execute all aspects of a project from start

to finish, whether as technician or entrepreneur. Functioning at the intersection of design and manufacturing students gain firsthand experience based on the career and track of their choice.

### **DMF-1000 Industry Externship or Independent Learning Project**

During the Externship or Independent Learning Project (ILP), the student will undertake a significant experiential learning opportunity typically with a company. The externship represents an educational strategy that links classroom learning and student interest with the acquisition of knowledge in an applied work setting. Through direct observation, reflection and evaluation, students gain an understanding of the externship site's work, mission, and audience, how these potentially relate to their educational program of study, as well as the organization's position in the broader industry or field. If a student receives approval for an ILP instead of an externship, the student will propose and complete a self-selected project that addresses their individual interests and proficiencies. Students completing both Externships and ILPs will produce a critical reflection on their externship experience demonstrating how they have addressed specific learning goals.

### **Marine Systems Program(#14)**

The Marine Systems program is a full-time, six-month program during which students learn the skills, techniques and problem-solving required to become a marine systems technician(#13). The program offers training in installation, maintenance, and troubleshooting of onboard systems. The training can be applied to sail and power boats, classic and modern. Upon successful completion of the program, students receive a Certificate of Proficiency in Marine Systems. Students graduating from the program will have the skills to find entry to mid-level positions in boatyards, marinas or other marine-related businesses.

The instruction is a combination of lectures, hands-on demonstrations and lab exercises. Students will have an opportunity to put the skills learned into practice during practicums prepared and monitored by the instructors.

A total of 24.5 semester credit hours are required to graduate from the Marine Systems program(#11, 12). Each class and lab does not exceed 26 students(#7).

Students will sit for the ABYC (American Boat and Yacht Council) certification exams for the relevant modules. ABYC certification is considered the highest level of industry certification available in the United States. Students will also sit for the National Marine Electronics Association (NMEA) Basic Marine Electronics Installer exam, Basic NMEA 2000 Certification exam, and Yamaha Outboard Maintenance Certification exam.

## **Marine Systems Curriculum**

**MS-100 Shop Safety and Tool Use** - The course covers shop safety standards and safe operating procedures for stationary and portable hand and power tools as well as appropriate Federal and State standards, personal protective equipment, machine tool safety, hazardous waste, and fire prevention procedures.

**MS-200 FRP Composites for the Marine Technician** - This course teaches the knowledge necessary to select proper materials and to observe precautions when working around composite structures, including resin characteristics used in laminates, secondary bonding when modifying an existing structure, and proper core sealing techniques.

**MS-300 Electrical Fundamentals and Basic Installation** - This course teaches fundamental principles for circuit and electrical equipment design including use of electrical meters and test equipment to troubleshoot common electrical circuit problems, and component fault identification.

**MS-400 Advanced Electrical Installation and Troubleshooting** - An extension of Electrical Fundamentals and Basic Installation, this course covers circuit layout and design, equipment installations in accordance with the US Code of Federal Regulations (CFR), and more advanced topics covered in the applicable ABYC Electrical Standards.

**MS-500 Marine Electronics Installation and Troubleshooting** - This course covers the types and categories of equipment used in onboard electronic systems including communications and navigation equipment, autopilot, and networked monitoring systems. Course work includes installation, weatherproofing, grounding and antenna mountings, FCC requirements, and National Marine Electronics Association (NMEA) installation standards.

**MS-600 Electrical / Electronics Practicum** - This course is designed to advance installation skills, knowledge and techniques for onboard AC and DC circuitry systems through project exercises.

**MS-700 Piping and Plumbing / Potable Water Systems** - This course teaches the installation techniques of various onboard plumbing systems, including standard maintenance, winterizing and re-commissioning, seacocks, thru-hull installation and connections, hose and fitting types, drain plugs, and potable water systems.

**MS-800 Marine Sanitation Devices (MSD)** - This course covers the Federal and local regulations for wastewater systems and specific characteristics of the three general types of sanitation systems. Course work includes commissioning and decommissioning, maintenance, troubleshooting, diagnostics and repair.

**MS-900 Auxiliary Systems: LPG, CNG, Air Conditioning, Refrigeration, & Fire Protection** - This course combines a number of auxiliary systems within the ABYC Systems Certification coursework.

- **LPG and CNG Systems:** covers the installation and service of on-board gas systems used for cooking, water heating and cabin heat as well as fuel storage, system design and appliance selection.
- **Air Conditioning and Refrigeration Systems** - covers the basic physics of refrigeration systems, principles of operation, cooling components, essential selection, sizing and systems maintenance methods and procedures, and environmental considerations. Lab work includes system problem diagnosis, refrigerant recovery, system evacuation and recharge procedures, as well as leak detection.
- **Fire Protection Systems** - covers USCG requirements for onboard fire extinguishing equipment for recreational boats. Course work covers portable, fixed, manually actuated, and automatic systems, fire classifications, differences in extinguishing agents, manufacturer specific recommendations, and system capacity calculations and design.

**MS-1000 Fuel Systems - Gas & Diesel** -This course covers the design, installation and maintenance procedures for fuel systems as dictated by both the CFR and ABYC Standards. The course outlines the requirements for tank design, location and installation as well as proper plumbing for fuel fill and vent systems.

**MS-1100 Steering Systems - Hydraulics & Welding** - This course covers a variety of steering system types for both power and sailing craft. Coursework covers selection, installation, and service of marine steering systems, both mechanical and hydraulic. Since many of the systems are proprietary in design, lessons will follow specific recommendations from vendors. In addition, students will receive an introduction to MIG and TIG welding to construct their own steering support brackets.

**MS-1200 Systems Practicum** - In this course, students will install appropriate systems elements on a scale panel. They will perform a survey of the shop boat's systems installed. They will write a report as to the compliance with ABYC standards. Their reports will include recommendations for compliance and drawings.

**MS-1300 Diesel Engines 1** - This course teaches the fundamental principles and operational needs of marine diesel engines. Course work includes the primary needs of a diesel engine; routine maintenance tasks such as commissioning and decommissioning; fuel and lubrication system service, cooling system maintenance and service, and troubleshooting and preliminary diagnostics.

**MS-1400 Diesel Engines 2** - This course covers mechanical and electronic diesel engine fuel injection systems and engine drive systems. Course topics include service and diagnostics of fuel injection systems; problems associated with diesel engine performance; theory of operation and design features of engine drive gears, maintenance and service of mechanical and hydraulic inboard engine drive gears, and problem diagnostics for marine gear units.

**MS-1500 Gasoline Engine Theory & Overview** - This course covers the theory and operation of gasoline inboard and inboard /outboard engines. Course topics include the basic needs of a spark ignition engine such as fuel, air, compression and exhaust for both carbureted and fuel injected engines and the difference from compression ignition engines. Discussion and demonstrations include electronic scanning equipment and proprietary laptop-based software programs to perform diagnostic procedures on Electronic Fuel Injection systems.

**MS-1600 Outboard Systems & Maintenance** - This course provides an introduction to outboard systems in addition to routine maintenance of inboard/outboard and sail drive gear assemblies. The course is designed to give students basic technical knowledge and skills regarding boating basics, common parts and tools, electrical, ignition systems, fuel systems, cooling systems, powerheads, lubrication, drive units, propellers, brackets, corrosion, and rigging, as well as 100-hour maintenance procedures and troubleshooting.

**MS-1700 Mechanical Practicum** - This course advance installation skills, knowledge and techniques for onboard mechanical drive diesel and gasoline power systems through project exercises.

### **MS-1800 Career Readiness Skills**

This course is designed to prepare students for gainful employment using the aptitude and knowledge acquired throughout the Marine Systems program and takes place incrementally through the entirety of the program. Group and individual student counseling sessions are conducted to lead each student to personal insight concerning their preferences for externship experience, and more importantly their long-term vocational interests. Students are taught the importance of soft skills and best practices associated with resume writing and interviewing. Students will also be taught how to leverage a variety of platforms when researching externship opportunities and will visit companies that operate in this industry.

**MS-1900 Industry Externship or Independent Learning Project** - During the Externship or Independent Learning Project (ILP), the student will undertake a significant experiential learning opportunity, typically with a company. The externship represents an educational strategy that links classroom learning and student interest with the acquisition of knowledge in an applied work setting. Through direct observation, reflection and evaluation, students gain an

understanding of the externship site's work, mission, and audience, how these potentially relate to their educational program of study, as well as the organization's position in the broader industry or field. If a student receives approval for an ILP instead of an externship, the student will complete self-selected projects or employment that address their individual interests and proficiencies. Students completing both Externships and ILPs will produce a critical reflection on their externship experience demonstrating how they have addressed specific learning goals.

## ***Admissions Practice & Policy***

The Admissions team at IYRS develops policy and practice aligned to regulatory and industry expectations to identify prospective students then facilitate an effective admissions process. The essential responsibility of the IYRS Admissions team is to attract prospective students who are qualified for and likely to complete the program of choice and to subsequently benefit from the education and training provided by IYRS.

### **APPLYING TO IYRS**

#### **STUDENT ADMISSIONS PROCESS OVERVIEW(#9)**

- 1)** Complete the online IYRS Application Form.
- 2)** Provide supporting documents (an official transcript and a current resume) to complete your admissions file.
- 3)** International applicants must also submit an evaluation of the educational transcript and the declaration of finances documentation. (See the section below for approved agencies for education transcript evaluation services. IYRS does not reimburse for the evaluation of non-US educational transcripts.)
- 4)** Interview with a member of the Admissions Department (virtual or in person). At the discretion of the Admissions team, an applicant might be asked to have a second interview with program faculty.
- 5)** Receive Admissions' Decision and Enrollment Agreement, including a copy of this handbook.
- 6)** Submit Enrollment Agreement by returning the signed and dated agreement to Admissions.

## Requirements(#8)

US Citizen, National or Permanent Resident or International Applicant

<b>US Citizen, National, or Permanent Resident</b>	<b>International</b>
<ul style="list-style-type: none"><li>•Complete online application</li><li>•Official educational transcript</li><li>•Resume</li><li>•Interview</li><li>•TOEFL Score*</li><li>•Faculty recommendation**</li></ul>	<ul style="list-style-type: none"><li>•Complete online application</li><li>•Official educational transcript</li><li>•Declaration of finances</li><li>•Resume</li><li>•Interview</li><li>•TOEFL Score*</li><li>•Faculty recommendation**</li></ul>

*\*Required by applicants whose primary language is not English and have not completed a post-secondary program where English is the language of instruction or whose primary language is not English and have fewer than three (3) years of formal education where English is the language of instruction.*

*\*\* Alumni applicants to a full-time program must request and submit a letter of recommendation from their most current program faculty if they graduated within the past two years.*

## Documentation

The following documentation is required to complete an applicant's admissions file.

### **Educational Transcript**

An official high school transcript, General Education Development (GED) Diploma, or official college transcript is required. The educational documentation provides proof of the applicant's highest level of educational attainment as well as an overview of academic performance and persistence. Print documents must be sealed. Electronic documents must include official designation from the institution.

Applicants must demonstrate successful completion of a US secondary school (or US equivalent) or completion of 30 post-secondary credits at a US post-secondary institution.

International applicants must submit an evaluation and translation of their official educational transcripts from non-US educational institutions.

### **Resume**

A current resume should outline applicable or transferable experience, including full- and part-time positions (with job title, company/organization

contact information), technical or vocational training, and group or independent projects.

Resumes are expected prior to the Admissions Interview.

### **Portfolio**

Portfolios are encouraged and may be required upon request. Portfolios can include process as well as completed projects. Projects selected for the portfolio may be sourced from academic, professional, or practical experiences within a group or independently.

### **English Proficiency**

Strong written and verbal comprehension of the English language is essential for success at IYRS, especially the ability to communicate ideas and solutions clearly. Any applicant whose primary language for past instruction is not English may be expected to demonstrate proficiency in the English language. Applicants are required to demonstrate proficiency in the English language and can do so in a variety of ways.

If English is not your primary language for past instructional experiences or you are an International applicant, please arrange to take either the [Duolingo English Test](#), the [TOEFL](#) (Test of English as a Foreign Language) or [IELTS](#) (International English Language Testing System) exam and send your official results to the Admissions team. To meet IYRS' proficiency requirements, applicants must score a minimum of 110 on the Duolingo English Test, 78 on the TOEFL or 6 on the IELTS. The TOEFL destination code for IYRS is 5458. Applicants may also submit transcripts that demonstrate successful completion of a degree or certificate that was taught in English. International applicants must also participate in an interview with a member of the IYRS staff.

### **International Admissions**

International Admissions refers to applicants who are neither a US citizen nor US resident. International applicants are required to submit a personal data statement, declaration of financial resources/affidavit of support, and transcript evaluation and certification.

International applicants are expected to submit a complete application, resume, and a completed evaluation of educational transcripts before scheduling their admissions Interview.

### **International Student Addendum**

The Admissions Team provides the applicant with the International Student Addendum via email. International applicants who are admitted to IYRS will be



provided with additional information regarding finances and the student visa process as part of the acceptance package.

International applicants who are not citizens of the United States, including resident aliens, are required to obtain a non-immigrant student visa in the M-1 category. M-1 is a category designated for international students who attend a vocational school.

Once admitted and enrolled at IYRS, the Student Services Team will send the SEVIS Form I-20. This is a Certificate of Eligibility for Non-Immigrant Students that certifies your enrollment. You will need the Form I-20, along with other documentation to apply for your M-1 visa. More detailed instructions on how to apply for an M-1 visa are available from the Student Services Team.

### **Educational Transcript Evaluation**

International applicants must also submit an evaluation of the educational transcript. IYRS does not reimburse for the evaluation of non-US educational transcript.

Please note that a secondary or high school evaluation is not required if a post-secondary evaluation is available from a college or university where you have completed a minimum of thirty (30) credits.

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Education Evaluators International, Inc 11 South Angel Street #348 Providence, RI 02906 Email: <a href="mailto:eval@educei.com">eval@educei.com</a>	Website: <a href="http://www.educei.com">www. Educei.com</a> Telephone: 401-521-5340 Fax: 401-437-6474
World Education Services Old Chelsea Station PO Box 745 NY, NY 10113	Website: <a href="http://www.wes.org">www.wes.org</a> Telephone: 212-966-6311
Center for Educational Documentation PO Box 170116 Boston, MA 02117 Email: <a href="mailto:infor@cedevaluations.com">infor@cedevaluations.com</a>	Website: <a href="http://www.cedevaluations.com">www.cedevaluations.com</a> Telephone: 617-338-7171 Fax: 617-338-7101

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### **Declaration of Financial Resources/Affidavit of Support**

Declaration of finances documentation are collected by the Student Services Department. All I-20 paperwork is handled by Student Services. Financial information is forwarded in an admitted student's Admissions Decision packet from the Admissions Team. The Students Services Team is available to answer any questions concerning finance.

### **English Language Proficiency**

To meet IYRS' proficiency requirements, applicants must score a minimum of 110 on the Duolingo English Test, 78 on the TOEFL, or 6 on the IELTS. The TOEFL

destination code for IYRS is 5458. An applicant may instead submit transcripts that demonstrate successful completion of a degree or certificate that was taught in English.

### **Admissions Criteria**

The criteria for admissions to IYRS is based on four (4) main components as outlined below. An applicant's complete profile is scored against a standard rubric for all applications.

- 1) Student's fit with IYRS and the specific program / Why IYRS now?
- 2) Interest in learning by doing
- 3) Technical or tool proficiency
- 4) Teamwork and interpersonal skills

### **Alumni Admissions**

Alumni are defined as any applicant who has satisfactorily fulfilled the graduation requirements of their first full-time program.

Currently enrolled students may apply for a future program using the Alumni Application. The Admissions Decision is provisional prior to the student satisfactorily fulfilling the graduation requirements.

Alumni who graduated more than two (2) years prior to their next enrollment date are required to complete the Admissions Process, including the online application, professional letters of recommendation, and a resume.

- 1) Apply by submitting a complete application.
- 2) Submit supporting documents to complete your admissions file.
- 3) International applicants must also submit an evaluation of the educational transcript and the declaration of finances documentation.
- 4) Interview with Admissions (virtual or in person).
- 5) Receive Admissions Decision and Enrollment Agreement, including a copy of this handbook.
- 6) Submit Enrollment Agreement by returning the signed and dated agreement to Admissions.

### **Alumni Letter of Recommendation**

It is at the discretion of an IYRS faculty, current or former, to submit a letter of recommendation on behalf of an IYRS student. Students seeking alumni admissions to IYRS should coordinate with faculty. The letter of recommendation must address how the student performed relative to the IYRS work values.

The Alumni Admissions Decision is based on the student's performance against the school's Work Values published annually in the IYRS Student Handbook.

### **IYRS Work Values**

- 1) Consistently Practices IYRS Shop Safety Rules & Standards
- 2) Consistently Punctual
- 3) Consistently Dresses Appropriately & Safely
- 4) Consistently Maintains a Clean Shop Environment
- 5) Accepts Supervision and Follows Directions
- 6) Works Cooperatively as a Team Member
- 7) Learns From One's Mistakes
- 8) Takes Initiative for One's Learning
- 9) Focuses on and Executes Assigned Tasks
- 10) Completes Assignments and Projects on Time

A student currently enrolled in a full-time program at IYRS may apply to a future enrollment period as alumni. An Admissions Decision rendered prior to the successful completion of that full-time program will be provisional until completion.

### **Alumni Scholarship**

Alumni of all full-time IYRS programs are eligible for an Alumni Scholarship. The Alumni Scholarship is a merit-based scholarship awarded by IYRS.

### **Deferment**

An applicant who is admitted to IYRS may choose to defer enrollment to a future term within one (1) year from the program start date to which the Admitted Student was originally admitted. The deferment validates the Admissions Decision for that time period and will be conferred in writing from the Admissions Team to the Admitted Student.

### **Waiting List Policy**

When enrollment for a program for a term reaches capacity, the Admissions team will continue to review applications and admit qualified students. An admitted student will be notified of their wait list status, including instructions for enrollment eligibility. The waitlist is not ranked. If space becomes available, we will evaluate each student based on the overall strength of their application and their wish to remain active on the waitlist.

### **Credit for Experience**

IYRS programs are career oriented with objectives designed to prepare students for immediate employment in their field of study upon graduation. IYRS does not

transfer in general education credits earned at accredited colleges or universities, or through military training, as the programs offered at IYRS do not include a general education component; but rather focus on the specifics of the composites, marine, digital modeling, and wooden boatbuilding industries. However, when presented, the Director of Education will evaluate previous coursework that is similar or equivalent in content to those offered at IYRS. Record of any transfer credit review will be maintained in the student file.

## ***IYRS School Year Calendar for 2024-2025(#28)***

Please note, as per the enrollment agreement, that IYRS reserves the right to delay the scheduled start of school, or change the class schedule, due to unforeseen events. In such cases the school calendar will be adjusted to preserve total program hours.

### **Boatbuilding & Restoration**

Classes meet from 8:30am - 5pm, Monday – Friday with the expectation of ½ hour per night of homework.

<b>Classes Begin:</b>	September 3, 2024
<b>Fall Term:</b>	September 3 – December 20, 2025
<b>Winter Vacation:</b>	December 21, 2024 – January 3, 2025
<b>Classes resume:</b>	January 6, 2025
<b>Spring Term:</b>	January 6 – May 30, 2025
<b>Spring Break:</b>	March 10 – 14, 2025
<b>Graduation:</b>	May 31, 2025
<b>Summer Term</b>	
<b>(1<sup>st</sup> Year Students):</b>	June 2 – July 18, 2025
<b>Summer Break:</b>	July 21 – September 2, 2025

### **Holidays (no classes)**

Indigenous Peoples' Day – Monday, October 14, 2024

Veterans Day – Monday, November 11, 2024

Thanksgiving Break – Wednesday-Friday, November 27-29, 2024

Martin Luther King Day – Monday, January 20, 2025

Memorial Day – Monday, May 26, 2025

### **Makeup Days**

October 11, 2024

November 11, 2024

December 6, 2024

January 17, 2025

February 7, 2025

April 11, 2025

May 29 & 30, 2025

## **Marine Systems**

Classes meet from 8:30am - 5pm, Monday – Friday with the expectation of ½ hour per night of homework.

### **Fall Session**

**Classes Begin:** September 3, 2024  
**Session Term:** September 3, 2024 – March 14, 2025  
**Winter Vacation:** December 21, 2024 – January 1, 2025  
**Classes resume:** January 2, 2025  
**Externship:** February 18 – March 14, 2025  
**Program Completion:** March 14, 2025  
**Graduation:** May 31, 2025

### **Holidays (no classes)**

Indigenous Peoples' Day – Monday, October 14, 2024  
Veterans Day – Monday, November 11, 2024  
Thanksgiving Break – Wednesday-Friday, November 27-29, 2024  
Martin Luther King Day – Monday, January 20, 2025  
Memorial Day – Monday, May 26, 2025

### **Makeup Days**

October 11, 2024  
November 11, 2024  
December 6, 2024  
January 17, 2025

### **Spring Session**

**Classes Begin:** March 4, 2025  
**Session Term:** March 5 – September 5, 2025  
**Program Recess:** May 19 – May 23, 2025  
**Externship:** August 11 – September 5, 2025  
**Program Completion:** September 5, 2025  
**Graduation:** June 6, 2026

### **Holidays (no classes)**

Memorial Day – Monday, May 26, 2025  
Juneteenth – Wednesday, June 19, 2025  
Independence Day – Friday, July 4, 2025

### **Makeup Days**

April 11, 2025  
June 20, 2025  
July 11, 2025  
August 8, 2025 (snow makeup)

## **Digital Modeling & Fabrication and Composites Technology**

Classes meet from 8:30am – 5:00pm, Monday - Friday with the expectation of 2 hours per night of homework.

<b>Classes Begin:</b>	September 3, 2024
<b>Session Term:</b>	September 3 – December 20, 2024
<b>Winter Vacation:</b>	December 21, 2024 – January 1, 2025
<b>Classes resume:</b>	January 2, 2025
<b>Spring Break:</b>	March 10 – 14, 2025
<b>Graduation:</b>	May 31, 2025

### **Holidays (no classes)**

Indigenous Peoples' Day – Monday, October 14, 2024

Veterans Day – Monday, November 11, 2024

Thanksgiving Break – Wednesday-Friday, November 27-29, 2024

Martin Luther King Day – Monday, January 20, 2025

Memorial Day – Monday, May 26, 2025

### **Makeup Days**

October 11, 2024

November 11, 2024

December 6, 2024

January 17, 2025

February 7, 2025

## Standards for Progress & Completion

### Assessment Criteria and Evaluation Scale for IYRS Certificate Programs(#20)

Each IYRS certificate program is designed to teach specific sets of cognitive and practical skills and exposes students to a wide variety of skills and techniques. In addition, as industry expectations for work values are critically important for the success of their employees, student work value assessments are performed as well. The goal of assessment is to evaluate students' progress and performance in relation to the requisite student learning outcomes for the program to assure that each graduate is prepared for employment.

Each course in our program(s) is a balance of classroom lecture, demonstrations and lab work. Assessment of a student's achievement and proficiency is conducted after completion of each of the specific courses through an evaluation process that incorporates observable and measurable outcomes. This evaluation helps assess which skills are being acquired and how effectively the student applies them to their work. Students are evaluated based on their skill level, completion of assigned projects, classroom and lab participation, written tests or quizzes, quality of work, attitude, and effort. Students are also assessed on their work values such as punctuality, timeliness of completion of tasks, and working cooperatively as a team member. Progress reports with students' grades and attendance summaries (if applicable) are provided to students at the midpoint of each program. Each student who successfully completes their program will also receive an official final transcript and certificate of completion. The levels for evaluating a student's skill are as follows:

GPA	Characterization	Exam/Quiz Scores	Skills Assessment	Practical Skills Evaluation
4.0	Advanced	92.5 - 100.0	4	Student is able to successfully demonstrate skill or knowledge independently and is fully engaged in assigned projects
3.0 – 3.9	Proficient	82.5 – 92	3	Student is able to successfully demonstrate skill or knowledge with minimum guidance by instructor and is appropriately engaged in assigned projects
2.0 – 2.9	Basic	72.5 - 82	2	Student is able to successfully demonstrate skill or knowledge but requires some guidance by instructor and is appropriately engaged in assigned projects
1.0– 1.9	Emerging	65.0 – 72.0	1	Student is able to demonstrate skill or knowledge with significant direction and guidance by instructor and/or is minimally engaged in assigned projects
<1.0	Failure	<65.0	0	Student is unable to successfully demonstrate skill or knowledge and/or is not minimally engaged in assigned projects
N/A	Incomplete		INC	Failed to take course



Students who are not meeting the hours/credit or 2.0 GPA at each evaluation period are notified via their grade summary. Students will have an opportunity to discuss progress with their instructor.

A student must obtain a level of Basic (2.0) or higher at 100% completion of the program to graduate. All courses must be complete for graduation.

Student evaluations are kept on file with Student Services.

## **Grading Criteria**

Each criterion is assigned a percentage of the overall evaluation grade. These percentages can change from one course to another due to differences in the amount of classroom and lab time. For example:

Home Assignments 20%  
Lab Participation 35%  
Work Values 20%  
Exam/Quizzes 25%

Work values are an important part of long-term success and therefore are considered part of each student's grade.

## **IYRS Work Values**

- Consistently Practices IYRS Shop Safety Rules & Standards
- Is Consistently Punctual
- Consistently Dresses Appropriately & Safely
- Consistently Maintains a Clean Shop Environment
- Accepts Supervision and Follows Directions
- Works Cooperatively as a Team Member
- Learns From One's Mistakes
- Takes Initiative for One's Learning
- Focuses on and Executes Assigned Tasks
- Completes Assignments and Projects on Time

## **Appeals**

A student wishing to appeal an unsatisfactory grade should first direct the appeal to their instructor. If this is unsatisfactory, the student can next appeal to the Dean of Education.

## **Industry Externships**

Students in the Marine Systems are required to complete 140 hours for their externship. Students in the Digital Modeling & Fabrication program and Composites Technology program are required to complete 150 hours for their externship. Students in the Boatbuilding & Restoration program are required to complete 175 hours for their externship. Students in the first year of the Boatbuilding & Restoration program must complete the externship prior to starting the second year of the program.

In order to qualify for an externship, a student must be in good academic and financial standing as of the proposal due date and receive a passing grade on the externship proposal and resume assignment. If the student is not in good standing, the student is ineligible to participate in the externship. Students are provided information specific to their situation and have the ability to rectify their eligibility. Students who complete the outlined requirements for good academic and/or financial standing will then be eligible for externship.

The evaluation criteria associated with the externship is as follows: completion of the externship proposal and resume, submission of time sheets and weekly reflections, and an evaluation of the externship. The Boatbuilding & Restoration students are also graded on a presentation.

## **Graduation Requirements<sup>(#22, 23)</sup>**

Students who successfully complete the program will receive a Certificate of Proficiency in Boatbuilding & Restoration, Composites Technology, Digital Modeling & Fabrication, or Marine Systems. To be eligible for graduation, a student must satisfactorily complete all program requirements, to include evaluation criteria and attendance requirements. All financial obligations to the school must be fulfilled before receiving the certificate.

Students will receive a copy of their formal transcript upon graduation. This is compiled from term evaluations and includes skill assessments, attendance record and documentation of work where available. In general, copies of transcripts are available only to the student upon written request to Student Services.

## **Satisfactory Academic Progress<sup>(#21)</sup>**

To receive federal financial aid for attendance at IYRS, students are required to make academic progress toward completion of a certificate. Satisfactory progress for a clock hour and credit hour program is evaluated at the end of each payment period. Below are the detailed requirements that must be met and a description of the consequences if they are not met. This policy applies to all federal and state aid programs, including Pell Grant, Stafford Loan, and PLUS Loan.

To be considered eligible for the financial aid programs named above, a student must be meeting **all** of the following conditions:

**Qualitative** - A student must obtain a level of 2.0 or higher (based on the above grading scale).

**Quantitative - Pace of Progress** All students must successfully complete 95% of their cumulative attempted clock/credit hours.

- Attempted clock/credit hours are the hours a student attends each payment period.
- Excused absences must be made up

**Maximum Time Frame** - All students must complete their program requirements within 150% of the time it normally takes to complete the certificate program (as measured in clock/credit hours). Title IV recipients who do not complete their program within 150% of the published program length will not be eligible to receive additional federal student aid.

### **Warning Period**

A student who fails to meet the Satisfactory Academic Progress standards outlined above will be placed on financial aid warning for the following term. During the warning term, the student is still eligible to receive financial aid. At the end of the warning term, student progress will again be reviewed. Failure to meet academic progress standards at this time will result in financial aid suspension. Students who are suspended from receiving financial aid may appeal the decision.

### **Appeals**

A student determined ineligible for aid may appeal this determination by writing to Student Services, stating the basis for the appeal. Exceptions may be made based on extenuating circumstances including, but not necessarily limited to, documented illness, or change of program. The Director or designee will inform the student in writing of the decision, specifying the conditions, if any, under which an exception has been made, or explaining the reason(s) for denying the appeal and detailing the actions necessary for the student to regain eligibility.

### **Re-establishing Eligibility**

A student who failed to make progress may re-establish his/her financial aid eligibility in either of the following ways:

- Enroll at the student's own expense until both the Quantitative and Qualitative SAP standards are met, while not exceeding the Maximum Time Frame.
- Approval of their SAP appeal: the student will regain eligibility and is placed on financial aid probation for the following term.

## **Notification**

Students will be sent written notification if their financial aid eligibility changes as a result of the SAP evaluation.

## **Satisfactory Academic Progress Policy - Veterans**

Students receiving Veteran Education Benefits as defined by the Veterans Administration (VA) must maintain satisfactory academic progress (SAP). In order to meet SAP, students must hold a GPA of 2.0 or higher, cumulative and per term. Students must also adhere to the attendance policy as outlined in the IYRS Catalog Handbook.

## **Warning Period**

A student receiving Veteran Education Benefits who fails to meet the SAP standards outlined above will receive a warning (verbal for the first warning, written for the second). A warning may be issued at the following points:

- Upon violation of IYRS' attendance policy, as outlined in the Student Handbook;
- Upon distribution of a student's progress report (issued at every quarter mark of each program), should the student's GPA not fall within SAP standards.

A written warning will require the student to develop a plan, under the instructor's direction, to make up any missed work and/or time. Students on warning are still eligible for VA benefits but are strongly encouraged to communicate with faculty and/or appropriate staff to discuss strategies for meeting SAP requirements. A warning will be reported to the VA.

## **Probation**

Failure to meet SAP standards following a written warning will result in the student being placed on academic or administrative probation. Probationary status is assigned if:

- A student has additional absences following issuance of a written warning and signed makeup plan (may be waived for extenuating circumstances, i.e. illness, death of a family member). Four (4) late arrivals or early departures in any combination in one term (or for any class in the case of DMF) equal a full absence;
- A student's GPA has not risen to meet SAP standards by the next program quarter mark. Students in their last quarter will be evaluated on a case-by-case basis, in order to determine appropriate action.

Probation periods provide both the school and the student an opportunity to address issues that may affect the student's ability to complete a Certificate program. A student will be notified formally and in writing by Student Services

when they are placed on probation, and when they are removed from probation. Under the instructor's direction, the student will be required to develop a plan to make up missed work and/or time. A student on probation who is unable to meet the requirements of their makeup plan may be asked to withdraw from their program. Continued unsatisfactory academic progress or failure to meet attendance requirements will result in termination.

### **Withdrawal**

Withdrawal from a Certificate program will be reported to the VA and may result in a VA debt to the student.

## **Appeal Process**

### **Academic**

A student who wishes to appeal an unsatisfactory grade should first direct the appeal to their instructor. If this is unsatisfactory, the student can next appeal to the Dean of Education.

### **Administrative**

A student who wishes to submit a SAP appeal may do so by writing to Student Services, stating the basis for the appeal. Exceptions may be made based on extenuating circumstances including, but not necessarily limited to death of a relative, injury or illness, or change of a program. Documentation may be required. The school will inform the student in writing of the decision, specifying the conditions, if any, under which an exception has been made; or explaining the reason(s) for denying the appeal and detailing the actions necessary for the student to regain eligibility to receive Veteran Education Benefits.

### **Results of Appeal**

**Approved with certification of benefits:** Student may remain enrolled in their program. Enrollment will be certified and if eligible, the student will receive payment of benefits.

**Approved without certification of benefits:** Student may remain enrolled in their program. Enrollment will not be certified. In order to demonstrate commitment and the ability to be successful, the student will be required to self-pay any outstanding term payments. If the student demonstrates Satisfactory Academic Progress (receives a term GPA of 2.0 or higher and owes no more than 5% of hours at the current time during the program) by the next percentage mark, future enrollment will be certified – and if eligible, the student will receive payment of benefits.

## **Attendance Policy<sup>(#15)</sup>**

Because of the experiential nature of the IYRS programs and the emphasis on teamwork, any absence from the programs affects not just the absent student but also the entire team. Therefore, the school takes absences from the programs, even when appropriately scheduled in advance, very seriously.

The Boatbuilding & Restoration program school day runs from 8:30am to 5pm. Composites Technology, Marine Systems, the Combined Program of Composites Technology & Marine Systems, and Digital Modeling & Fabrication school day *generally* run from 8:30am to 5pm. All programs have two (2) 15-minute breaks and a one-hour (1) lunch break from 12pm – 1pm. Classes start promptly at 8:30am each morning and at 1pm each afternoon. Students are expected to return promptly from each break.

**Students in Boatbuilding & Restoration will be expected to make up all assignments and time missed (both excused and unexcused) at the earliest possible time. Students in Composites Technology, Digital Modeling & Fabrication, and Marine Systems will be expected to make up all assignments, course material missed, and time at the earliest possible time.**

The following procedures for tracking and coping with absences will apply:

- 1) It is the student's responsibility to notify the instructor if they plan to be absent, miss class, arrive late or leave early.
- 2) Any lateness or absence must be approved in advance by the student's instructor. An absence may be considered **excused** for a doctor-approved illness, death in the family, school snow day or an unforeseen but serious circumstance. If a lateness or absence is not approved by an instructor, it will be considered an **unexcused** absence.
- 3) A full absence is equivalent to one (1) school day or two (2) half-day absences.
- 4) Consistent lateness will result in administrative probation. Four (4) late arrivals or early departures in any combination in one term equal a full absence.

Students who have missed more than 4% of a program year, even when the absences have been approved, may be dismissed from the program.

### **Excused Absences**

A student may have three (3) excused absences in the Composites Technology, Marine Systems, and Digital Modeling & Fabrication programs; and three (3) excused absences per year for the Boatbuilding & Restoration (only one [1] absence will be allowed during the Summer Term for the Boatbuilding & Restoration program). The student will be expected to make up all time and work missed at the earliest possible time. IYRS will make every effort to facilitate

remedial or make-up work when students experience legitimate, excused absences. The student will develop a make-up work plan, which will be approved by the instructor<sup>(#17)</sup>.

### **Unexcused Absences**

1) **First** Unexcused Absence – A student will receive a verbal warning. Under the instructor's direction the student will be required to develop a plan to make up the assignments and time missed at the earliest possible time<sup>(#17)</sup>.

2) **Second** Unexcused Absence – The student will receive a written warning that will be placed in their academic file. Under the instructor's direction the student will be required to develop a plan to make up the assignment and time missed at the earliest possible time<sup>(#17)</sup>.

3) **Third** Unexcused Absence - A student with three unexcused full absences in any term will be put on Administrative Probation.

### **Probation<sup>(#19)</sup>**

Academic and Administrative Probation periods provide both the school and the student with an opportunity to address issues that may affect the student's ability to complete a Certificate program. Students will be formally notified in person and in writing by Student Services when they are placed on probation and when they are removed from probation. Under the instructor's direction the student will be required to develop a plan to make up the assignments and time missed in order to be removed from probation. Students who are on probation and unable to meet the requirements of their make-up work plan may be asked to withdraw from the program. Once a student is removed from probation, continued unsatisfactory academic progress or failure to meet attendance requirements will result in termination.

### **Leave of Absence<sup>(#16)</sup>**

A leave of absence (LOA) is a temporary interruption in a student's program of study. An LOA must be submitted in writing to Student Services, signed and dated. A student's reason for applying for an LOA must be included in their request. In no cases will leaves totaling an absence of more than 180 days within a 12 month period be approved. Students who do not return from an LOA will be considered withdrawn as of their last date of attendance. The refund policy as stated in this handbook will apply.

## **Additional Time to Complete the Program<sup>(#17)</sup>**

Some students may require additional time beyond the regularly scheduled clock/credit hours to achieve the appropriate performance and evaluation levels, or to simply make up missed class time or work. Such students will be allowed to repeat courses or conduct remedial studies. An additional pro-rated tuition will be charged when students attend school for terms beyond the scheduled program term. All courses must be completed to graduate. Incomplete status or withdrawal status that is not addressed will result in failing status and is automatically grounds for termination. When a course is repeated or remediation is taken, the highest of the resulting grades (according to the evaluations standards) will be documented on the student's record.

## ***IYRS Policy for Utilization of Online Learning Tools***

IYRS School of Technology & Trades currently does not have any programs approved for distance education. However, given the circumstances related to COVID-19, and while we further evaluate our programs to qualify for distance education, IYRS has developed the following Policy.

### IYRS Online Policy

IYRS programs will utilize online, or other, learning tools as a supplement to any of the programs in-person coursework in the event of a student being unable to attend classes or lab in person for a limited period of time, they may seek alternative tools from their instructor or, in the event of a faculty member unable to attend classes in person.

### Circumstances for online accommodations

Students may seek the use of online learning accommodations in the following circumstances:

- COVID-19 related: student or entire class must quarantine either due to close contact exposure, testing positive, or having to care for someone with Covid-19
- A student is required to recover from an accident or a medical incident (if circumstances warrant being away for more than 15 days, a student may need to evaluate a leave of absence)
- A weather related absence

### Utilizing online accommodations

Accommodations for utilizing online learning tools may only be sought for a consecutive period of time, no longer than 15 days. Any accommodations thereafter, will be assessed on a case-by-case basis. Accommodations will be limited to lecture/didactic portions of the courses and will require students to have access to a computer and internet or have other means to receive and access lectures, videos or content on Google Classroom or other medium. Students should



work directly with their instructors in cases where additional resources may be needed, such as the school's learning resource system or tools and materials that may be needed to complete assignments at home. Online learning tools may include live streamed Zoom calls, pre-recorded lecture videos, external media content, reading and research assignments and others as developed by the faculty.

Make up time

In instances where lab work, projects, assignments cannot be completed at home, those hours will need to be completed in the lab. Make-up days are allocated on the academic calendar; however, students should work with faculty on individual make-up plans.

## Financial Information(#24)

### Program Expenses

The following table outlines the tuition and fees for the IYRS Certificate programs.

Program	Tuition	Fees	Additional Expenses
<b>Boatbuilding &amp; Restoration (20 months)</b>			
<b>2024-2025</b>	\$23,500	\$1,980 shop and materials fees	\$1,500 approximate cost for tools and books (first year only)  \$650 estimated cost for laptop
<b>2025 – 2026</b>	\$23,500	Year 1: \$1,770 shop and materials fee	
<b>Composites Technology (9 months) 2024-2025</b>	\$25,500	\$3,360 shop and materials fees  \$720 ACMA certification exam fee	\$1,100 approximate cost for tools and books  \$1,500 estimated cost for laptop
<b>Digital Modeling &amp; Fabrication (9 months) 2023-2024</b>	\$25,500	\$3,585 shop and materials fees	\$2,400-4,400 approximate cost for tools, laptop and books (dependent on laptop selection)
<b>Marine Systems (6 months) 2024-2025</b>	\$22,000	\$2,085 shop and materials fee	\$1,500 approximate cost for tools, laptop and books

		\$190 Membership fee to ABYC	\$650 estimated cost for laptop
		\$1,540 ABYC & NMEA certification exam fee	

These fees are non-refundable except as stated in the refund policy. Shop and materials fees, exam fees and tuition are subject to change upon written notice. In addition to tuition and fees, students must purchase required tools, texts and computer equipment. A list of tools and textbooks can be obtained by contacting Admissions.

On April 1st of the first year of the Boatbuilding & Restoration program, students will be required to confirm enrollment for the second year. A deposit of \$250 is required with enrollment. A waiver of the deposit may be requested from Student Services. Failure to confirm enrollment on time may jeopardize a student's place in the program. Students will be notified in writing before the start of the school year of any changes to tuition or fees.

Students in the Marine Systems program will take three (3) American Boat & Yacht Council (ABYC) certification exams and one (1) National Marine Electronics Association (NMEA) exam. These exams are required; however, passing them is not required for graduation.

Students in the Composites Technology will sit for three (3) American Composites Manufacturers Association (ACMA) exams. These exams are required; however, passing them is not required for graduation.

### **Financial Aid**

IYRS participates in the following Federal Financial Aid Programs (for those who qualify): Pell Grant Program, Direct Stafford Loan Program and the Plus Loan Program. IYRS is approved to participate in the Veterans Benefit Program. IYRS also offers institutional scholarships and financial aid. For more information, or to apply for financial aid, contact Student Services at 401-848-5777.

### **Payment Policy**

IYRS establishes an account for each of its students that functions like a credit plan for the purpose of charging tuition and fees and other applicable charges.

Payment of all charges for a term is due six weeks prior to the start of the term to which the charges apply or student has established a monthly payment plan with the school. Through this account, students can pay the full account balance at that time or an amount less than the full amount. Students who pay less than the total amount due by the respective due date will be assessed a monthly late

payment fee of 1.5% on the remaining unpaid portion, with a minimum late fee charge of \$0.50.

Late payment fees will not be assessed under the following conditions. The student:

- Has signed up for our monthly payment plan and is current on payments
- Has pending or authorized financial aid (awaiting disbursement) that covers full or remaining balance
- Has a pending third-party sponsor credit on their account (indicated as a memo) paying full or all of remaining balance
- Has a pending outside scholarship or loan credit on their account (indicated as a memo) needing their signature that covers full or remaining balance

Returned Payment Charge: Payments unpaid by your financial institution may be subject to a returned payment charge of \$25.00.

Any student whose account balance is not paid in full by the posted billing due dates, or who has not made payment arrangements (such as financial aid or written payment plans) will be withdrawn from the program. Late fees will be assessed. In addition, a hold will be placed on their academic records. This hold will prohibit the student from obtaining official transcripts and/or registering for future term classes until the account balance is paid-in-full.

Financial Responsibility: By registering for courses at IYRS, the student accepts financial responsibility for payment in full of the student account plus (if necessary) any additional costs which may be incurred by the school in the collection of these debts. Late payment fees will be applied to past due amounts. Failure to pay a past due debt may result in the debt being referred to a collection agency and/or other authorized legal debt collection procedures. Under such circumstances, the student is responsible for all fees and costs incurred by the school in the collection of the past due debt, including the collection fees and/or attorney's fees.

## **Refunds(#25)**

### **Before School Begins**

When a student requests the cancellation and/or refund within three (3) business days of signing the enrollment agreement and before classes have begun the application will be cancelled and all monies paid will be refunded in full.

### **After School Begins**

Refunds are based on the period of enrollment computed on the basis of course time expressed in clock hours and/or credit hours.

The effective date for refund purposes:

- a.If the student is terminated by the school, the last day of attendance.
- b.If the student withdraws, the earliest of the following:
  1. postmarked date of written notice from the student
  2. ten school days following the last day of attendance

If a student is terminated or withdraws after classes commence tuition and fees will be refunded based on the following:

- a.During the first quarter of the program, 75 percent of the tuition, less a registration fee of \$100.00.
- b.During the second quarter of the program, 50 percent of the tuition, less a registration fee of \$100.00.
- c.During the third quarter of the program, 25 percent of the tuition, less a registration fee of \$100.00.
- d.During the fourth quarter of the program, the student may be considered obligated for full tuition and fees.

For the Boatbuilding & Restoration Program, the policy above applies for each year of the program. Refunds will be made within 30 days after the effective date of termination or cancellation.

### **Return of Federal loan policy**

The return of Title IV funds as prescribed in Section 48B of the HEA Amendments determines the amount of Title IV aid a student has earned at the time a student withdraws. The amount of the Title IV aid a student has not earned is then returned to the Title IV programs. It is a proportional calculation based on the date of withdrawal through 60% of the payment period. The formula in brief is as follows:

- IYRS will determine the date of withdrawal and then determine the percentage of the payment period attended by the student.
- IYRS will determine the amount of Title IV aid for which the student was eligible by the percentage of the time enrolled.
- IYRS will compare the amount earned to the amount disbursed. If the amount of aid disbursed exceeds the amount earned, this amount of Title IV aid must be returned.
- IYRS allocates the responsibility for returned unearned aid between the school and the portion that could have been disbursed directly to the student once institutional charges were covered.
- IYRS and/or the student must then distribute the unearned Title IV aid back to the Title IV programs.
- All refunds are calculated on the last day of the attendance of the student.
- In no case shall the amount returned exceed the amount remitted.
- If the return of Title IV funds results in a student tuition balance, the student will be responsible for payment of the balance to IYRS.

If IYRS is required to return Title IV funds received, IYRS will return the unearned aid to the Title IV funds programs as follows:

1. Unsubsidized Federal Stafford Loans
2. Subsidized Federal Stafford Loans
3. Federal Plus Loans
4. Federal Pell Grants

For more information regarding the refund or return of Title IV funds, Veterans Administration funds, and other loan or grant programs, please contact Student Services at 401-848-5777.

### **Return of VA Funds**

Veterans who incur debts as a result of their participation in education programs receive letters from the VA Debt Management Center informing them of their rights and obligations to reimburse the Department of Veterans Affairs. More information is available at [www.va.gov/debtman](http://www.va.gov/debtman).

### **Payment Policy – Veterans**

Students receiving Veteran Education Benefits through the Veterans Administration (VA) must submit a Certificate of Eligibility (COE) in order to have their benefits calculated into their student account.

A covered individual must provide a copy of the VA's Certificate of Eligibility to IYRS by the first day of classes. A *covered individual* is any individual who is entitled to educational assistance under Chapter 31 (Vocational Rehabilitation & Employment) or Chapter 33 (Post-9/11 GI Bill®). In accordance with the Veterans Benefits and Transition Act of 2018, IYRS will not impose any penalty – including the assessment of late fees, denial of access to classes or other institutional facilities, or the requirement that a covered individual borrow additional funds – on any covered individual because of the individual's inability to meet their financial obligations to the institution due to the delayed disbursement of funding from the VA under Chapter 31 or 33.

Any student receiving education benefits through the VA must submit a written request to Student Services to be certified.

*\*GI Bill® is a registered trademark of the U.S. Department of Veterans Affairs (VA). More information about education benefits offered by VA is available at the official U.S. government website at <https://www.benefits.va.gov/gibill/>.*

## **Notice of Non-Discrimination**

IYRS does not discriminate unlawfully on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, genetic information, disability, status as a protected veteran, pregnancy or marital status, or any other unlawful basis, in the administration of its education policies, admission policies, scholarship and loan programs, or other school administered programs.

In accordance with Title IX, IYRS does not discriminate on the basis of sex in its programs, activities or employment. Complaints should be made to IYRS's Title IX Coordinator. Lisa Esposito, Dean of Education, serves as IYRS's Title IX Coordinator. The Title IX Coordinator's office address is 449 Thames Street, Newport, RI 02840. The Title IX Coordinator can be contacted at (401) 848-5777 x226 or at [lesposito@iyrs.edu](mailto:lesposito@iyrs.edu). The Title IX Coordinator is responsible for monitoring compliance with Title IX.

Inquiries may be referred to the Title IX Coordinator or the United States Department of Education, Office for Civil Rights, at [OCR@ed.gov](mailto:OCR@ed.gov) or (800) 421-3481.

This Policy is in compliance with applicable legal requirements including Title IX of the Education Amendments of 1972; relevant provisions of the Violence Against Women Reauthorization Act of 2013; the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act; and other applicable federal and Rhode Island state laws.

## ***Disability Accommodations***

All students are encouraged to visit campus and tour their program of interest to ensure they make a decision that fits their needs and abilities. In accordance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act, IYRS is committed to providing equal access to educational opportunities to qualified students with disabilities. It is the responsibility of the student with a disability to contact the Student Services Office if the student would like to request an accommodation or academic adjustment.

Questions regarding facilities & services for students with disabilities & accommodations should be directed to the Student Services at 401-848-5777. The Director of Student Services serves as IYRS' Section 504 Coordinator. Inquiries about compliance with Federal disability laws may be directed to the Office for Civil Rights, US Department of Education, 5 Post Office Square, 8th Floor, Boston, MA 02109.

Complaints of discrimination or harassment based on a student's actual or perceived disability should be directed to the Section 504 Coordinator.

Complaints will be investigated in accordance with IYRS' Code of Student Conduct and Student Grievance Process.

## Technical Standards

The following technical standards are essential to the programs of instruction at IYRS and may also reflect industry standards and requirements.

To participate in the **Boatbuilding & Restoration Program**, all students, with or without reasonable accommodations, must be able to safely and effectively:

- Participate in an industry-relevant activity for up to six continuous hours, often standing, squatting, and kneeling;
- Lift and transport a minimum weight of 25 pounds;
- Perform basic computer hardware and software navigation;
- Ability to climb a ladder or scaffolding;
- Ability to safely cut and shape wood using hand held power tools including, but not limited to, a circular saw, jig saw and router;
- Ability to safely cut and shape wood using a variety of stationary power tools including, but not limited to, a table saw, band saw, chop saw and thickness planer; and
- Perform mathematical functions involving addition, subtraction, multiplication, division of decimals or fractions and execute multi-step procedures.

To participate in the **Composites Technology Program**, all students, with or without reasonable accommodations, must be able to safely and effectively:

- Participate in industry-relevant activity for up to six continuous hours, often standing, squatting, and kneeling;
- Lift and transport a minimum weight of 25 pounds;
- Perform basic computer hardware and software navigation;
- Ability to safely cut and shape wood using a variety of stationary power tools including, but not limited to, a table saw, band saw, chop saw; and
- Perform mathematical functions involving addition, subtraction, multiplication, division of decimals or fractions and execute multi-step procedures.

To participate in the **Digital Modeling & Fabrication Program**, all students, with or without reasonable accommodations, must be able to safely and effectively:

- Participate in an industry-relevant activity for up to six continuous hours, which may involve standing, squatting, and kneeling;
- Lift and transport a minimum weight of 20 pounds;
- Ability to safely cut and shape materials including, but not limited to, wood and metal using hand and hand-held power tools including, but not limited

to, chisels, hand saw, hammer, a circular saw, jig saw; electric drill; and router;

- Ability to safely cut and shape materials including, but not limited to, wood and metal using a variety of stationary power tools including, but not limited to, a table saw, band saw, chop saw; belt sander; analog machinist lathe and vertical mill; CNC lathe and multi-axis mill; 3D printers of various design;
- Perform basic computer hardware and software navigation;
- Read and comprehend technical and professional materials including text, numbers and graphs displayed in print or on a screen; and
- Perform mathematical functions involving addition, subtraction, multiplication, division of decimals or fractions and execute multi-step procedures.

To participate in the **Marine Systems Program**, all students, with or without reasonable accommodations, must be able to safely and effectively:

- Participate in industry-relevant activity for up to six continuous hours, often standing, squatting, and kneeling;
- Lift and transport a minimum weight of 25 pounds;
- Perform basic computer hardware and software navigation;
- Ability to safely cut and shape wood using hand held power tools including, but not limited to, a drill and router; and
- Ability to safely cut and shape wood using a variety of stationary power tools including, but not limited to, a table saw, band saw, and chop saw.

## ***IYRS Code of Student Conduct and Student Grievance Process***(#18)

Students at IYRS are expected at all times to conduct themselves in a manner consistent with good citizenship. Individual behavior can have either a positive or a negative effect on the IYRS community. As such, students must be mindful of how their behavior impacts those around them; and refrain from any actions that violate or infringe upon the rights of others to ensure that all students may complete their educational program in a safe and secure environment.

### **CODE OF STUDENT CONDUCT:**

Students found responsible for committing or attempting to commit the following violations (either on or off campus) during their enrollment at IYRS will be subject to sanctions:

#### **I. Conduct Affecting Others**

- a. Threatening or causing harm to any person, or behaving in a manner that would offend or frighten any person.



- b. Endangering the health or safety of others.
- c. Violating IYRS's Sexual Misconduct and Relationship Violence Policy.
- d. Harassing or discriminating against an individual on the basis of race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, genetic information, disability, status as a protected veteran, pregnancy or marital status, or any other unlawful basis.
- e. Violations of the Code of Student Conduct that are committed with bias, hatred or animus based on race, religion, color, national origin, age, sex, sexual orientation, gender identity or expression, genetic information, disability, status as a protected veteran, pregnancy or marital status, or any other unlawful basis.
- f. The provision of alcohol and/or other drugs to an individual for the purpose of committing or facilitating sexual misconduct. (The sexual misconduct does not have to actually occur for the individual to be found responsible for the provision of alcohol and/or other drugs).
- g. Hazing.
- h. Retaliation against any individual who reports a complaint or participates in the Student Grievance Process.

## **II. Conduct Affecting the IYRS Community**

- a. Failing to adhere to IYRS rules regarding safety and security.
- b. Failing to adhere to IYRS rules regarding technology use.
- c. Failing to comply with the directions of IYRS employees and/or representatives acting in the performance of their official duties.
- d. Intentionally initiating or causing a false report to be made.
- e. Unauthorized use of IYRS's name, logo or seal.
- f. Academic dishonesty.
- g. Conduct that interferes with student learning or the mission of IYRS.
- h. Failing to participate in the Student Grievance Process when requested by an IYRS employee to do so.

## **III. Conduct Affecting Property**

- a. Intentionally or negligently damaging IYRS property or the property of others.
- b. Tampering with fire safety or emergency equipment.
- c. Possessing the property of others without consent from the owner.

## **IV. Violations of IYRS's Alcohol and Drugs Policy**

- a. Failing to adhere to the Standards of Conduct outlined in IYRS's Alcohol and Drugs Policy (**Note:** IYRS offers Medical Amnesty. If students are seeking medical attention for themselves or others, or reporting a violation of IYRS's Sexual Misconduct and Relationship Violence Policy, IYRS will not pursue Code of Student Conduct

charges for alcohol or drug violations against the reporting student(s) and/or the student(s) involved in the incident).

#### **V. Violations of IYRS Rules, Standards and Policies**

- a. Failing to adhere to any IYRS rule, standard or policy.
- b. Failing to adhere to shop safety rules and standards.
- c. Habitually arriving late to class and or mandatory events or meetings.
- d. Failing to dress appropriately and/or in accordance with safety rules.
- e. Failing to maintain a clean shop environment.

#### **SANCTIONS**

One or more of the following sanctions may be assigned if a student is found responsible for violating the Code of Student Conduct:

##### **I. Warning:**

Verbal or written notice that a violation of the Code of Student Conduct has occurred. Future violations may result in more severe sanctions. A notation of the warning may be reflected in the student's education records.

##### **II. Loss or Restriction of Privileges:**

Limitation or removal of specific privileges. The loss or restriction of privileges will be outlined in writing for the student and a notation of the loss or restriction of privileges may be reflected in the student's education records. Failure to abide by the loss or restriction of privileges will result in additional sanctions.

##### **III. Educational Assignment:**

Specific educational assignment(s) directly related to the violation committed. A notation of the specific educational assignment(s) may be reflected in the student's education records. Failure to complete the educational assignment(s) by the due date will result in additional sanctions.

##### **IV. Community Service:**

A designated number of hours of community service that the student must complete. The community service must be appropriate to the violation(s) for which the student was found responsible. A notation of the community service may be reflected in the student's education records. It is the responsibility of the student to find an appropriate non-profit organization for the community service and provide IYRS with a letter from the non-profit organization confirming that the required number of hours were completed. Failure to complete the community service by the due date will result in additional sanctions.

**V. Restitution:**

Reimbursement by the student to IYRS, appropriate individuals or organizations for damage, personal injury, or misappropriation. A notation of the restitution may be reflected in the student's education records. Failure to make restitution by the due date will result in additional sanctions.

**VI. Probation:**

A specific probationary period. The student may continue enrollment at IYRS during the specific probationary period, however, if the student is found responsible for any additional violations of the Code of Student Conduct during the probationary period, enrollment at IYRS may be suspended or revoked. A notation of the probation may be reflected in the student's education records.

**VII. Deferred Suspension:**

A deferment of suspension from enrollment at IYRS for a specific period of time. During the deferred suspension, the student may continue enrollment at IYRS. If the student is found responsible for the same or similar violation(s) during the deferred suspension, the student's enrollment at IYRS will be immediately suspended or terminated. A notation of the deferred suspension may be reflected in the student's education records.

**VIII. No Contact Order:**

Restrictions placed on a student's contact with another individual(s). A notation of the no contact order may be reflected in the student's education records. Failure to abide by the no contact order will result in additional sanctions, which may include an interim suspension.

**IX. Interim Suspension:**

A temporary removal from campus. If it is determined that a student's continued presence on campus may constitute an immediate threat of harm to the student, to other individuals, and/or to IYRS property, Student Services or designee may temporarily suspend the student from being on campus pending the resolution of the Student Grievance Process. Prior to issuing the interim suspension, the student will be given the opportunity to show why the interim suspension should not be implemented, including the opportunity to challenge the evidence that IYRS is relying upon in imposing the interim suspension. In determining the appropriateness of the interim suspension, the rights of the student and the risk of threat to the IYRS community will be taken into consideration.

Interim suspensions may also be used when a student is facing criminal charges and wishes to postpone the Student Grievance Process pending resolution of the student's criminal case.

During an interim suspension, the student may not be on campus without written permission from Student Services or designee. A notation of the interim suspension may be reflected in the student's education records.

**X. Suspension:**

Suspension from enrollment at IYRS for a designated period of time. During the suspension period, the student must remain off campus unless the student has received verbal or written permission to be on campus from an employee of IYRS. At the end of the suspension period, the student will be eligible for reenrollment provided there is no other encumbrance upon the student's return (financial or otherwise). A notation of the suspension will be reflected in the student's education records.

**XI. Dismissal:**

Permanent removal from enrollment at IYRS without the possibility of future readmission. The student must remain off campus unless the student has received written permission to be on campus from an employee of IYRS. A notation of the dismissal will be reflected in the student's education records and may be noted on the student's transcript.

## **Student Grievance Process**

For purposes of the Student Grievance Process, the person making the complaint (i.e., alleging that a violation of the Code of Student Conduct has occurred), or the person who was directly impacted by the violation(s), will be referred to as the "Complainant." The student responding to the complaint (i.e., the student accused of violating of the Code of Student Conduct) will be referred to as the "Respondent." *Please note that due to privacy laws, including the Family Educational Rights and Privacy Act (FERPA), in the majority of Student Grievance Processes, the Complainant will not be entitled to receive any information regarding the Student Grievance Process, including the findings and/or sanctions pertaining to the Respondent.*

The Student Grievance Process will be conducted by officials who, at a minimum, receive annual training on relevant issues (including issues related sexual misconduct, relationship violence and other crimes of violence, if applicable) and on how to conduct the Student Grievance Process in a way that protects safety and promotes accountability.

**I. Standard of Evidence:**

The preponderance of the evidence standard (more likely than not) will be used for investigating and making findings.

## **II. Notice of Potential Violation(s)**

When Student Services or designee becomes aware of a potential violation(s) of the Code of Student Conduct, Student Services or designee will meet with the Complainant and provide the Complainant with detailed information about the Complainant's rights and responsibilities under the Student Grievance Process, if applicable, as well as information regarding resources and interim measures, if appropriate.

## **III. Threat Assessment**

When Student Services or designee becomes aware of a potential violation of the Code of Student Conduct, Student Services or designee will (in collaboration with other staff/faculty, as appropriate) conduct an initial threat assessment to determine whether there is reasonable cause to believe that the Respondent poses a continuing, significant threat of harm to the health, safety, and welfare of others or to the IYRS community, and whether interim measures are necessary to alleviate or mitigate that risk.

## **IV. Making a Complaint**

Complaints alleging violations of the Code of Student Conduct may be made by submitting a written Complaint to Student Services or designee. Except in limited circumstances that involve protecting the health and safety or mission of the IYRS community and its members, the Student Grievance Process will not be initiated unless a written Complaint has been submitted. Specifically, in some limited instances, to protect the health and safety or mission of the IYRS community and its members, it may be necessary for IYRS to initiate the Student Grievance Process against the Respondent even if a written Complaint has not been submitted. *For more information about a Complainant's rights in cases involving sexual misconduct or relationship violence, please see IYRS's Sexual Misconduct and Relationship Violence Policy.*

## **V. Meeting with the Respondent:**

If IYRS is proceeding with the Student Grievance Process, Student Services or designee will schedule a Preliminary Meeting with the Respondent. At the Preliminary Meeting, the Respondent will be provided with details about the allegations, the Student Grievance Process and the potential sanctions that may be imposed if the student is found responsible for the behavior.

At the conclusion of the Preliminary Meeting, the Respondent may: (I) admit responsibility and execute a written Waiver of the Student Grievance Process (at which point the Respondent will be assigned a sanction(s) and the Student Grievance Process will be concluded); or (II) request that the alleged violation(s) be adjudicated in accordance with the Student Grievance Process. A Respondent who executes a written Waiver of the Student Grievance Process is not entitled to an appeal.

If the Respondent fails to appear at the Preliminary Meeting after proper notification, Student Services or designee may place a conduct hold on the Respondent's records, or proceed with the Student Grievance Process without the Respondent's participation.

The Student Grievance Process constitutes the institution's formal student grievance process.

#### VI. Informal Resolutions

Certain Complaints may be resolved informally. Student Services or designee will have discretion to determine whether an informal resolution is appropriate given the circumstances.

#### **VII. Investigation and adjudication:**

If the matter is not resolved informally and the Respondent requests that the alleged violation be adjudicated in accordance with the Student Grievance Process, Student Services or designee will appoint an investigator(s). The investigator will conduct an investigation, issue a finding regarding responsibility and assign sanctions if necessary. Student Services or designee will have the discretion to appoint an internal investigator(s) and/or an external investigator(s).

#### **VIII. Investigation:**

IYRS will ensure an adequate, reliable and impartial investigation of all complaints alleging violations of the Code of Student Conduct. The investigation may include interviews with the Respondent (and the Complainant if the allegation(s) involves sexual misconduct, relationship violence or other crimes of violence), relevant witnesses, and a review of any other relevant evidence (including text messages and other social media) if applicable. The investigator will determine, in the investigator's sole discretion, what information is relevant. Character evidence will not be considered; and pattern evidence (evidence of previous conduct) will only be considered if the previous conduct is so substantially similar to the conduct cited in the instant matter to indicate a pattern of behavior. Additionally, medical and counseling records are privileged and confidential. Therefore, those records will not be required to be disclosed.

In cases involving sexual misconduct, past sexual history will typically not be considered except possibly where consent is at issue. Specifically, prior consensual sexual activity between the Complainant and the Respondent, while not determinative, may be relevant to determining whether consent was sought and received. Past sexual history may also be considered under very limited circumstances, for example, to explain injury. However, consent to one sexual act will never be considered to constitute consent to another sexual act.

At the conclusion of the investigation, the investigator will complete an Investigation Report.

### **IX. Investigation Report:**

Once the Investigation Report has been completed, Student Services will schedule a meeting with the Respondent (and with the Complainant if the allegation(s) involves sexual misconduct, relationship violence or other crimes of violence) to review the Investigation Report. The Respondent (and the Complainant if the allegation(s) involves sexual misconduct, relationship violence or other crimes of violence) will have the opportunity to respond to the investigator in writing, within three (3) business days after reviewing the Investigation Report, to offer additional comments, ask clarifying questions, clarify information previously shared, suggest additional witnesses, or identify any other relevant information or evidence to assure the thoroughness and sufficiency of the investigation. If, in the sole discretion of the investigator, no further inquiry is required, the investigation will be deemed complete and final. If, in the sole discretion of the investigator, further inquiry is necessary, the investigator will follow up on the information before finalizing and completing the investigation.

### **X. Adjudication and Sanctions:**

Once the investigation is deemed by the investigator to be complete and final, the investigator will make a finding of "Responsible" or "Not Responsible" for each alleged violation. Thereafter, Student Services or designee will issue sanction(s) for each "Responsible" finding. Student Services or designee may consider prior violations of the Code of Student Conduct for which the Respondent was found Responsible only when determining what sanction(s) to impose.

### **XI. Notice of Outcome:**

Once a sanction(s) has been determined, the Student Services Manager will provide the Respondent (and simultaneously to the Complainant, in cases involving sexual misconduct, relationship violence or other crimes of violence) with a written Notice of Outcome, which will include the finding(s), rationale and sanction(s) (if applicable).

### **XII. Appeal:**

The Respondent (and the Complainant in cases involving sexual misconduct, relationship violence or other crimes of violence) has the right to appeal and participate in the appeal process if: (1) the Student Grievance Process was not followed; (2) new (material) evidence has come to light, which was not reasonably available prior to the issuing the Notice of Outcome; and/or (3) the sanction(s) is clearly contrary to the weight of the evidence.

Requests for appeal must be submitted in writing to the Student Services Manager or designee within three (3) business days following delivery of the Notice of the Outcome. Appeals are heard by the Student Services Manager or designee and will be strictly limited to the grounds for appeal outlined above. The Student

Services Manager or designee is an impartial decision-maker and will conduct the appeal in an impartial manner.

If the appeal is denied, the matter will be closed, and the investigator's decision will be final. If the appeal is granted, the Student Services Manager or designee may: (1) remand the case for a new investigation (the results of the new investigation, including the finding(s) and sanction(s) will be final and not subject to further appeal); or (2) make modifications to the sanction(s) imposed. The Student Services Manager or designee will provide written Notice of Outcome of the Appeal to the Respondent (and simultaneously to the Complainant, in cases involving sexual misconduct, relationship violence or other crimes of violence) within a reasonable period of time. The decision of the Student Services Manager or designee regarding the appeal will be final.

### **XIII. Timeframe for the Student Grievance Process:**

IYRS will make its best efforts to complete the Student Grievance Process (including the investigation and appeal process) within ninety (90) business days of receipt of the Complaint. However, because the length of investigations may vary due to the complexity and unique factors of each case, the timeframe outlined herein may be extended for good cause. The Respondent (and the Complainant in cases involving sexual misconduct, relationship violence or other crimes of violence) will be provided with periodic status updates as necessary.

### **XIV. Law Enforcement:**

IYRS will comply with law enforcement requests for cooperation. Such cooperation may require IYRS to temporarily suspend an investigation, for a short period, while law enforcement gathers evidence. IYRS will promptly resume its investigation as soon as it is notified by law enforcement that its evidence gathering process is complete.

### **XV. Confidentiality:**

IYRS will keep all complaints and investigations private to the extent possible, and information will be disclosed only on a "need to know" basis. It is the expectation of IYRS that all individuals involved in the Student Grievance Process will also maintain confidentiality and share information only on a "need to know" basis. However, individuals are not restricted from discussing and sharing information related to complaints made by or against them with others who may support or assist them in presenting their case in the Student Grievance Process.

### **XVI. Requests for Anonymity or No Action:**

If the Complainant requests anonymity or asks IYRS not to take any action, IYRS will strongly consider the Complainant's request. However, in certain circumstances, IYRS may not be able to grant the Complainant's request due to various factors,



including when there is a risk of imminent harm to an individual or others or a threat to the health and safety of the IYRS community.

**XVII. Conflicts of Interest:**

The Respondent (and the Complainant if the allegation(s) involves sexual misconduct, relationship violence or other crimes of violence) may notify the Student Services Manager or designee in writing if there is a concern that the investigator assigned creates a conflict of interest. The Student Services Manager or designee will make adjustments only if a substantiated conflict of interest exists.

**XVIII. Retaliation:**

Retaliation is prohibited against any individual who reports a complaint or participates in the Student Grievance Process.

## ***IYRS TITLE IX SEXUAL HARASSMENT POLICY AND GRIEVANCE PROCEDURES***

### **I. Purpose of this Policy**

This policy (hereinafter “Policy”) prohibits Sex Discrimination (which includes Sexual Harassment such as Gender-Based Harassment, Sexual Assault, Dating Violence, Domestic Violence, and Stalking), in addition to Retaliation, as defined herein.

IYRS has adopted grievance procedures that provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

This Policy is in accordance with Title IX of the Education Amendments of 1972; relevant provisions of the Violence Against Women Reauthorization Act of 2013; Title VII of the Civil Rights Act of 1964; the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act; their implementing regulations; and other applicable federal and Rhode Island state laws and regulations.

The IYRS nondiscrimination policy and grievance procedures are located at:

<https://www.iyrs.edu/student-life/student-catalog-handbook>

### **II. Notice of Nondiscrimination**

IYRS does not discriminate on the basis of sex in the education program or activity that it operates and is required by Title IX of the Education Amendments of 1972 not to discriminate in such a manner. The requirement not to discriminate in the

education program or activity extends to admission and employment. Inquiries about the application of Title IX to IYRS may be referred to the Title IX Coordinator or to the Office for Civil Rights, or both.

IYRS is committed to maintaining a safe and secure environment free from any form of unlawful discrimination, including sexual harassment as defined herein.

### **III. Scope and Applicability of This Policy**

This policy applies to all IYRS community members, including faculty, adjunct faculty, staff, students, and participants in School programs or activities. In certain situations, this policy may also apply to other individuals, such as contractors, visitors, volunteers, and/or other third parties.

To be adjudicated under this policy and grievance procedures as a Title IX Complaint, the alleged behavior must reasonably implicate the definition of Sex Discrimination as defined in Section V below. This Policy applies to conduct that occurs on the school premises, at school-sponsored activities, or within school online educational and/or co-curricular environments. This includes but is not limited to online activities and programs. This Policy also applies to behavior conducted online- including but not limited to blog postings, social media posts, chats, etc. Online postings can subject a school community member to allegations of Title IX violations if evidence of a Policy violation is posted online. It also applies to off-campus conduct that adversely affects the school community and/or the pursuit of its objectives.

### **IV. Role of the Title IX Coordinator**

Lisa Esposito, Dean of Education, serves as IYRS's Title IX Coordinator. The Title IX Coordinator's office address is 449 Thames Street, Newport, RI 02840. The Title IX Coordinator can be contacted at (401) 848-5777 x226 or at [lesposito@iyrs.edu](mailto:lesposito@iyrs.edu). The Title IX Coordinator is responsible for monitoring compliance with Title IX; and coordinating and implementing supportive measures, and a prompt and equitable grievance process.

### **V. Prohibited Conduct**

**Sex Discrimination.** Sex Discrimination (also referred to as "Sex-Based Discrimination") is conduct on the basis of sex including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity that limits or denies a person's ability to participate in or benefit from IYRS's education program or activity. Sex-based discrimination includes the following:

#### **A. Discriminatory Conduct**

**Discriminatory Conduct** is a form of Sex Discrimination and means conduct on the basis of sex (also referred to as “Sex-Based Discrimination”) including sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity that limits or denies a person’s ability to participate in or benefit from IYRS’s education program or activity.

Examples of Discriminatory Conduct include:

- Denying someone a promotion or refusing to hire someone based on their sex or pregnancy status
- Giving a student a bad grade based on their sexual orientation or gender identity
- Refusing to comply with a pregnant student’s pregnancy accommodations
- Failure to comply with the school’s Pregnancy Policy
- Giving students of one gender preferred treatment or special attention

## B. Sexual Harassment

Sexual Harassment is a form of Sex Discrimination and means severe or pervasive harassment on the basis of sex (also referred to as “Sex-Based Harassment”), including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity, that is:

- 1. Quid Pro Quo Sexual Harassment** occurs when an employee of IYRS conditions the provision of an aid, benefit, or service of the School on an individual’s participation in unwelcome sexual conduct.
  
- 2. Hostile Environment Sexual Harassment** Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person’s ability to participate in or benefit from IYRS’s education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:
  - a)The degree to which the conduct affected the Complainant’s ability to access the recipient’s education program or activity;
  - b)The type, frequency, and duration of the conduct;
  - c)The parties’ ages, roles within the recipient’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
  - d)The location of the conduct and the context in which the conduct

occurred; and

e) Other Sex-Based Harassment in the recipient's education program or activity.

Examples of Hostile Environment Sexual Harassment may include, but are not limited to:

- Unwanted sexual innuendo, propositions, sexual attention or suggestive comments and gestures;
- Inappropriate humor about sex or gender-specific traits, sexual slurs or derogatory language directed at another person's sexuality, gender, gender identity, sexual orientation or gender expression;
- Insults and threats based on sex, gender, gender identity, sexual orientation or gender expression;
- Oral, written or electronic communications of a sexual nature that an individual communicates is unwanted and unwelcome.
- The display or distribution of sexually explicit drawings, pictures, or written or electronic materials;
- Sexually charged name-calling, or the circulation, display, or creation of e-mails, text or social media messages, or web sites of a sexual nature.
- Display or circulation of written or electronic materials or pictures degrading to an individual or gender group where such display is not directly related to academic freedom, or to an educational/pedagogical, artistic, or work purpose.
- Unwelcome physical contact or suggestive body language, such as touching, patting, pinching, hugging, kissing, or brushing against an individual's body.
- Physical coercion or pressure of an individual to engage in sexual activity, or punishment for a refusal to respond or comply with sexual advances.
- Any act committed through non-consensual abuse or exploitation of another person's sexuality for the purpose of sexual gratification, personal benefit or advantage or any other illegitimate purpose. This may include observing another person's nudity or sexual activity, recording or photographing another person's nudity or sexual activity without Consent, disseminating a recording or photograph of another person's nudity or sexual activity without consent, or inducing incapacitation of another without their knowledge for the purpose of causing incapacitation or impairment to allow another person to

engage in behavior prohibited under this Policy.

### 3. Sexual Violence

- a. **Sexual Assault** means physical sexual acts without Consent. Physical sexual acts include, but are not limited to, vaginal or anal penetration, however slight, with a body part or object, or oral copulation by mouth-to-genital contact. It includes causing another person to engage in physical sexual acts towards the Respondent or others without the Consent of the individual engaging in the physical sexual acts. This definition includes rape, sexual assault, sexual battery, sexual assault with an object, sodomy, and sexual coercion and includes assault with the specific intention to commit such an act. This conduct is often referred to as “sexual assault” under federal guidance.
- b. **Fondling** means touching of the breasts, buttocks, or genitals of another, or causing an individual to engage in such acts towards the Respondent or others, in a sexual manner, without Consent, and for the purpose of sexual arousal or gratification, and.
- c. **Incest** is nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- d. **Statutory Rape** is nonforcible sexual intercourse with a person who is under the statutory age of consent.
- e. **Consent** is a clear, informed, and voluntary agreement to engage in specific sexual activity.

Consent to one type of sexual activity does not equal consent to other types of sexual activity. Consent can be withdrawn at any point during sexual activity and the sexual activity must stop immediately; withdrawals of Consent must be clear such that a reasonable person in the Respondent’s position would understand that Consent has been withdrawn. A verbal “no” establishes lack of consent. Silence, without clear actions demonstrating permission, cannot be assumed to indicate consent—the absence of “no” does not equal “yes.” Consent cannot be obtained by coercion, force, or threat. Consent cannot be given by someone if they are mentally or physically incapacitated.

In determining whether Consent was present, the decision-maker will consider what a reasonable person in the Respondent’s shoes would have known and understood.

- f. **Incapacitation** is a state where an individual is temporarily or permanently impaired to the extent where that person can no longer make a rational and informed decision to consent to sexual activity. Incapacitation may be caused by mental or physical disability, or

when a person has consumed alcohol or other drugs, including prescribed medication. Individuals who are asleep or unconscious are incapacitated. A person who does not comprehend the “who, what, when, where, why or how” of a sexual interaction may be incapacitated.

Evidence of incapacitation may include but is not limited to: stumbling or shaky equilibrium, vomiting, slurred speech, bloodshot eyes, smell of alcohol, extreme, reckless or unusual behavior, or unconsciousness (for short or long periods of time).

- g. **Force** is the use of physical violence and/or imposing on someone physically to gain sexual access. Force can include intimidation or implied threats to overcome an individual's resistance or produce consent. There is no requirement that a party resist the sexual advance or request, but resistance is a clear demonstration of non-consent.
- h. **Coercion** is unreasonable, sustained, and extreme pressure for sexual activity that overcomes a person's will. Coercive behavior differs from seductive behavior based on the type of pressure someone uses to get Consent from another. When someone makes it clear that they do not want sex, that they want to stop, or that they do not want to go past a certain point of sexual interaction, continued pressure beyond that point may be coercive.
- i. **Intimidation** is defined as overt or implied threats or acts that would cause reasonable fear of harm in another.
- j. **Dating violence** meaning violence committed by a person: Who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors:
  - i. The length of the relationship;
  - ii. The type of relationship; and
  - iii. The frequency of interaction between the persons involved in the relationship.
- k. **Domestic violence** meaning felony or misdemeanor crimes committed by a person who:
  - i. Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the recipient, or a person similarly situated to a spouse of the victim;
  - ii. Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
  - iii. Shares a child in common with the victim; or
  - iv. Commits acts against a youth or adult victim who is protected from

those acts under the family or domestic violence laws of the jurisdiction.

- I. **Stalking** meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
  - i. Fear for the person's safety or the safety of others; or
  - ii. Suffer substantial emotional distress.

**4. Retaliation** means intimidation, threats, coercion, or discrimination against any person by the University, a student, or an employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity, for the purpose of interfering with any right or privilege secured by this Policy or Title IX, or because the person has reported information, made a Complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the Policy. However, the prohibition against Retaliation does not prevent the University from requiring an employee or other person authorized by the University to provide aid, benefit, or service under the University's education program or activity to participate as a witness in, or otherwise assist with, an investigation, proceeding, or hearing pursuant to this Policy.

## VI. Additional Definitions

### A. Complainant means:

- A student or employee of IYRS who is alleged to have been subjected to conduct that could constitute Sex Discrimination; or
- A person other than a student or employee of IYRS who is alleged to have been subjected to conduct that could constitute Sex Discrimination at a time when that individual was participating or attempting to participate in IYRS's education program or activity.

In addition, with respect to complaints of Sex Discrimination other than Sex-Based Harassment, the following persons also have the right to make a complaint:

- Any student or employee of IYRS;
- Any person other than a student or employee who was participating or attempting to participate in IYRS's education program or activity at the time of the alleged Sex Discrimination.

### B. Complaint means:

An oral or written request to the recipient that objectively can be understood as

a request for YRS to investigate and make a determination about alleged discrimination under Title IX or its regulations.

The following people have a right to make a Complaint of Sex Discrimination, including Complaints of Sex-Based Harassment, requesting that YRS investigate and make a determination about alleged discrimination under Title IX:

- A Complainant (defined above);
- A parent, guardian, or other authorized legal representative with the legal right to act on behalf of a Complainant; or
- YRS's Title IX Coordinator.

Note that a person is entitled to make a Complaint of Sex-Based Harassment only if they themselves are alleged to have been subjected to the Sex-Based Harassment, if they have a legal right to act on behalf of such person, or if the Title IX Coordinator initiates a Complaint.

YRS will not consider inquiries about the Policy and options, by themselves, to constitute a "request for YRS to investigate and make a determination about alleged discrimination" or a Complaint. YRS will communicate, as appropriate and feasible, with a potential Complainant (defined above) to confirm whether a Complaint is being filed prior to YRS initiating a process under this Policy.

**C. Consolidation** means:

Bringing together matters and addressing them in a coordinated manner.

YRS may consolidate Complaints of Sex Discrimination against more than one Respondent, or by more than one Complainant against one or more Respondents, or by one party against another party, when the allegations of Sex Discrimination arise out of the same facts or circumstances. When more than one Complainant or more than one Respondent is involved, references below to a party, Complainant, or Respondent include the plural, as applicable.

**D. Complicity** means any act taken with the purpose of aiding, facilitating, promoting, or encouraging the commission of a violation of this Policy by another person.

**E. Concerted Activity** means where two or more individuals knowingly and intentionally act in concert to engage in behavior prohibited under this Policy and engage in such behavior together or individually.

**F. Disciplinary Sanctions** means consequences imposed on a Respondent following a determination at the conclusion of the grievance procedures that the Respondent violated the Policy.

**G. False Allegation** means where an individual knowingly and intentionally makes an allegation of Sex Discrimination that is in bad faith, dishonest, and



untrue.

An allegation is not considered a False Allegation solely because of certain factors including: the Respondent denies the allegations against them, the grievance process results in a finding of not responsible, the Complaint is dropped, the alleged victim does not file a Complaint, and the Title IX Coordinator dismisses the Complaint or declines to pursue the report.

The Title IX Coordinator has the discretion to determine how and when to address allegations or Complaints of a False Allegation. False Allegations may be addressed through the Policy or Student Code of Conduct.

**H. Force** is the use of physical violence and/or imposing on someone physically to gain sexual access. Force can include intimidation or implied threats to overcome an individual's resistance or produce consent. There is no requirement that a party resist the sexual advance or request, but resistance is a clear demonstration of non-consent.

**I. Party** (plural, Parties) means a Complainant or Respondent.

When a Party is both a student and an employee of IYRS, IYRS will make a fact-specific inquiry to determine whether the matter falls under Sex Discrimination or Sexual Harassment. In making this determination, IYRS will, at a minimum, consider whether the party's primary relationship with IYRS is to receive an education and whether the alleged Sex-Based Harassment occurred while the party was performing employment-related work.

**J. Preponderance of the Evidence** standard is met if the greater weight of the evidence demonstrates that it is "more likely than not" that a violation has occurred.

**K. Relevant** means related to the allegations of Sex Discrimination under investigation as part of these grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged Sex Discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged Sex Discrimination occurred.

**L. Respondent** is any individual who has been reported to be the perpetrator of sex discrimination that is prohibited under this policy. The School presumes that the Respondent is not responsible for the alleged Sex Discrimination until a determination is made at the conclusion of the grievance procedures.

## **VII. Privacy and Confidentiality**

### **A. School Confidentiality**

1. IYRS will make all reasonable efforts to keep confidential the identity of any

individual who has made a report or filed a formal Complaint of Sex Discrimination pursuant to this Policy, any individual who has been reported to be the perpetrator of Sex Discrimination, any Respondent, or any witness. IYRS will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of IYRS to provide the supportive measures.

2. IYRS may reveal confidential information as permitted or required by law to carry out the purposes of this Policy, including conducting any investigation, live hearing, or proceeding arising thereunder.

3. If IYRS becomes aware of a serious and continuing threat to the campus community, IYRS may issue a timely warning in accordance with federal regulation to protect the health or safety of the community and may publish a reported incident in the daily crime log or annual security report. In addition, IYRS may also share non-identifying information, including data about outcomes and sanctions. IYRS will not disclose the name or other personally identifiable information of the Complainant unless it has received the express consent of the Complainant or unless the release of such information is consistent with legal requirements or mandated by law.

## **B. Parties' and Advisors' Confidentiality**

1. IYRS will not restrict the ability of the parties to: obtain and present evidence, including by speaking to witnesses; consult with their family members, confidential resources, or advisors; or otherwise prepare for or participate in the grievance procedures. However, outside of these permitted activities, Parties may not discuss a matter, share evidence or reports, discuss what was shared in an investigation or occurred during a hearing, share information related to an Informal Resolution, or otherwise disclose information and evidence obtained solely through the grievance procedures.

2. Parties, their advisors, family members, and confidential resources, are not permitted to 1) share information and evidence obtained solely through the grievance procedures outside of the permitted activities or 2) download any materials without the written permission of IYRS.

3. IYRS will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Note: disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the Complaint of Sex Discrimination are authorized.

4. Failure to comply with this provision may constitute retaliation and a failure to comply with University directives. The Title IX Coordinator will assess reports

of violations to determine whether the report to process the report pursuant to this Policy or to refer it to Student Conduct.

## **VIII. Amnesty**

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

## **IX. Procedures Individuals Should Follow to Report a Complaint**

### **A. Reporting Prohibited Conduct**

1. Any person (whether or not the person reporting is the person alleged to be the Complainant) may report sexual harassment in person, by mail, by telephone, or by electronic mail or submissions, using the contact information listed for the Title IX Coordinator in Appendix A or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such report may be made at any time (including during non-business hours) by using the telephone number or electronic mail address, or by mail to the office address, listed for the Title IX Coordinator.
2. Employees who have information about conduct that reasonably may constitute Sex Discrimination must report such information to the Title IX Coordinator. An employee who fails to make a report to the Title IX Coordinator may be subject to disciplinary action.
3. Confidential employees must explain the following to any person who informs the confidential employee of conduct that reasonably may constitute Sex Discrimination:
  - a. The employee's status as confidential for disclosures of Sex Discrimination, including the circumstances in which the employee is not required to notify the Title IX Coordinator about conduct that reasonably may constitute Sex Discrimination;
  - b. How to contact IYRS's Title IX Coordinator and how to make a Complaint of Sex Discrimination; and

c. That the Title IX Coordinator may be able to offer and coordinate supportive measures, as well as initiate an informal resolution process or an investigation under the Policy.

4. A reporting party may request that IYRS not investigate and/or adjudicate the report under the formal complaint procedures described herein. IYRS will make all reasonable efforts to honor the Complainant's request. However, in certain circumstances, the School may have to pursue a formal complaint. These circumstances include, but are not limited to, instances when the School has received multiple reports of misconduct by the same individual or when the conduct reported poses a compelling risk to the health and safety of the School community.

5. Upon receiving a report of sexual harassment, if the Title IX Coordinator is made aware of the identity of a Complainant, the Title IX Coordinator will make all reasonable efforts to promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the Complainant the process for filing a formal complaint.

6. Upon receiving a report of sexual harassment, if the Respondent is unknown or is not a faculty, staff, or student member of the School, the Title IX Coordinator will make all reasonable efforts to provide the Complainant with supportive measures, as well as information and options regarding potential criminal processes. The Title IX Coordinator may also take appropriate actions to protect the Complainant, such as providing assistance in obtaining no-trespass and restraining orders. If requested, the School will assist in filing/applying for orders of protection, restraining orders, or similar lawful orders issued by a criminal, civil, or tribal court.

## **B. Option of Confidential Reporting**

Confidential reports can be made to Coastline EAP at 1-800-445-1195.

## **C. Option of Reporting to Law Enforcement**

Individuals who have experienced criminal violations are encouraged to report the incident to local law enforcement and have the option to do so. Formal reporting options include contacting the police department in the jurisdiction in which the incident occurred. If a Complainant chooses to report to law enforcement or pursue a criminal process, the Complainant may simultaneously pursue a formal complaint under this policy. Individuals are advised that if there

is concurrent law enforcement activity, IYRS may temporarily delay its investigative or adjudicative process.

The School can provide Complainants with information and support in the process of reporting criminal conduct to law enforcement.

Regarding the involvement of law enforcement, the Complainant has several options, including: (1) to notify law enforcement authorities; (2) to be assisted by campus authorities in notifying law enforcement authorities if the Complainant chooses; or (3) to decline to notify such authorities. The School will comply with the Complainant's request for assistance in notifying law enforcement to the extent it is consistent with law. The Complainant's choice to report to law enforcement will not impact the provision of supportive measures.

#### **D. Written Explanation of Rights and Options**

When an individual reports any allegation(s) of sexual assault, dating violence, domestic violence, or stalking, whether the offense occurred on or off campus, the School will provide the individual with a written explanation of rights and options.

#### **E. Time Limits**

There is no time limit on reporting violations of this policy, although the school's ability to respond fully may be limited with the passage of time.

### **X. Interim Actions**

#### **A. Emergency Removal and Administrative Leave**

1. Student Respondent. Upon receiving a report that a Respondent engaged in prohibited conduct described in this policy, IYRS reserves the right to remove the Respondent on an emergency basis (When the Respondent is a non-student employee, IYRS reserves the right to place the non-student employee on an emergency paid or unpaid administrative leave), provided that it conducts an individualized safety and risk analysis, determines that an immediate threat to the physical health or safety of any individual arising from the allegations justifies removal, and provides the Respondent with notice and an opportunity to challenge the decision immediately following the removal.

2. Non-student Employee Respondent. When the Respondent is a non-student employee, IYRS reserves the right to place the non-student employee on an emergency paid or unpaid administrative leave.

## **B. Supportive Measures**

If the Title IX Coordinator determines the behavior alleged in a report or Complaint implicates the definitions of Sex Discrimination and is within the jurisdiction of IYRS, the Title IX Coordinator will make all reasonable efforts to promptly contact the individual to discuss the availability of Supportive Measures, consider the individual's wishes with respect to Supportive Measures, inform the individual of the availability of Supportive Measures with or without the filing of a formal Complaint, and explain to the Complainant the Policy, the process, and their options.

If a Complaint has been filed or the Title IX Coordinator is otherwise informed that the Respondent is aware that a report has been made, the Title IX Coordinator will make all reasonable efforts to promptly contact the individual to discuss the availability of Supportive Measures, consider the individual's wishes with respect to Supportive Measures, and explain to the Policy, the process, and their options.

1. Supportive Measures means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or Respondent, not for punitive or disciplinary reasons, and without fee or charge to the Complainant or Respondent to:
  - a. Restore or preserve that party's access to the recipient's education program or activity, including measures that are designed to protect the safety of the parties or the recipient's educational environment; or
  - b. Provide support during the recipient's grievance procedures or during an informal resolution process.
2. IYRS will maintain as confidential any supportive measures provided to the Complainant or Respondent, to the extent that maintaining such confidentiality would not impair the ability of IYRS to provide the supportive measures. IYRS may also disclose supportive measures when legally permissible or required or necessary to effectuate this Policy and address conduct that may constitute Sex Discrimination.
3. Both the Complainant and Respondent involved in either an informal or a formal resolution process have a right to receive supportive measures from IYRS.
4. Supportive measures may vary depending on what IYRS deems to be reasonably available. They include, but are not limited to:
  - o Academic Accommodations
  - o Protective Measures
  - o Financial Aid Assistance
  - o Employee Accommodations

5. IYRS may continue, modify, or terminate supportive measures, as appropriate, at the conclusion of the grievance procedures or at the conclusion of the informal resolution process.
6. Parties may also seek additional modification or termination of Supportive Measures applicable to them if circumstances materially change.
7. Parties have the right to seek a modification or reversal of IYRS's decision to provide, deny, modify, or terminate supportive measures applicable to them and, after making a request for reconsideration to the Title IX Coordinator that does not result in supportive measures being accepted by the Party, will be provided the name of an appropriate and impartial employee ("Reviewing Employee") to contact. The Reviewing Employee will review the supportive measures to determine whether the decision to provide, deny, modify, or terminate supportive measures was consistent with the definition of Supportive Measures set forth above. The Reviewing Employee has the authority to make changes to the Supportive Measures as appropriate and consistent with this section.
8. Additional options and resources may be found in Appendix A.

## **XI. False Allegations and Duty of Honesty.**

IYRS expects community members to act in furtherance of a fair, neutral, and reliable Complaint resolution process. Parties and witnesses who participate in a Complaint resolution process shall be honest in their statements and communications. No one may knowingly and intentionally provide false and misleading information in the context of the Complaint resolution process.

IYRS reserves the right to impose appropriate disciplinary action on Parties, students, and employees who knowingly and intentionally file a False Complaint, or who participate dishonestly or in bad faith in the resolution of a Complaint filed pursuant to the Policy. Disciplinary action pursued against a party for knowingly making false statements or submitting false information in bad faith does not constitute retaliation prohibited under this Policy.

The Title IX Coordinator shall evaluate reports and Complaints of False Allegations and failure to comply with the Duty of Honesty and determine whether such report should be addressed pursuant to this Policy or referred to another office, including Student Conduct.

## **XII. Assessment of Reports and Complaints**

All reports and Complaints of Sex Discrimination will be assessed by the Title IX Coordinator to determine if the allegations implicate the definition of Sex Discrimination and are appropriately within the jurisdiction of IYRS.

The Title IX Coordinator will assess reports and Complaints and make a determination, or request additional information, within three (3) business days of receipt of a report or Complaint.

#### A. Report Assessment

When the allegations have been reported but no Complaint has been filed, the Title IX Coordinator will assess a report to determine if the alleged behavior implicates the definitions of Sex Discrimination and is within the jurisdiction of IYRS. If the Title IX Coordinator determines that the matter may implicate this Policy or further information is required prior to making that determination, the Title IX Coordinator will communicate with the Complainant or other appropriate party, to discuss the report.

In the absence of a Complaint, the Title IX Coordinator may decline to process or respond to a report pursuant to this Policy and is not required to provide notice or an appeal right.

#### B. Complaint Assessment

When a Complaint is filed, the Title IX Coordinator will assess the Complaint to determine if the alleged behavior implicates the definition of Sex Discrimination and is within the jurisdiction of IYRS. If the Title IX Coordinator determines that further information is required prior to making that determination, the Title IX Coordinator will communicate with the alleged victim, or other appropriate party, to discuss the Complaint.

#### C. Complaint Dismissal

If the Title IX Coordinator determines that the Complaint does not implicate the definition of Sex Discrimination or is outside the jurisdiction of IYRS, a notice of dismissal will be sent to the Complainant. The notice will include information on how the Complainant can appeal the dismissal. Dismissal rights are set forth in Section XIV(c) below.

#### D. Other Determinations

The Title IX Coordinator will assess information and determine whether to initiate a Complaint in the following instances:

- In the absence of a Complaint
- In the withdrawal of any or all of the allegations in a Complaint, and
- In the absence or termination of an informal resolution process.

In making these determinations, the Title IX Coordinator will consider several factors, including:

- The Complainant's request not to proceed with the Complaint.
- The Complainant's reasonable safety concerns regarding initiation of the Complaint
- The risk that additional acts of Sex Discrimination would occur if a



Complaint is not initiated

- The severity of the alleged Sex Discrimination, including whether the discrimination, if established, would require the removal of a Respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence
- The age and relationship of the parties, including whether the Respondent is an employee of IYRS
- The scope of the alleged Sex Discrimination, including information suggesting a pattern, ongoing Sex Discrimination, or Sex Discrimination alleged to have impacted multiple individuals
- The availability of evidence to assist a decisionmaker in determining whether Sex Discrimination occurred
- Whether IYRS could end the alleged Sex Discrimination and prevent its recurrence without initiating its grievance procedures.

If, after considering these and other relevant factors, the Title IX Coordinator determines that the alleged conduct presents an imminent and serious threat to the health or safety of the Complainant or another person, or that the alleged conduct prevents IYRS from ensuring equal access on the basis of sex to its education program or activity, the Title IX Coordinator may initiate a Complaint.

Regardless of whether a Complaint is initiated, the Title IX Coordinator may take other appropriate steps, in addition to steps necessary to effectuate the remedies provided to an individual Complainant, if any, to ensure that Sex Discrimination does not continue or recur within IYRS's program or activity.

However, in the absence of a submitted Complaint, the Title IX Coordinator is not required to take steps under this Policy upon being notified of conduct that may constitute Sex Discrimination if the Title IX Coordinator reasonably determines that the conduct as alleged would not constitute Sex Discrimination.

#### E. Complaint Approval and Next Steps

If a Complaint is determined to be appropriate under this Policy, the matter proceeds to the resolution procedures set forth in Section XIII.

#### F. Other Policies

If the alleged behavior does not implicate the definitions of Sex Discrimination, even if proven, or if it falls outside the jurisdiction of IYRS, it will be assessed to determine if it implicates other IYRS policies and the appropriate office will address the matter where applicable.

In some cases, allegations that implicate violations of other policies in addition to this Policy will be addressed through this Policy and included in any informal or formal process, as appropriate. IYRS reserves the right to include and address

such matters as appropriate. For example, in some cases, the alleged violation that does not fall under the Policy will be investigated with Policy violations due to the commonality of evidence but then forwarded to the appropriate office for consideration and completion of the applicable process.

### **XIII. Resolution Procedures**

IYRS has adopted grievance procedures that provide for the prompt and equitable resolution of Complaints made by students, employees, or other individuals who are participating or attempting to participate in its education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX or the Title IX regulations.

The grievance procedures include four different Procedures to address and resolve Complaints:

1. Informal Resolution Procedures
2. Formal Procedure with Investigation with Determination
3. Formal Procedure with Investigation, Hearing, and Determination
4. Dismissal

Formal Procedures and Dismissals have appeal rights.

This is an overview of the resolution procedures. However, the Title IX Coordinator, Investigator, and Decision-Maker(s) may add additional steps in the resolution procedures as a case may require. For example, the Decision-Maker has the discretion to alter the steps in the hearing process as they determine appropriate. Parties will receive timely written notification of any substantial and material changes in the resolution procedures.

#### **A. Informal Resolution Process**

In lieu of resolving a Complaint through IYRS's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process ("IRP"). The IRP differs from the formal process in that it does not involve a full investigation and adjudication. Rather, the IRP uses mediation or other forms of dispute resolution with the goal that the parties will arrive at a mutually agreed-upon outcome.

Informal resolution is a voluntary process that will be used only if all parties agree. No party is required to participate, and the parties may stop the process at any time prior to full execution of the agreement. Furthermore, the IRP may be used any time prior to a determination whether Sex Discrimination occurred, including where the matter is proceeding through the Formal Process. Parties may request an IRP during the Formal Process.

IYRS has the discretion to determine whether it is appropriate to offer an IRP when it receives information about conduct that reasonable may constitute Sex Discrimination under Title IX or when a Complaint is made. The Title IX Coordinator

may decline to offer informal resolution despite one or more of the parties' wishes.

IRP cannot be used for Title IX cases involving allegations that an employee sexually harassed a student, and IYRS will not offer informal resolution to resolve a Complaint when such a process conflicts with Federal, State, or local law.

The IRP consists of the following steps:

### 1. Written Notice to the Parties

If the parties indicate that they are interested in participating in the IRP, Title IX Coordinator will provide written notice to the parties that includes:

- a. The allegations from the Complaint;
- b. The requirements of the IRP including the circumstances under which the parties are precluded from resuming a formal process arising from the same allegations;
- c. Any time prior to full execution of the agreement, any party has the right to withdraw from the IRP and initiate or resume the Formal Process;
- d. The Parties' agreement to a resolution at the conclusion of the IRP preclude the parties from initiating or resuming grievance procedures arising from the same allegations;
- e. The potential terms that may be requested or offered in an informal resolution agreement, including notice that an informal resolution agreement is binding only on the parties;
- f. What information IYRS will maintain and whether and how IYRS could disclose such information for use in grievance procedures if grievance procedures are initiated or resumed;
- g. Any consequences resulting from participating in the IRP, including the records that will be maintained or could be shared.

### 2. Written Agreement to Participate

Prior to initiating the IRP, the parties must provide written acknowledgement and acceptance of the terms and conditions of the IRP.

### 3. Informal Resolution Agreement

To complete the IRP, both parties must voluntarily agree to the outcome with the understanding that the outcome is final and will not be subject to further procedures under this Policy, unless there is material evidence to show that a party engaged in misrepresentation or fraudulent conduct which impacted the resolution.

#### 4. Termination of Informal Resolution Process

As mentioned above, both parties reserve the right to terminate the IRP any time prior to resolution. Such termination must be provided to the Title IX Coordinator in writing. After a withdrawal from the IRP, options to resolve the Complaint include: proceeding with the Formal Process, withdrawing the Complaint, or admitting to the violation, provided such option is approved by the Title IX Coordinator, if appropriate.

#### 5. Potential terms that may be included in an agreement:

a. Restrictions on contact;

b. Educational programming;

c. Restrictions on the Respondent's participation in one or more of IYRS's programs or activities or attendance at specific events, including restrictions IYRS could have imposed as remedies or disciplinary sanctions had IYRS determined at the conclusion of the grievance procedures that Sex Discrimination occurred.

### **B. Formal Resolution Procedures**

#### 1. Two Formal Procedures: Investigation with Determination and Investigation, Hearing, and Determination

Once a Complaint or report is assessed by IYRS and determined to fall under this Policy, the Title IX Coordinator will determine which formal process will apply:

- Formal Procedure: Investigation with Determination, or
- Formal Procedure: Investigation, Hearing, and Determination

As set forth in this section below, the two procedures consist of the same steps except with respect to how a determination is made. Under the Formal Procedure: Investigation with Determination, the Investigator investigates and makes a determination whether the Policy was violated. Under the Formal Procedure: Investigation, Hearing, and Determination, the Investigator investigates but does not make a determination. Instead, the report is forwarded for a live hearing where a Decision-Maker(s) will make a determination. Both processes include a notice of outcome and an appeal right. The Title IX Coordinator has the discretion to determine which procedure will be used.

#### 2. Assignment of Formal Procedure

The Title IX Coordinator will assign a Complaint a formal procedure as follows:

**a. Formal Procedure- Investigation with Determination** will be used in the following instances, as determined by the Title IX Coordinator:

- Complaints of Sex Discrimination

**Except for:**

- Complaints of Sexual Harassment where the alleged conduct implicates Clery Crimes (Sexual Violence, Relationship Violence, or Stalking)

**b. Formal Procedure- Investigation, Hearing, and Determination** will be used in the following instances, as determined by the Title IX Coordinator:

- Complaints of Sexual Harassment where the alleged conduct implicates Clery Crimes (Sexual Violence, Relationship Violence, or Stalking)
- Complaints that the Title IX Coordinator determines necessitate a hearing, which may, but not always, include: cases that involve multiple policies, multiple Complaints, or multiple parties, cases that implicate criminal laws, or matters implicating the health and safety of an individual or the community. Such determinations are made on a case-by-case basis, and the Title IX Coordinator will provide written notice of the reason for their decision.

### 3. Overview of Formal Procedures

IYRS will make all reasonable efforts to provide a prompt, equitable, fair and impartial resolution of student and employee Complaints. IYRS's grievance process treats Complainants and Respondents equitably by providing remedies to a Complainant where a determination of responsibility has been made against the Respondent, and by following its grievance process before imposition of any disciplinary sanctions or other actions that are not supportive measures. Remedies will be designed to restore or preserve equal access to IYRS's education program or activity. Such remedies may include the same individualized services offered as supportive measures; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the Respondent

### 4. Written Notice of Allegations

Upon accepting a Complaint, or after a successful appeal of the dismissal of a Complaint, the Title IX and Anti- Discrimination Coordinator will provide written notice to all known parties that includes:

- a. The applicable University grievance process, including any informal resolution process;
- b. The allegations alleged by the Complainant, including sufficient details

known at the time and with sufficient time to prepare a response before any initial interview. "Sufficient details" include the identities of the parties involved, if known; the conduct allegedly constituting the discrimination or harassment (including Sexual Harassment), if known; and the date and location of the alleged incident(s), if known.

c. A statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process.

d. Information regarding the parties' right to have an advisor of their choice, who may be, but is not required to be an attorney.

e. A statement that the parties may inspect and review evidence as described in the investigation section of this Policy; and

f. A statement that IYRS prohibits knowingly making false statements or knowingly submitting false information in bad faith at any point in the grievance process. Individuals who engage in this misconduct may be subject to disciplinary actions.

g. If in the course of an investigation, IYRS decides to investigate allegations about the Complainant or Respondent that are not included in the written notice of allegations described above, the Title IX Coordinator will provide written notice of the additional allegations to the parties whose identities are known.

## 5. Investigation

a. Once a formal Complaint is filed, the Title IX and Anti-Discrimination Coordinator will appoint an Investigator to conduct a formal investigation into the allegations.

b. Parties whose participation is invited or expected for an investigative interview will be contacted by the Investigator and provided written notice of the date, time, location, participants, and purpose of the meeting. Parties will be given reasonably sufficient time to prepare to participate.

c. All parties have an equal opportunity to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.

d. The Investigator may ask relevant and not otherwise impermissible questions of parties and witnesses, including questions challenging credibility.

e. The Investigator will ask the parties to provide questions they would like asked of the other Party. Parties must provide the Investigator with those questions within three days of the Investigator's request for questions.

f. The Investigator will notify the parties which witnesses the Investigator will attempt to interview and will ask the parties to provide questions they would like asked of the witnesses. Parties must provide the Investigator with those questions within three days of the Investigator's request for questions.

g. The parties will be provided with transcripts of interviews and a reasonable time to propose follow-up questions for those who have been interviewed. Parties must provide the Investigator with those questions within three days of the Investigator's request for questions.

h. The Investigator will make all reasonable efforts to complete the investigative report within 75 business days. This timeline may vary depending on the size of the formal Complaint, the amount of evidence to be considered, the number of persons to be interviewed, the timing of the identification of witnesses, the number of follow up interviews based on questions posed by the parties, and additional factors. When the Title IX Coordinator becomes aware that the Investigative Report is going to take longer than 75 business days to complete, the parties and their advisors will be given notice.

i. The Parties and their Advisors are not authorized to disseminate any portion of the investigative report sent to them through electronic or hardcopy means.

j. Unauthorized video or audio recordings of investigative interviews are not permitted by the Parties or their Advisors.

k. Witnesses and Evidence

i. Parties are expected to submit all evidence and witnesses that relate to the matter prior to their review of the draft report and evidence so that the Investigator can prepare a meaningful draft report that includes all relevant information. Additional information may be submitted after the review of the draft report and evidence, and Parties are not required to participate in the process. However, the Investigator and Decision-maker may consider the timing of participation and submissions of evidence and witnesses in their credibility assessments, and parties may be provided the opportunity to explain the timing of any participation or submission of information.

ii. Both the Complainant and Respondent are expected to provide the names of potential witnesses to the Investigator and an explanation of what relevant information they expect the witness to provide. The Investigator will determine which of those potential witnesses, or other persons, may have relevant information about the alleged conduct; and the Investigator may request statements, either orally or in writing.

iii. Complainants and Respondents are expected to provide other relevant evidence to the Investigator. For instance, evidence may

include any facts or information presented in support of or opposition to an allegation, text messages, email exchanges, timelines, receipts, photographs, etc. The Investigator may also consider additional documents, items, or other relevant information.

iv. Witnesses and evidence not provided prior to the completion of the Final Investigative Report may not be accepted or considered for a determination by the Investigator or at Hearing unless there are extenuating circumstances, such as the witness and evidence were not reasonably known to the Party during the investigation phase. The Title IX Coordinator has the right to determine how to address such untimely submissions in a manner that is fair for all Parties and does not undermine the Policy and a fair and equitable process.

#### I. Draft Report and Evidence Review Period

i. All parties will be given an equal opportunity to inspect and review any evidence obtained as a part of the investigation that is directly related to the allegations raised in the formal Complaint. This includes inculpatory or exculpatory evidence, whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

ii. Prior to the completion of the investigative report, IYRS will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic or hardcopy format and a Draft Report that fairly summarizes the relevant evidence.

iii. Each party will be given 10 days to submit a written response, which the Investigator will consider prior to completion of the investigative report.

#### m. Completion of the Investigative Report

i. Either after the Investigator receives the parties' written responses or after the 10-day time limit has expired, the Investigator will create a final investigative report that fairly summarizes the relevant evidence.

ii. The Investigator will send the final investigative report to the parties for their review and comment and provide them with 10 days to submit final comments to the Final Investigative Report and Evidence.

iii. The parties will receive the Final Investigative Report and Evidence no later than 10 days prior to a hearing, as applicable.

#### n. Assessment After the Investigative Report is Complete

Upon receiving the Final Investigative Report, and the parties' comments thereto, the Title IX and Anti-Discrimination Coordinator will evaluate whether the alleged conduct, if proven, sufficiently implicates the



definition of Sex Discrimination and this Policy. The parties will receive written notice of the decision within 5 business days of the Title IX and Anti- Discrimination Coordinator's receipt of the Final Investigative Report. The time period may be extended due to several factors, including the complexity of the case, the length of the report, and addressing any questions for the Investigator. A determination by the Title IX Coordinator that a matter should proceed does not mean that the Title IX Coordinator is making any findings of fact or determination.

*i. Continuation under this Policy.* If the Title IX Coordinator determines that the conduct alleged in the investigative report, if proven, sufficiently implicates the definition of Sex Discrimination and this Policy, then the Complaint will either be 1) referred to the Investigator to make determinations or 2) adjudicated in accordance with any and all specific procedures outlined in the Title IX Live Hearing Procedures section below.

*ii. Dismissal.* If the Title IX and Anti- Discrimination Coordinator determines that the conduct alleged in the investigative report, if proven, does not sufficiently implicate the definition of Sex Discrimination and this Policy, then the Complaint will be dismissed by written notice to the parties. The matter and the investigative report will be forwarded to the appropriate office, if any, for resolution. This dismissal is subject to an appeal right, set forth in Section # below.

#### 6. Determination by Investigator

If the matter is continued for the determination stage, the Investigator will review the Investigative Report and Evidence, including the parties' responses, make findings of fact, and make a determination whether the Respondent violated the Policy.

The Investigator will prepare a written determination of responsibility detailing the Investigator's findings and determinations consistent with Section XIV(b)(viii) below. Parties will be sent the written determination of responsibility within 14 business days after the Investigator was notified by the Title IX Coordinator to make findings.

#### 7. Determination by Live Hearing Procedures

##### a. Hearing Decision-Maker(s)

Within 3 business days of approving the Final Investigative Report for continuation under this process, the Title IX Coordinator will appoint a Decision-Maker(s). The Decision-Maker(s) will be assigned to preside over the live hearing. The parties will be provided with the name of the Decision-Maker(s) in writing and provided with three days to inform the Title IX Coordinator in writing of any conflicts with the Decision-Maker.

#### b. Live Hearing Schedule

Within 3 business days of appointing the Decision-Maker, IYRS will work with the parties to identify a mutually agreeable date and time for the hearing. IYRS will work to accommodate the parties and advisors but will not allow schedule requests that unreasonably delay the process.

Within 3 business days of identifying a date for the Hearing, IYRS will provide the parties, their advisors, and witnesses with written notice of the live hearing date, time, and location. The parties must inform the Decision-Maker(s) right away if there is a scheduling conflict that would make it impossible for them to attend the live hearing.

#### c. Impact Statements

The parties may submit impact statements to be read by the Decision-Maker(s). The statements must be submitted to the Title IX Coordinator no later than the commencement of the Hearing. Any impact statements will be read after the conclusion of the hearing if a finding of responsibility is made. The Decision-Maker(s) will consider the impact statements in the context of determining sanctions and remedies, as appropriate.

#### d. Pre-Hearing Conference

Parties and their advisors will be offered the opportunity to participate in a pre-hearing conference where the Hearing process and expectations will be explained and questions about the process will be addressed.

#### e. Submission of Questions- Requirement

Parties' advisors must submit an initial list of questions they would like to ask at the Hearing. They should submit the list of questions prior to the pre-hearing conference for review and determination of relevance at the pre-hearing conference. If a party does not participate in a pre-hearing conference, questions should be submitted to the Title IX Coordinator no later than three business days before the Hearing.

While it is expected that questions will be submitted in advance, advisors may ask additional questions at the Hearing by submitting the questions to the Decision-Maker. The Decision-Maker has the discretion to determine if questions should be submitted in writing or orally at the Hearing.

#### f. Overview of the Live Hearing Process

- i. At the request of either party, IYRS will provide for the live hearing to occur with the parties located in separate rooms. Live hearings may be conducted with all parties physically present in the same geographic location or, at the Title IX Coordinator's discretion, any or all parties, witnesses, and other participants may appear at the live

hearing virtually. In either of the aforementioned situations, IYRS will provide technology that enables the participants to simultaneously see and hear each other.

ii. At the live hearing, the Decision-Maker(s) will permit questions by the parties' advisors, as described in the Questioning sections of this policy below.

iii. IYRS will create an audio or audiovisual recording, or transcript of any live hearing. The choice of whether it is an audio or audiovisual recording, or transcript is made in the sole discretion of IYRS. The audio or audiovisual recording, or transcript will be made available to both parties for inspection and review. In compliance with disability laws, IYRS will ensure that all parties are properly accommodated with respect to use of technology and reliance on visual, audio, or written communication.

iv. The only persons permitted to attend the live hearing are the parties, their advisors, the witnesses, and designated University personnel. The witnesses are only to be in attendance at the live hearing during the time in which they are offering information or answering questions. Otherwise, the witnesses are to be waiting in a designated room (or virtual room) until called upon.

v. The sequence of the Hearing is as follows:

- Opening statements (no longer than 10 minutes). Opening statements are not impact statements but are the opportunity to tell the Decision-Maker(s) the party's position and make their case. Impact statements are submitted and considered as set forth above.
- Questioning of Complainant by the Decision-Maker(s)
- Questioning of Complainant by Respondent's Advisor.
- Questioning of Respondent by the Decision-Maker(s)
- Questioning of Respondent by Complainant's Advisor
- Questioning of witness by the Decision-Maker(s)
- Questioning of witness by the Advisors
- Closing Statements (no longer than 10 minutes). Closing statements are not impact statements but the opportunity to reaffirm the party's position, make their case, and address testimony from the Hearing. Impact statements are submitted and considered as set forth above.

vi. Questioning During Live Hearings

A. At the Title IX live hearing, the Decision-Maker(s) will permit each party's advisor to ask the other party and any witnesses all relevant

questions and follow-up questions, including those challenging credibility. The Decision-Maker has the discretion to require the Advisors to present the Decision-Maker with the questions in writing for the Decision-Maker to ask, subject to a relevancy determination set forth below.

B. Before a party or witness answers a question, the Decision-Maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. The Decision-Maker(s) has complete discretion to make relevancy determinations.

C. The parties and their Advisors are required to engage with parties, witnesses, and the Decision-Maker(s) in a respectful and non-aggressive manner. The Decision-Maker has the right to remove any party or advisor who fails to comply with this requirement.

D. Questions will be asked directly, orally, and in real-time from the advisors of the parties, not from the parties themselves. Advisors are permitted to ask the other party and witnesses relevant questions and follow-up questions, including questions which challenge credibility.

E. The Advisor may only ask relevant, non-duplicative questions to each party and witness. Repetitive, badgering, not relevant, and unclear questions may be deemed harassing and intimidating, and an Advisor may be removed for engaging in this type of questioning.

#### F. Refusal to Respond to Questions

An Investigator or Decisionmaker may choose to place less or no weight upon statements by a party or witness who refuses to respond to questions deemed relevant and not impermissible. No inference will be drawn about whether Sex Discrimination occurred solely based on a party or witness' refusal to respond to such questions.

### viii. Notice of Outcome Written Determination of Responsibility

#### A. Standard of Evidence

Preponderance of the evidence is the standard of evidence to be used to determine whether a Respondent is responsible for the prohibited conduct alleged in the formal Complaint. This is the standard of evidence that will be applied to all formal Complaints of prohibited conduct described in this Policy, regardless of whether the Respondent is a student or employee of the institution.

B. The Investigator and Decision-Maker(s) will undertake an

objective evaluation of all relevant evidence (including both inculpatory and exculpatory evidence). In addition, the Investigator and Decision-Maker(s) will not make any credibility determinations based on a person's status as a Complainant, Respondent, or witness. Upon a determination of responsibility using the preponderance of the evidence standard described herein, the Investigator and Decision-Maker(s) will make their best effort to simultaneously issue a written determination regarding responsibility to both parties.

C. The written determination regarding responsibility will be provided within 14 business days of the investigator being directed to do so (in the case of an investigator determination) or the hearing (in the case of a decision-maker determination after a Hearing), and will include:

- A description of the alleged Sex-Based Harassment
- Information about the policies and procedures that IYRS used to evaluate the allegations;
- The Investigator or Decision-Maker(s) evaluation of the relevant and not otherwise impermissible evidence and determination whether Sex-Based Harassment occurred;
- When the Investigator or Decision-Maker(s) finds that Sex-Based Harassment occurred, any disciplinary sanctions IYRS will impose on the Respondent, whether remedies other than the imposition of disciplinary sanctions will be provided by IYRS to the Complainant, and, to the extent appropriate, other students identified by IYRS to be experiencing the effects of the Sex-Based Harassment; and
- IYRS's procedures and permissible bases for the Complainant and Respondent to appeal.

D. The determination of responsibility will be deemed final on either of the following dates:

- If an appeal is filed, the date that the Appeal Officer provides the parties with the written determination of the result of the appeal; or
- If an appeal is not filed, the date on which an appeal would no longer be considered timely.

E. IYRS will not impose discipline on a Respondent for Sex Discrimination prohibited by this Policy unless there is a determination at the conclusion of the Title IX grievance procedures that the Respondent engaged in prohibited Sex

Discrimination.

F. If there is a determination that Sex Discrimination occurred, as appropriate, the Title IX Coordinator will:

- Coordinate the provision and implementation of remedies to a Complainant and other people IYRS as having had equal access to IYRS's education program or activity limited or denied by Sex Discrimination;
- Coordinate the imposition of any disciplinary sanctions on a Respondent, including notification to the Complainant of any such disciplinary sanctions; and
- Take other appropriate prompt and effective steps to ensure that Sex Discrimination does not continue or recur within IYRS's education program or activity.

G. IYRS will not discipline a party, witness, or others participating in the resolution procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination whether Sex Discrimination occurred. However, false statements and dishonesty are prohibited as set forth in Section XII.

#### ix. Remedies and/or Disciplinary Sanctions

Remedies will be designed to restore or preserve the Complainant's equal access to the University's education program or activity. Disciplinary actions may range from warnings to University dismissal or termination, depending on the magnitude and specifics of the violation. The types of prohibited conduct described in this Policy are all serious offenses, and such violations are subject to any combination of conduct remedies or sanctions. The range of possible disciplinary sanctions and remedies that IYRS may implement following any determination of responsibility are listed in Appendix B.

In the event of a determination of responsibility by the Investigator, the Investigator will make recommendations for sanctions and submit them to the Title IX Coordinator for review, consideration, and approval prior to finalizing the Written Determination of Responsibility. Sanctions will not be imposed until the completion of any appeal period and process.

#### C. Dismissals and Taking Responsibility

##### 1. Dismissals

IYRS may dismiss a Complaint of Sex Discrimination if:

- IYRS is unable to identify the Respondent after taking reasonable steps to do so;

- The Respondent is not participating in IYRS's education program or activity and is not employed by IYRS;
- The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the Title IX Coordinator declines to initiate a Complaint, and IYRS determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute Sex Discrimination even if proven; or
- IYRS determines the conduct alleged in the Complaint, even if proven, would not constitute Sex Discrimination. Before dismissing the Complaint for this reason, IYRS will make reasonable efforts to clarify the allegations with the Complainant.

Upon dismissal, IYRS will promptly notify the Complainant of the basis for the dismissal. If the dismissal occurs after the Respondent has been notified of the allegations, then IYRS will also notify the Respondent of the dismissal and the basis for the dismissal promptly following notification to the Complainant, or simultaneously if notification is in writing.

When a Complaint is dismissed, IYRS will, at a minimum:

- Offer supportive measures to the Complainant as appropriate;
- If the Respondent has been notified of the allegations, offer supportive measures to the Respondent as appropriate; and
- Take other prompt and effective steps, as appropriate, through the Title IX Coordinator to ensure that Sex Discrimination does not continue or recur within IYRS's education program or activity.

## 2. Appeal of Dismissals

In the notice of dismissal, the University will notify the Complainant that the dismissal may be appealed pursuant to Section XIV(c) below and will provide the Complainant with an opportunity to appeal the dismissal of a Complaint. If the dismissal occurs after the Respondent has been notified of the allegations, then the University will also notify the Respondent that the dismissal may be appealed.

If the dismissal is appealed, the University will:

- Notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;
- Implement appeal procedures equally for the parties;
- Provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- Notify the parties of the result of the appeal and the rationale for the result.

The decisionmaker for the appeal will not have participated in the investigation of the allegations or dismissal of the Complaint.

A Dismissal of a Complaint will be final upon the expiration of the Appeal time period or upon written notice that the decisionmaker for the appeal determined that the Dismissal was consistent with this Policy. A Dismissal means that the Complaint cannot be brought again.

### 3. Choice to Admit Responsibility

At any point during the grievance process, a Respondent may choose to voluntarily admit responsibility for the alleged violation(s) and execute a written waiver, at which point the Respondent will be assigned a sanction(s) and the grievance process will be terminated.

## D. Appeals

1. All Parties have the option to appeal a dismissal of a Complaint and/or the determination regarding responsibility and sanction on the following bases:

- a. A procedural irregularity that would change the outcome of the matter;
- b. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that would change the outcome of the matter; and
- c. The Title IX and Anti-Discrimination Coordinator, Investigator(s), or Decision-Maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome of the matter. If it is found that a party was aware of a potential bias or conflict of interest prior to the determination regarding responsibility and the party knowingly withheld that information from the University, the party will not be permitted to raise that allegation of bias or conflict of interest on appeal.
- d. The imposed sanction(s) is disproportionate to the violation(s) for which the Respondent was found responsible.

2. All appeals must be submitted in writing to the Appeal Officer (Vice President for Student Affairs or designee) within 10 days from the date the written determination of responsibility was sent to the parties.

3. Appeals must contain the following information:

- a. Identification of which one or more of the four bases the appellant is appealing. Parties may appeal on more than one basis.
- b. Specific reasons and information supporting the basis for the appeal.

4. Within 3 business days of receiving the written appeal, the Appeal Officer



will review the appeal to determine whether it falls within the bases for appeal as described above. If it does, the University will promptly notify the other party when a valid appeal is filed and will implement appeal procedures equally for both parties. If it does not, the appealing party will be notified in writing.

5. The other party will be given 5 days from the date of notification of the appeal to submit a written response to the appeal to the Appeal Officer.

6. Either after receiving the other party's written response to the appeal, or after the 5-day time limit has expired, the Appeal Officer will make a determination regarding the outcome of the appeal within 14 business days.

7. Upon a determination of the outcome of the appeal, the Appeal Officer will provide written notice of the decision to both parties and will make all reasonable efforts to simultaneously notify said parties. This written notice will describe the rationale for the result of the appeal.

8. The University will ensure that the Appeal Officer is not the Investigator, Title IX and Anti-Discrimination Coordinator, or the Decision-Maker(s).

#### E. Additional Information Related to the Processes

##### 1. Potential Delays in the Informal or Formal Resolution Processes

IYRS will make all reasonable efforts to abide by the timelines described throughout this Policy.

IYRS has established the following process that allows for the reasonable extension of timeframes on a case-by-case basis for good cause: when the Title IX Coordinator determines that the timeline for any stage of the Informal Resolution Process or the Formal Process must be changed for good cause or due to unexpected barriers to meeting the timeline, the Complainant and Respondent will receive written notice of the temporary delay or limited extension of timeframes and the reasons for the change. Possible reasons for temporary delays or extensions of timeframes include, but are not limited to, the size of the formal Complaint, the impact of vacations and holidays, challenges in scheduling, difficulty accessing information or reaching a Party or witness, the amount of evidence to be considered, the number of persons to be interviewed, the timing of witness or evidence identification, and additional factors including the absence of a party or a party's advisor, concurrent law enforcement activity, the need for language assistance or accommodation of disabilities, etc. The Title IX Coordinator will provide such notice when the Title IX Coordinator has sufficient information to determine that the timeframe cannot be met.

## 2. Request for Extensions of Timelines from the Parties

If a party has good cause and needs an extension during the formal Complaint grievance process, they can contact the Title IX Coordinator to request such extension. Parties should make a request as timely as possible and in good faith. It is within the Title IX and Anti- Discrimination Coordinator's discretion to grant such a request. In the case that an extension is granted, the same extension will be given to the other party.

The Title IX Coordinator has the discretion to deny an extension that unreasonably delays the process. While Parties have the right to an advisor and IYRS will seek to reasonably accommodate schedules, the process will not be unreasonably delayed by the Advisor's schedule and IYRS will proceed with the process accordingly.

## 3. Advisors

The Complainant and the Respondent are entitled to the same opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney; and IYRS may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding, notwithstanding, the advisor must comply with the restrictions established by IYRS regarding the extent to which the advisor may participate in the proceedings. The restrictions are set forth below:

*a. Meetings and Investigation Interviews:* Advisors may not speak for or on behalf of any Complainant or Respondent during any meetings and/or investigation interviews. While an advisor cannot speak for or on behalf of the Complainant or Respondent during any meetings and/or investigation interviews, time will be granted for the advisor and the party to confer, if deemed appropriate, by the Investigator or University personnel facilitating any meeting. The Investigator and University personnel reserve the right to exclude an advisor from any meeting or investigation interview for failure to abide by these restrictions.

*b. Title IX Live Hearings:* Each party must have an advisor present at the Title IX live hearing. If a Complainant or Respondent does not have an advisor present at the Title IX live hearing, IYRS will provide one. IYRS reserves sole discretion to select the advisor provided. The advisor selected will be provided without cost to the Complainant or Respondent. The role of the advisor during the Title IX live hearing is solely to conduct questioning on the Complainant's or Respondent's behalf. At the Title IX live hearing, the Decision-Maker(s) will permit each party's advisor to ask the other party and any witnesses relevant questions and follow-up questions, including those challenging credibility. It is the expectation of IYRS that the advisor will at all times act in a respectful and

non-aggressive manner. The Decision- Maker(s) reserves the right to exclude an advisor from the Title IX live hearing for failure to abide by these restrictions. Should an advisor be excluded from the Title IX live hearing, the party will be able to choose a new advisor, or one will be provided by IYRS

#### 4. Consolidation of Complaints

a. IYRS may consolidate Complaints under this Policy when allegations arise out of the same facts or circumstances. In addition, a Complaint of Retaliation may be consolidated with a Complaint of Sex Discrimination. Where the formal resolution process involves more than one Complainant or more than one Respondent, references made to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

b. Alleged violations of other University policies, which are related to the formal Complaint, may be adjudicated and resolved under this Policy.

#### 5. Privileged Information

a. IYRS will not require, allow, rely upon, or otherwise permit questions or use of evidence that constitutes, or seeks disclosure of, information protected under a legally recognized privilege. Notwithstanding the foregoing, if a person holding such a privilege has waived the privilege, then the information may be used during an investigation or live hearing.

b. In gathering evidence, IYRS will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless IYRS obtains that party's voluntary, written consent to do so.

#### 6. Evidence Pertaining to Sexual History

Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged Sex-Based Harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged Sex-Based Harassment or preclude determination that Sex-Based Harassment occurred.

## 7. Time Limits

There is no time limit on reporting violations of this Policy, although the College's ability to respond fully may be limited with the passage of time.

### **XIV. Withdrawal/Permanent Separation with Charges Pending**

A. If a Student Respondent withdraws from the University after the University has given notice to the Respondent but prior to a finding or final resolution, an entry will be made on their academic transcript maintained by the Office of the Registrar that indicates the student has withdrawn with a disciplinary investigation and/or charges pending.

B. If an Employee Respondent separates or is terminated from University after the University has given notice to the Respondent but prior to disciplinary a finding or final resolution, an entry will be made in their personnel file that indicates that the employee separated with disciplinary investigation and/or charges pending, or employment terminated with a disciplinary investigation and/or charges pending.

C. If a Student Respondent graduates from the University after the University has given notice to the Respondent but prior to a finding or final resolution, an entry will be made on their academic transcript maintained by the Office of the Registrar indicating a disciplinary investigation and finding or resolution pending.

D. If the University dismisses the matter, there will be no entry in the academic transcript or personnel file once the matter is dismissed.

### **XV. Students and Employees with Disabilities**

Students and Employees requiring accommodations should contact the appropriate office (Students- Office of Disability Services or Employees- Human Resources) as soon as possible to arrange accommodations as appropriate. If a Complainant or Respondent is a student with a disability, the Title IX Coordinator may consult, as appropriate, with the Office of Disability Services to determine how to comply with Section 504 of the Rehabilitation Act of 1973.

### **XVI. Additional Information**

#### **A. Conflicts of Interest, Bias, and Impartiality**

The Title IX Coordinator(s), Investigator(s), Decision-Maker(s), and Facilitator(s) of Informal Resolution Processes will make all reasonable efforts to ensure that the formal complaint grievance process is facilitated in an impartial manner.

The Title IX Coordinator(s), Investigator(s), Decision-Maker(s), and Facilitator(s) of Informal Resolution Processes may not have a conflict of interest for or against Complainants or Respondents generally or an individual Complainant or Respondent.

The parties are expected to promptly report concern(s) regarding conflict of interest or bias regarding the above listed personnel to the Title IX Coordinator as soon as reasonably possible once they become aware of the conflict of interest or bias. Upon receiving a report of conflict of interest or bias, the School will evaluate the report, and if it is determined that a conflict of interest or bias exists, the School will appoint another individual to serve in the role.

## **B. Programs**

**1. Bystander Intervention** refers to safe and positive options that may be carried out by an individual(s) to prevent harm or intervene when there is a risk of discrimination or sexual harassment, including sexual assault, dating and domestic violence, or stalking, against a person(s) other than the individual. Safe and positive options for bystander intervention include: recognizing prohibited conduct and situations of potential harm; understanding institutional structures and cultural conditions that facilitate violence; overcoming barriers to intervening; and identifying effective ways to intervene and take action, provided that the intervention or action can be undertaken in a way that ensures the safety of the bystander. A description of the School's educational and primary prevention and awareness programs, including bystander intervention, can be found in the School's most recent Annual Security Report.

**2. Prevention and Awareness Programs:** IYRS conducts ongoing educational and primary prevention and awareness programs for all faculty, staff and employees (including incoming students and new employees) to: promote awareness; prevent sexual misconduct and relationship violence; and to remind the entire IYRS Community of its prohibition against sexual misconduct and relationship violence, including the crimes of dating violence, domestic violence, sexual assault, and stalking.

**3. Risk Reduction** is defined as options designed to decrease perpetration and bystander inaction, increase empowerment in order to promote safety, and help individuals and communities address conditions that facilitate violence. A description of the School's educational and primary prevention and awareness programs, including risk reductions, can be found in the School's most recent Annual Security Report.

**C. Preserving Evidence:** In cases of sexual violence, including sexual assault, dating and domestic violence, and stalking, as defined herein, it is critical that the Complainant preserve evidence because doing so may assist in proving

that the alleged behavior occurred and/or may be helpful in obtaining a protective order.

**D. Resources:** The School will provide written notification about existing resources and services that may be available at the School and in the community. The written information may include options for, available assistance in, and how to request changes to academic and working situations; or protective measures. The School will make requested accommodations and protective measures if they are reasonably available, regardless of whether a report is made to local law enforcement.

**D. Violations of Rhode Island State Law:**

Individuals may also wish to pursue criminal charges through local law enforcement. Below are relevant violations under Rhode Island General Law:

- **First Degree Sexual Assault** (RIGL § 11-37-2): A person is guilty of first degree sexual assault if he or she engages in sexual penetration with another person, and if any of the following circumstances exist: (1) The accused, not being the spouse, knows or has reason to know that the victim is mentally incapacitated, mentally disabled, or physically helpless. (2) The accused uses force or coercion. (3) The accused, through concealment or by the element of surprise, is able to overcome the victim. (4) The accused engages in the medical treatment or examination of the victim for the purpose of sexual arousal, gratification, or stimulation.
- **Second Degree Sexual Assault** (RIGL § 11-37-4): A person is guilty of second degree sexual assault if he or she engages in sexual contact with another person and if any of the following circumstances exist: (1) The accused knows or has reason to know that the victim is mentally incapacitated, mentally disabled, or physically helpless. (2) The accused uses force, element of surprise, or coercion. (3) The accused engages in the medical treatment or examination of the victim for the purpose of sexual arousal, gratification, or stimulation.
- **Third Degree Sexual Assault** (RIGL § 11-37-6): A person is guilty of third degree sexual assault if he or she is over the age of eighteen (18) years and engaged in sexual penetration with another person over the age of fourteen (14) years and under the age of consent, sixteen (16) years of age.
- **Stalking** (RIGL § 11-59-2): Any person who: (1) harasses another person; or (2) willfully, maliciously, and repeatedly follows another person with the intent to place that person in reasonable fear of bodily injury, is guilty of the crime of stalking. "Harasses" means a knowing and willful course of conduct directed at a specific person with the intent to seriously alarm, annoy, or bother the person, and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer

substantial emotional distress, or be in fear of bodily injury. "Course of conduct" means a pattern of conduct composed of a series of acts over a period of time, evidencing a continuity of purpose. Constitutionally protected activity is not included within the meaning of "course of conduct."

- o **Cyberstalking and Cyberharassment** (RIGL § 11-52-4.2): Whoever transmits any communication by computer or other electronic device to any person or causes any person to be contacted for the sole purpose of harassing that person or their family is guilty of a misdemeanor.

- o **Dating Violence** (R.I.G.L. §16-22-24) "Dating violence" means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control their dating partner. "Dating partner" means any person involved in an intimate association with another primarily characterized by the expectation of affectionate involvement, whether casual, serious, or long-term.

- o **Domestic Violence** (RIGL § 12-29-2): (a) "Domestic violence" includes, but is not limited to, any of the following crimes when committed by one family or household member against another: (1) Simple assault (§ 11-5-3); (2) Felony assaults (chapter 5 of title 11); (3) Vandalism (§ 11-44-1); (4) Disorderly conduct (§ 11-45-1); (5) Trespass (§ 11-44-26); (6) Kidnapping (§ 11-26-1); (7) Child-snatching (§ 11-26-1.1); (8) Sexual assault (§§ 11-37-2, 11-37-4); (9) Homicide (§§ 11-23-1 and 11-23-3); (10) Violation of the provisions of a protective order entered pursuant to § 15-5-19, chapter 15 of title 15, or chapter 8.1 of title 8 where the accused has knowledge of the order and the penalty for its violation, or a violation of a no-contact order issued pursuant to § 12-29-4; (11) Stalking (chapter 59 of title 11); (12) Refusal to relinquish or to damage or to obstruct a telephone (§ 11-35-14); (13) Burglary and Unlawful Entry (chapter 8 of title 11); (14) Arson (chapter 4 of title 11); (15) Cyberstalking and cyberharassment (§ 11-52-4.2); (16) Domestic assault by strangulation § 11-5-2.3; (b) "Family or household member" means spouses, former spouses, adult persons related by blood or marriage, adult persons who are presently residing together or who have resided together in the past three (3) years, and persons who have a child in common regardless of whether they have been married or have lived together, or persons who are, or have been, in a substantive dating or engagement relationship within the past one year which shall be determined by the court's consideration of the following factors: (1) The length of time of the relationship; (2) The type of the relationship; (3) The frequency of the interaction between the parties. (c) "Protective order" means an order issued pursuant to § 15-5-19, chapter 15 of title 15, or chapter 8.1 of title 8. (d) "Victim" means a family or household member who has been subjected to domestic violence.

E. Complaints and inquiries regarding the application or enforcement of this policy.

Complaints should be made to the School's Title IX Coordinator. Inquiries regarding the application of Title IX and its implementing regulations may be referred to the Title IX Coordinator, or to the United States Department of Education, Office for Civil Rights, at OCR@ed.gov or (800) 421-3481. This policy is in compliance with applicable legal requirements, including Title IX of the Education Amendments of 1972, relevant provisions of the Violence Against Women Reauthorization Act of 2013, the Clery Act, and other applicable federal and Rhode Island state laws.

## **XVII. Policy Revision**

IYRS reserves the right to revise this policy at any time in its sole discretion. Revised policies will be posted on the School's website.



## APPENDIX A: REPORTING CONTACT INFORMATION AND RESOURCES

### Title IX Coordinator

- Name:** Lisa Esposito, Dean of Education;
- Address:** 449 Thames Street, Newport, RI 02840
- Phone Number:** (401) 848-5777 x226
- Email Address:** lesposito@iysr.edu.

### OFF-CAMPUS RESOURCES:

- Women & Infants Hospital  
101 Dudley Street Providence, RI  
(401) 274-1100
- Newport Hospital  
11 Friendship Street Newport, RI  
(401) 846-6400
- Rhode Island Hospital  
593 Eddy Street Providence, RI  
(401) 444-5411
- Newport Police  
120 Broadway Newport, RI 02840  
(401) 847-1306
- RI State Police  
(401) 444-1000
- Day One (Sexual Assault and Trauma Center)  
(401) 421-4100
- Rhode Island Coalition Against Domestic Violence  
(401)-467-9940
- The Sojourner House  
(401) 861-6191
- RI Crisis Assistance Center  
(401) 714-2388
- Coastline EAP (Counseling and Referral Services)  
(800) 445-1195

## ***IYRS Alcohol and Drugs Policy***

IYRS complies with all federal and state regulations pertaining to the abuse of alcohol and drugs, including the Drug-Free Schools and Communities Act Amendments of 1989. Accordingly, IYRS requires all employees, and all students (regardless of the length of the student's program of study), to be aware of and comply with the following:

### **I. Standards of Conduct:**

IYRS prohibits the unlawful possession, use, or distribution of drugs and alcohol by students and employees on IYRS's property or as part of IYRS's programs and activities. IYRS also prohibits any individual from being under the influence of any alcohol or drugs (regardless of whether the use is lawful) while in the shop or while operating any IYRS machinery or equipment.

### **II. Sanctions:**

IYRS will impose sanctions on students and employees who violate the Standards of Conduct set forth in this Policy. Students and employees who are found responsible for violating the Standards of Conduct will be subject to sanctions up to and including dismissal from enrollment at IYRS, termination of employment, and/or referral for prosecution. Sanctions may also include the completion of an appropriate rehabilitation program. For more information regarding state criminal prosecution for alcohol and drug offenses and the criminal penalties related thereto, please see the Rhode Island General Laws, which can be found at: <http://webserver.rilin.state.ri.us/Statutes/>

### **III. Prevention and Resources:**

For information regarding alcohol and drug abuse prevention and other resources please visit:

- Prevention: <https://www.samhsa.gov/about-us/strategic-initiatives>
- Resources: [http://www.bhddh.ri.gov/sections/link\\_and\\_resource.php](http://www.bhddh.ri.gov/sections/link_and_resource.php)

### **V. Health Risks:**

The abuse of alcohol and drugs can cause physical and mental injury, and some injury may be severe enough to cause death. The abuse of alcohol and drugs can also negatively impact the body in many ways, including, but not limited to, creating an increased risk of cancer, cardiovascular disease, liver and kidney failure, hypertension, depression, immune and reproductive functions, and many other health problems.

- For more information please visit: <https://addiction.surgeongeneral.gov/>

## **IYRS Weapons on Campus Policy**

Weapons are prohibited on campus. Weapons include, but are not limited to: firearms, BB guns, air guns, airsoft guns, crossbows, brass knuckles, fireworks, incendiary devices, explosives, knives with a blade of 3 inches or longer, brass

knuckles, swords and items that resemble a firearm or weapon. Additionally, students, faculty and/or staff who violate any laws or ordinances prohibiting the manufacture, sale, purchase, transportation, possession, concealment, or use of firearms, cutting instruments, explosives, incendiary devices or other deadly weapons may be subject to disciplinary action, up to and including expulsion or termination from IYRS.

### ***IYRS Smoking Policy***

Smoking is not permitted on the IYRS campus or within 50 feet of campus building entrances (this includes the use of e-cigarettes, vaporizers, etc.). There is a designated smoking area located on the north side of Restoration Hall with cigarette receptacles for your convenience.

### ***Termination from an IYRS Program***

A student may be terminated from the school for the following reasons: failure to comply with the rules, policies and procedures of the school; unacceptable conduct and behavior; deliberate violation of safety procedures or repeated negligence in the use and care of school property; violation of the drug and alcohol policy; failure to comply with the attendance policy; consistently poor performance; nonpayment of tuition. The school reserves the right at any time to take whatever action it deems appropriate with regard to dismissal. Students who believe that they have been terminated from the program unfairly may apply to the President in writing for an appeal. Appeals will be heard by the Academic Programs Committee of the Board of IYRS. The student will be notified in writing of their actions.

### ***Student Services and General Information (#27)***

IYRS offers a variety of services, programs and resources to support students in their educational goals and career development -- from the time they first inquire about programs at IYRS through their time at the school and after they graduate. Students should feel free to contact the following staff members about our services.

**Student Services** can assist you with financial aid, scholarships, housing and local services. 401-848-5777; [StudentServices@iyr.edu](mailto:StudentServices@iyr.edu)

**Career Development (#26)** offers a variety of career services including workshops focused on professional communication, resume writing, and job interviewing. Individual career counseling and resume critique as well as an industry externship course and annual career fair are also offered. These services can assist students in building skills to obtain employment and independently manage their careers. 401-848-5777 x209; [jjacovelli@iyr.edu](mailto:jjacovelli@iyr.edu).

## **Alumni Services**

IYRS Alumni are able to access a number of the same services offered through Career Development. The IYRS Alumni Association is an extension of the school's resources and career development. The primary function of the association is to support career training, career networking opportunities, and promote communication across the group and in the industry. All graduates from IYRS full-time programs are members of the IYRS Alumni Association.

## **Housing**

IYRS does not have campus housing but we assist prospective students in locating housing. We have an extensive number of contacts with realtors and landlords in the Newport area for students seeking housing. For assistance, please contact Student Services.

## **Student Records and Confidentiality**

Student records are maintained by Student Services. Student transcripts are maintained permanently. Other records such as admissions documents and basic student data are maintained for at least five years (unless a review indicates that materials should be retained for a longer period) before destroyed. Financial Aid files are closed when students withdraw or graduate, or all loans are repaid. Students may request to see their records (requests must be in writing). Parents' financial statements are kept confidential unless they indicate in writing a willingness to share information with their child.

Under the Family Educational Rights and Privacy Act of 1974, educational records belonging to students 18 years old or older may not be released without the student's written consent, except to the following parties or under the following circumstances:

- School officials with legitimate educational interest;
- Other schools to which the student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, directory information (e.g., name, address, phone number, date and place of birth, honors and awards, and dates of attendance), unless a student requests in writing that it be withheld.

## **Shop Safety**

The school environment, like any woodworking or mechanical shop, contains certain hazards, including: power tools, equipment, metal or wood-shavings, sawdust and fumes from paints, varnishes and solvents. This environment is unsafe only if those working within it fail to comply with approved operating procedures. All students at IYRS begin their studies by completing the Shop Safety course. A formal safety policy and manual will be issued to each student, and safe operating procedures are strictly adhered to. Students are expected to conform to the IYRS safety policy at all times. Students who have passed the Safety Test may use shop machines during non-school hours provided a qualified individual is in the building. Students must be aware of and in agreement with proper use of the machines.

A qualified individual is defined as either employed by IYRS as an instructor, or is a Shop Assistant, having taken the full Safety Course and passed the Safety Test and background check.

## **Parking**

Students are welcome to park in the IYRS lots, but vehicles must display a parking sticker, which is available from Student Services. All cars in the lot must be available to be moved at any time. No student is guaranteed a parking place. Parking is first come, first served.

## **Cleanup**

Daily cleanup of the shop space is essential to maintain a safe and efficient working environment. At the end of each class day there will be a thorough clean up of the projects, boats, machinery and workbenches. The floors will be swept and all tools put in their proper place. On a weekly basis, there will be a more thorough clean up including sorting out scrap materials, cleaning machinery and the tool room.

## **Cell Phones**

Cell phones should only be used during scheduled breaks and for emergency use. Students may receive emergency messages through the main office at 401-848-5777. If the call is an emergency the student will be notified immediately, otherwise messages will be delivered during breaks. IYRS recognizes the need to stay in touch and be available during school hours. Please be considerate.

## **Library**

The main library is located on the fourth floor of the Mill building on the Newport campus. Books and school materials such as drafting equipment may not be

removed from school property. Students are expected to handle library materials in a safe and appropriate manner. Hours for the library will be posted.

### **Inclement Weather Policy**

The intent of this policy is to ensure the safety of IYRS School of Technology & Trades' ("IYRS") students and ensure efficient operation of IYRS during severe/hazardous weather. In no cases should students travel to campus if the local weather conditions are unsafe. Given the distances and local weather conditions, IYRS will accept personal judgment concerning the safety of travel. In the event of inclement weather, IYRS will post the cancellation or delay of classes through the RI Broadcasters Association. Tune in to your local morning news or [www.RIBroadcasters.com](http://www.RIBroadcasters.com) and listen for announcements for IYRS. **All missed hours and/or content will be rescheduled.**

### **General Student Complaint/Grievance Procedure**

All staff members at IYRS are available to discuss problems and complaints. An appropriate first point of contact to voice a complaint is normally the Instructor or the Student Services Director, who will, if necessary, arrange a meeting of the appropriate staff and complainant to discuss and attempt to resolve the problem. If the student feels that this course of action is unsatisfactory, a formal complaint should be addressed in writing to the President. **For complaints involving the conduct of fellow students, please see the Student Conduct Process section of this catalog.**

### **ACCSC Student Complaint/Grievance Procedure<sup>(#30)</sup>**

Schools accredited by the Accrediting Commissions of Career Schools (ACCSC) must have a published procedure for handling student complaints. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints reviewed by the Commission must be in written form and should grant permission for the Commission to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission. Please direct all inquiries to:

*Accrediting Commission of Career Schools and Colleges  
2101 Wilson Blvd., Suite 302  
Arlington, VA 22201  
(703) 247-4212  
[www.accsc.org](http://www.accsc.org)*

A copy of the Commission Complaint form is also available at the school and may be obtained by contacting the Student Services Manager or online at [www.accsc.org](http://www.accsc.org).

## **RI Council on Postsecondary Education Student Complaint/Grievance Procedure**

Written complaints and supporting documentation should be filed with the Commissioner of Postsecondary Education at the

Commissioner of Postsecondary Education  
RI Office of the Postsecondary Commissioner  
560 Jefferson Blvd.  
Warwick, Rhode Island 02886-1304  
(401)-736-1100  
[www.riopc.edu](http://www.riopc.edu)

### ***IYRS Location***

449 Thames Street, Newport, RI 02840; Phone: 401-848-5777; fax 401-842-0669

### ***IYRS Faculty and Administrative Staff***

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\*Please note that the superscript numbers found throughout this document correspond to items on the Accrediting Commission of Career Schools and Colleges (ACCSC)'s Catalog Checklist.