



## Study Abroad Program - Code of Conduct and Guidelines

While enrolled in a JCC Study Abroad Program, you are an ambassador for the US and JCC at all times. You agree to abide by the Code of Conduct. You understand and agree that engaging in conduct that violates this code shall be subject to disciplinary actions. You acknowledge and accept JCC has the authority at all times to establish rules of conduct necessary for the operation of the program, which includes your free time. You assure JCC that you shall comply with any rules of conduct by JCC or the Host Institution and act in an appropriate manner at all times. You understand that continued eligibility for participation in the program is contingent upon attendance of such orientation sessions as may be required by JCC, attendance of classes and all scheduled activities, as well as maintenance of an adequate standard of academic work in the Program.

### PROGRAM DATES

Any deviation from the JCC program dates, without advance permission from JCC, is not permissible.

### ON-SITE ORIENTATION MEETINGS

Any orientation meetings on-site are mandatory. Any absence from the on-site orientation meeting, without advance permission from JCC, may result in disciplinary action, up to and including discharge from the study abroad program.

### EXCURSIONS AND CULTURAL ACTIVITIES

You understand that it is considered a violation of JCC policy to invite any non-JCC participant to your arranged housing while on a Study Abroad Program. Participants of the opposite sex are not permitted to stay the night in a JCC participant's room.

### EMOTIONAL AND PHYSICAL STRESS

I realize that living and studying in a foreign environment may create unexpected physical and emotional stress, which may exacerbate otherwise mild disorders. It is important that all participants be able to adjust to potentially dramatic changes in climate, diet, living conditions and studying conditions that may be seriously disruptive to accustomed patterns of behavior. One should never assume that going abroad to study would provide an antidote to health problems experienced at home. I understand that if I fail to inform JCC about medication or medical treatment that I have received/am receiving and there are related problems during the program, it may result in me being dismissed from the program.

### ALCOHOL AND DRUG POLICY

Any use or possession of non-prescription drugs or alcohol is a violation of the student code of conduct. Alcohol found in JCC sponsored lodging will be the responsibility of all parties present, regardless of actual consumption. Any infraction or violation of this policy is considered serious and may at JCC's discretion result in your dismissal from the program. You are not allowed to buy, sell, use or possess illegal drugs. "Illegal" means drugs that are prohibited by law in *either* the U.S. or the program's host country. Any infraction or violation of this policy is considered serious and will result in your immediate dismissal from the program. You agree not to abuse or misuse, any drug for which you may have a prescription.

While abroad, you as a U.S. citizen are subject to that country's laws and regulations, which may differ significantly from those of the United States and may not afford the protections available to you under U.S. laws. If you are convicted of violating alcohol or drug laws while abroad you can expect a lengthy jail sentence and significant fines. In addition to the criminal penalties you may face, the purchase or sell of illegal drugs greatly increases your risk of personal harm. JCC may refer you to legal counsel and may provide temporary translation services, each at your expense. JCC assumes no responsibility to assist you in legal matters under any circumstances.

### **SEXUAL HARASSMENT**

Program participants who become aware of sexual harassment or who believe they have been subjected to such treatment should report such actions to the on-site Faculty Liaison.

### **CRIME VICTIM ASSISTANCE**

If you are a victim of any crime while on the program, you should immediately contact the JCC Faculty Liaison. The Faculty Liaison will: Accompany you to the hospital, if necessary, upon being notified of the incident. Help you file a police report with the local authorities. Refer you to counseling services, if needed and available in the city.

### **TRAVEL RESTRICTIONS**

In order to maintain the highest level of safety possible on all programs, JCC restricts travel to some areas of the country/countries that are beyond the ability of JCC staff to reasonably assure participant well-being. The purpose of limiting travel to these areas is to protect the participants of the program. While participating in a JCC program, you agree to abide by all travel restrictions established by JCC. Violation of any JCC travel restriction is cause for dismissal from the JCC program, and participants may be required to return to the U.S. immediately. Participants are also required to inform JCC and obtain permission, anytime they plan leave their host country or area.

### **COMPLIANCE WITH THE LAW OUTSIDE THE UNITED STATES**

JCC **strongly discourages** you from operating vehicles while participating in the program. Traffic congestion and different laws and regulations, civil and criminal, can make driving motor vehicles in foreign countries extremely hazardous. Insurance requirements, or other financial responsibility laws, vary from country to country. If, however, you are determined to operate a motor vehicle while abroad, you recognize that JCC assumes no responsibility for your decision, and shall not be liable for insurance, legal aid, or assistance in connection with any issues arising out of your operation of motor vehicle.

You are aware that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. In particular, political activities or use of illegal drugs may subject you to significant civil or criminal penalties. You agree to become informed of and will abide by all such laws and standards for each country to or through which you may travel during the program. You understand that JCC is not advising you on any legal matters whatsoever. If you violate the law or standards of acceptable conduct and are arrested, you understand JCC cannot obtain your release from jail. You acknowledge and understand that should you have or develop legal problems with foreign nationals or foreign governments, you have the sole responsibility to attend to the matter at your expense and with your own personal funds. JCC may refer you to legal counsel and may provide temporary translation services, each at your expense. JCC assumes no responsibility to assist you in legal matters under any circumstances.

### **PROHIBITED BEHAVIOR**

Violation of the alcohol and drug policy; Criminal behavior or violation of local laws; Violation of residential guidelines and/or rules; Excessive absences; Behavior that is detrimental to your health,

welfare or safety of others; Self-endangerment, including involvement in activities or behavior that could result in personal harm, including, but not limited to frequenting dangerous places, association with criminals, repeated intoxication, etc...; Abusive language towards JCC staff, host university faculty, host family, housing staff or participants; Sexual harassment or misconduct; Disorderly, indecent or obscene conduct, gestures or actions; Violent behavior against others; Theft or vandalism; Participation in strikes, demonstrations or other political gatherings; Property damage to any of the following: JCC facilities, the host university, the housing, or hotels; Unauthorized use of or entry to any JCC or host university facilities or equipment; Unauthorized access to, viewing, copying or distribution of JCC records; Use of JCC equipment for any illegal purpose; Forgery or alteration of legal, government, or JCC-issued documents with the intent or purpose to defraud; Plagiarism, cheating, use of unauthorized materials or engaging in accessing or distributing confidential academic materials; Dishonesty; Falsification of personal records, including, but not limited to any alteration of transcripts or grade reports, participant medical or other records, the application for admission, financial aid documents, or other official documents required for participation in the JCC program; Conduct unbecoming a JCC participant including but not limited to violation of any JCC policies. Failure to notify JCC of any disciplinary or criminal matters, pending or otherwise, will result in immediate dismissal from the JCC program.

### **FINANCIAL RESPONSIBILITY**

I agree to be personally responsible for all financial obligations associated with the program in which I am enrolled. I understand that if I have not paid in full, by the program deadline or by the other date agreed upon in writing with JCC, the balance due is subject to a 1.5% monthly surcharge until paid in full. If I receive Financial Aid, I agree to a 1.5% monthly surcharge on any balance due and not paid in full within 10 days after I receive my Financial Aid disbursement. I understand the monthly surcharge is distinct from any late fee that JCC may assess for any balance not paid by the deadline. Participants are responsible for payment to JCC or its agents (i.e. hotels, transportation vehicles, cell phone partners, etc.) for any and all damage caused by them or charges incurred by them while on the program.

### **PROCEDURES IN THE EVENT OF A VIOLATION OF THE PARTICIPANT CODE OF CONDUCT AND/OR OTHER JCC POLICIES**

In the event of a violation of the Code of Conduct or any other JCC policies, there will be an investigation of the circumstances and the participant(s) involved shall provide information to facilitate the investigation. The procedures are:

### **INCIDENT REPORT**

Program participants will be notified verbally by a JCC staff member of any alleged violation(s) of this Code brought against them. An incident report will be completed by the JCC Faculty Liaison (s), the program participant(s), and any other involved parties. Participants will provide pertinent information, including any written statements from witnesses, regarding the incident. In the event that an incident report is not completed, the Code of Conduct remains in effect and is not modified in any way. The incident report will include the participant's statement in response to the charged violation(s). Upon completion, the incident report will be sent to the JCC administrative designee and will be added to the participant(s) file.

### **ADMINISTRATIVE REVIEW PROCESS**

The Faculty Liaison and JCC's administrative designee, based on the available information, will make a decision regarding the consequences for violation of the Code of Conduct, if any. Disciplinary action to be taken will be determined during this process. Program participants will be notified in writing, as soon as practical, of JCC's decision. Any disciplinary actions for violation of this Code are effective once the participant has been notified of the disciplinary action either verbally or in writing. In the case of serious

misconduct or for the sake of health and/or safety the JCC Faculty Liaison (s) has the sole discretion and authority to immediately dismiss any participant from their residence and/or the program.

### **DISCIPLINARY ACTIONS**

Disciplinary actions can take a variety of forms, and can be issued in combination, depending on the violation in question. JCC, at its sole discretion, will determine what action, if any, to take for violation of the Code of Conduct. You will not receive a refund or credit for missed activities or events as a result of any disciplinary actions. Such actions include but are not limited to the following:

- **Restitution**: Payment of the cost to repair or replace any damage of personal property because of damage or theft.
- **Loss of Privileges**: Your privileges to use facilities or to participate in activities or events may be restricted for a designated period of time or completely withdrawn.
- **Disciplinary Probation**: You will be provided written notification of the terms and condition of the probationary restrictions imposed for violating the Code of Conduct. Failure to comply with such restrictions or further violations during the remainder of your JCC program will result in your immediate dismissal from the program.
- **Dismissal**: Permanent removal from the JCC program.

### **DISMISSAL POLICY**

The Faculty Liaison will warn participants who are abusing the rules and are in danger of disciplinary actions (notice may be provided verbally and the Liaison shall maintain written records of any such conversations); however, when the offense is serious enough to warrant dismissal, no warning shall be necessary. The Faculty Liaison may place a program participant on probation for up to one week while JCC makes its final decision. During this probationary period, you may be prohibited from participating in all JCC group activities. Dismissal from your JCC program shall not diminish or otherwise affect your obligation to make any and all payments to JCC. A program participant who is removed from the JCC program will receive a Dismissal Notification Form. As long as the form is signed by the participant he/she may appeal the decision within 48 hours. A program participant who is removed from the JCC program will receive no grades for course work in progress. In addition, the dismissed participant will not be entitled to a refund or credit for any fees paid, may be required to reimburse JCC for all financial aid received, and is responsible for all non-recoverable costs incurred by the host university or JCC, as well as personal financial obligations, including but not limited to utility bills and housing costs. A dismissed participant's registration at JCC may be barred until all such financial obligations have been met. JCC may, at its discretion, take further disciplinary actions, including but not limited to suspension or dismissal from the study abroad program. If the offense is of a sufficiently egregious nature the matter shall be referred to the Dean of Students for consideration of other disciplinary action., against a participant. If you are dismissed from the JCC program, you are responsible for changing your flight or purchasing a one-way ticket home on the next available flight and all associated ground transportation costs.

### **ASSUMPTION OF THE RISK, RELEASE AND INDEMNIFICATION**

The Participant and Undersigned (if participant is not at least 18 years old) understand that there are certain dangers, hazards, and risks involved in international travel and in the activities included in the Program, that could include serious or even mortal injuries and property damage. With knowledge of these dangers, hazards, and risks of such activities, and in consideration of being permitted to participate in the Program and all associated activities, including but not limited to, those described above, Participant, the Undersigned, on behalf of Participant, Participant's family, spouse, estate, heirs, executor, administrator and personal representative(s), agree to assume all the risks and responsibilities arising out of Participant's participation in the Program, the transportation to and from the Foreign Country, and in any independent research or activities undertaken as an adjunct thereto.

Participant and the Undersigned release and hold harmless JCC, its governing board, officers, employees, agents, and interns ("Releasees"), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature whatsoever which Participant may have or which may hereafter accrue to the Participant or Undersigned, that may be sustained by Participant, the Undersigned or by any property belonging to Participant, even if caused by any negligence or carelessness of the Releasees (a) while Participant is in, or in transit to or from the Foreign Country where the Program or any adjunct to the Program occurs or is being conducted; (b) during any independent travel or activities undertaken by the Participant; and (c) arising out of or relating to Participant's participation in the Program. It is the Undersigned's express intent that this release and hold harmless agreement shall bind the members of the Undersigned's family and spouse, if

Participant is alive, and Participant's family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased, and shall be deemed as a "Release," Waiver, Discharge, and Covenant not to sue the above-named "Releasees." Participant and the Undersigned (if different) agree to indemnify, defend and hold harmless Releasees from all liabilities, damages, losses, expenses and attorneys fees arising out of any claim, cause of action or demand made by any person or legal entity arising out of Participant's travel to and from the Foreign Country, participation in the Academic Program and independent travel, even if such claims, causes of action and demand are based in whole or in part on any negligence of the Releasees. In signing this Release, the Undersigned acknowledge and represent that they have become fully informed of the content of this assumption of risks and hold harmless agreement by reading it before signing it, that they have been afforded ample time within which to consult with an advisor of their choice, and, by signing this document as the Undersigned's own free act and deed, confirm that no oral representations, statements, or inducements, apart from the foregoing written statement, have been made. The Undersigned execute this release for full, adequate, and complete consideration fully intending to be bound by the same.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent/Guardian Signature (If Participant Is Under 18)

**RIGHTS AND PRIVACY ACT**

The Family Education Rights and Privacy Act of 1974, as amended, (the Act) prohibits releasing participant data to anyone without express written permission from the participant. If a situation occurs where JCC deems the participant's well-being is at risk, I authorize JCC to contact my parent/ guardian. By initialing this section, I give JCC express permission to disclose information about me to my parent/guardian as JCC determines to be necessary to protect my well-being and waive all rights under the Act for such disclosure.

**THIS IS A RELEASE OF LEGAL RIGHTS. READ AND UNDERSTAND BEFORE SIGNING.**

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Parent/Guardian Signature (If Participant Is Under 18)