

Dear Students.

As part of the COVID-19 Reopening Plan introduced in the Fall, Utica College has taken many steps to keep our campus community safe. The Student Pledge, Code of Conduct and Pandemic Protocol Information have been updated accordingly.

Student Pledge. We are asking students to be mindful that you are part of a larger community of scholars. It will take your direct participation in and observance of the requirements below to help the College ensure a safe semester during this pandemic.

### **PLEDGE**

As a Utica College student, I understand that the College has adopted the following requirements to promote the collective well-being of our community. I further understand that my ability to enter, take classes and remain on the Utica College campus is dependent on my adherence to these policies. I pledge to follow these policies not just for my own health, but also to protect and safeguard the health of those in the UC community around me, including fellow students, faculty and staff. I acknowledge and agree that these rules and guidelines may change as public health guidance across the country evolve and as new testing and tracing methods emerge. I agree to abide by any new rules and guidelines that are issued.

### **Required Testing, Education, and Contact Tracing Self-isolation, Quarantine, and Preventative Health**

- I will complete the required online COVID-19 education module prior to arriving on campus.
- I will participate in frequent routine COVID-19 testing as directed by the College and will complete a daily health screening concluding taking my temperature.
- If I test positive for COVID-19, I will share truthful information with the contact tracers about others who may be at risk.
- If I test positive for COVID-19, I will comply with the College's and the State/County public health and self-isolation guidelines.
- Promptly upon discovering any symptoms of COVID-19, I will immediately contact College Health Center (315-792-3094) and seek guidance, and comply with the medical instructions I am given.
- If I am found to have been in contact with someone who has tested positive, I will comply with all testing and self-quarantine protocols.
- Unless it's for health or other identified reasons, when a COVID vaccine becomes available, I will receive it.

### **Physical distancing, face coverings, and behavioral requirements**

- I will wear a face mask or facial covering (fully covering my mouth and nose) in the presence of others, and in settings where other social distancing measures are difficult to maintain (e.g. common work spaces, meeting rooms, lounges, and classrooms), in any areas outside of my residence hall room and any public areas including, but not limited to, classrooms, hallways, laundry rooms, open field areas and dining halls.

- I will follow Utica College's directives for physical distancing in residential spaces and other campus buildings and areas.
- I will keep my contact information updated and current. The Office of the Registrar should be notified of any changes at 315-792-3195.
- If any in-person gatherings are allowed at a future time, I will follow all current, posted guidelines at Utica College, in indoor or outdoor settings, and I will neither host nor attend any gathering that violates these requirements on or off campus. You should know that fines in the City of Utica and surrounding municipalities as well as the County of Oneida • When accessing dining services, I follow all COVID-19 guidelines.

### **Hygiene & Sanitation**

- I will practice good hygiene, including thorough and frequent hand washing and the use of hand sanitizer, especially when returning from outside, after using a restroom, and before meals.
  - I will regularly wash any reusable cloth mask per guidelines
  - I will sanitize any public space that I use prior to and at the completion of use

### **Travel**

- I will remain in the immediate area for the fall semester. If I must travel during the fall semester, I will notify the Director of Emergency Management and comply with any return policies or directives, which may include testing and quarantine.

### **Guests, Security, and Access**

- I will not have guests in my residence hall. I understand that "guest" herein means anyone not assigned to my residence hall. This includes Utica College students living in other residences on campus, students living off campus, or external guests, such as siblings/family or friends. • I will only access my own residence hall and will not access other residence halls. • I will not provide access to Utica College buildings to anyone.

### **I acknowledge that these rules and guidelines may change as life on campus and public health guidance across the country evolve and as new testing and tracing methods emerge.**

- I agree to abide by any and all new rules and guidelines that are issued by the College • I will respect the wishes of others who request space/social distancing and who remind me to wear my mask if I forget to do so or follow the other expectations found within this pledge.  
Student Code of Conduct.

The student code of conduct has been updated to reflect the requirements noted above.

### **Addition to the Student Code Of Conduct:**

**Infectious Disease** (eg. COVID-19), violating College requirements or public health orders in place to reduce the risk of spreading infectious disease. a. Failing to follow any

and all applicable College, federal, state, and/or local public health orders. b. Failing to follow College policies, procedures, and any other requirements in place to help reduce the risk of contracting or spreading infectious diseases. c. Failing to comply with any additional or more specific actions to limit the spread of infectious disease, while participating in a program or activity, utilizing a service or benefit, or using College facilities. d. Failing to abide by face covering requirements. If College policy, procedures, or other requirements and/or public health orders require wearing face coverings, students are required to wear face coverings that cover the nose and mouth whenever indoors on campus and whenever outdoors on campus when physical distancing of six feet or more is not possible. This does not apply to: (1) offices when used only by one student with a closed door; (2) private living spaces such as the interior of an apartment or residence hall room and bathroom, but not including communal living spaces that are accessible to all students in a building such as shared kitchens, lounges, or bathrooms; or (3) when a specific activity the student is participating in cannot be reasonably done while wearing a face covering with this exception applying only as long as the duration of the activity, including but not limited to while brushing one's teeth in a communal bathroom, while eating in a College dining hall or center, or while exercising in the College recreation center or other College recreation facility. e. Failing to abide by gathering requirements. All on campus gatherings, public or private, must comply with applicable College policy, procedure, or other requirements and the most restrictive public health order in place.

All off campus gatherings (parties, get-togethers, group meetings, events, etc.) public or private, **must** comply with the most restrictive public health order in place. For example, if specific capacity or density limitations or guidelines are in place, students must abide by those parameters. Failure to comply with these requirements, or the directive from a college official, will result in a violation of the Student Code of Conduct with the appropriate charges in the point system as noted, resulting in interim suspension or expulsion from the College.

## Pandemic Information

The COVID-19/ SARS-CoV-2 coronavirus pandemic continues to create risks and uncertainties associated with, among other things, living and/or studying in an on-campus environment. As of the date of this Agreement, the potential continuing impacts of the pandemic are not foreseeable, and the pandemic may impact the feasibility and conditions of on-campus study and residence during some or all of the 2020-2021 academic year. Accordingly, the undersigned student acknowledges and agrees as follows:

(a) Utica College may establish conditions, policies, rules and regulations for students' presence on campus and/or occupancy of its residential facilities to account for actual or potential impacts

of the COVID-19/SARS-CoV-2 pandemic, including but not limited to requirements for social distancing, the wearing of face coverings, sanitation, and/or health screenings as a condition for initial or continued presence on campus and/or occupancy of residential facilities. The student agrees to comply with, and acknowledges that his/her/their presence on campus and occupancy of College residential facilities are contingent upon fulfillment of, any and all such lawful conditions, policies, rules and regulations.

(b) If the student resides in an on campus residential facility, Utica College reserves the right to require the student to temporarily relocate to other housing facilities in the event that Utica College determines such action to be necessary or advisable in the event of a positive COVID-19 test or suspected SARS-CoV-2 exposure of the student or any other person, or otherwise in connection with the COVID-19/SARS-CoV-2 pandemic. These facilities may be located on campus or at an offsite location of Utica College's choosing. Such relocation shall not entitle the student to a refund or result in an abatement of housing charges.

(c) Except as provided in the preceding paragraph, if Utica College is required to close and/or if students are required to vacate campus and/or the College's residential facilities by federal, state or local governmental authorities or applicable law, or if Utica College determines such action to be warranted, in light of continuing or potential impacts of the COVID-19/SARS-CoV-2 pandemic, Utica College will refund to the student a pro rata portion of the housing and meal plan charges attributable to the period during which such action becomes necessary. The amount of any such refund will be based upon the portion of such period during which the student was no longer permitted to occupy his/her/their assigned housing unit or use his/her/their meal plan (or, in the case of declining balance meal plans, shall be the remaining unused balance as of such date). Utica College's calculation of the amount of a refund pursuant to this paragraph shall be binding absent manifest error. If the student elects to cease in-person attendance or vacate his/her/their assigned housing unit based on concerns related to COVID-19/SARS-CoV-2 in the absence of such a mandated departure, no refunds will be provided.

(d) The tuition rates charged by Utica College are not dependent on the format of the educational programs for which they are payable. Accordingly, if the College is required to alter the structure of its on-campus educational programs or transition students to remote learning models (in whole or in part) due to restrictions imposed by federal, state or local governmental authorities or applicable law, or if the College determines such action to be warranted in light of continuing or potential impacts of the COVID-19/SARS-CoV-2 pandemic, no reduction or refund of tuition will be made based on the resulting changes to the programs in which the student is enrolled.

(e) The parties acknowledge that notwithstanding precautions undertaken by Utica College, presence on campus and/or occupancy of on-campus residential facilities carries inherently

elevated risks of contracting communicable diseases such as COVID-19, that some of these risks may not presently be known, and that the risks may be even higher for certain populations. The student represents, warrants and agrees that he/she/they have reviewed any and all guidance published by Utica College and/or applicable public health authorities with respect to the impacts of COVID-19/SARS-CoV-2, will continue to review any such guidance as it is issued, and has evaluated (and will evaluate) this information with the benefit of such medical advice as the student has deemed (or will deem) necessary. In the event that the student elects to enroll in person and/or occupy Utica College residential and/or other facilities or premises during some or all of the 2020-21 academic year, the student represents and agrees that this action is a result of the student's voluntary decision, based on evaluation of the circumstances and with knowledge of the attendant risks and consideration of the possibility of unknown risks, that the benefits of doing so outweigh the risks of doing so, and that the student is therefore willing to assume such risks (both known and unknown). Accordingly, the student releases Utica College and its trustees, officers, employees, agents, contractors and representatives from any and all claims he/she/they may have in the future, waives all such claims, and agrees not to sue Utica College or its trustees, officers, employees, agents, contractors and/or representatives for any such claims, arising out of personal or bodily injury (including death) caused directly or indirectly by the known or suspected presence of SARS-CoV-2 in or about the premises of Utica College, or any infection or illness associated therewith or resulting therefrom, including but not limited to claims arising out of the negligent acts or omissions of any or all of the foregoing persons/entities or others.

(f) This Agreement constitutes the entire agreement with respect to its subject matter and supersedes and merges all other statements, understandings, representations and agreements, oral or written, relating to such subject matter. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of New York State, without regard to principles of conflicts of law. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then that provision shall be severed from this Agreement without affecting any other provision, the balance of which shall remain in full force and effect; provided, however, that if the invalid provision may be modified or reformed so as to be valid as a matter of law, then the provision shall be deemed to be modified or reformed to be enforceable to the maximum extent permitted by law. This Agreement shall be binding upon the undersigned student, as well as student's successors, executors, personal representatives, heirs and assigns.

Before you can proceed to your account, you must acknowledge that you have received and read this important information as we begin the semester. As I stated in an earlier communication to you, without question, this new version of campus life will feel different as we navigate new routines, habits, and behaviors. But despite the challenges, we must pull together as a community. We must be safe. We must be smart. We must be patient. We must be considerate. All of us at UC cannot wait to welcome you back to campus!

Sincerely,

Dr. Jeffery T. Gates

Senior Vice President for Student Life and Enrollment Management