



Manhattan Institute Student Manual

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Academic Progress Policy.....	2
Student Rights and Responsibilities.....	6
Student Loan.....	8
Refund Policy.....	10
Privacy Policies.....	14
Student Advisory on Copyright Infringement.....	18
Campus Security Policy and Annual Report.....	19
Drug and Alcohol Policy.....	27



Academic Progress Policy

Every student should strive for satisfactory academic progress as a point of personal pride, as a concern for future employment, and as a qualification for most forms of student financial assistance. Federal regulation mandates that a recipient of Federal Title IV aid make satisfactory progress toward the completion of a diploma to maintain eligibility for that funding. Progress will be reviewed at the end of each component (including components for which the student did not receive financial aid), to determine the student's eligibility to continue enrollment at the Manhattan Institute. In measuring SAP, the Manhattan Institute will consider both a student's grades (qualitative progress) and rate of progression through his or her program (quantitative progress).

Component Definition

Each program of more than 300 clock hours is divided into components (classes) for each academic topic. Components are generally either 30 or 60 clock hours in length. The externship (300 clock hours) is considered one component.

Grading Policy

Grades will be issued for each component according to the following scale:

A = 100 % - 90% (4.0)

B = 89%- 80% (3.0)

C = 79%-70% (2.0)

D = 69% -60% (1.0)

P = Pass

F = 59%-0% (0.0)

I = incomplete

W = Withdrawn

T = Transfer credit accepted

Grades of A, B, C and D are considered attempted and earned, and are used in calculation of the GPA.

Grades of F are considered attempted and not earned, and are included in the GPA calculation as a zero.

Grades of I and W are considered attempted but not earned, and have no effect on the GPA.



Grades of P and T are considered attempted and earned, but are not included in the GPA calculation.

Graduation Requirements

In order for graduation to be conferred, a student must earn a passing grade in every course in the program, and have a final cumulative Grade Point Average (GPA) of at least 2.0 (C average / 70%).

Pass/Fail Component

The clinical component is graded in a pass/fail format.

Grades when a Student Discontinues

Permanent grades of W (withdrawn) shall be assigned to students who formally withdraw during a class component. Permanent grades of F (failed) shall be assigned to students who have been terminated under the attendance policy, as appropriate (see Attendance Policy and Withdrawal Policy).

Temporary "Incomplete" Grades

Students who were granted a leave of absence, have insufficient attendance at the end of a component, or who demonstrate documented extenuating circumstances may, at the discretion of the school, be temporarily assigned a grade of I (incomplete) and be granted the opportunity to make-up the missing work. Students in this circumstance must make formal arrangements with the instructor and the School Director, who will provide the student a remediation plan to make-up the course material. The remediation plan will include a deadline for completion, which in no circumstance will be more than two weeks after the last day of the component. Failure to complete the remediation plan within the prescribed timeframe will result in the issuance of an "F" (failing) grade.

Repeating a Class

Students must successfully complete (pass) all courses in the academic program before being allowed to begin the clinical work. A student who has received any F, W, or I grades must make up the coursework in a subsequent offering. There is no fee for repeating a class. The repeated grade replaces the original grade on the academic record and in the GPA calculation.

No student may attempt a class more than twice. Failure of a class (or withdrawal) on a second attempt will result in Academic Dismissal from the Manhattan Institute.

Qualitative Measure



Students are required to maintain a cumulative “C” average (2.0 GPA) throughout their studies. Cumulative GPA is measured at the end of each component.

Quantitative Measure

Students are required to successfully complete each attempted component to maintain satisfactory progress. Failure to complete the most recent component will result in the student’s placement on Academic Warning status (see below). The cumulative failure to complete any three components will result in Suspension for Failure to Maintain Academic Progress (see below).

Maximum Timeframe Measure

Students must complete their program within one and one-half times the maximum program length as measured in clock hours. Once a student reaches a point where it will be mathematically impossible to complete his/her program within 150% of the clock hours necessary for program completion, he/she will not be allowed to start a subsequent component. Accepted transfer credits and previous Manhattan Institute credits (for students who have re-entered after an absence, withdrawal, or period of non-enrollment) are included in attempted hours for purposes of this calculation. Students requesting re-admission will be evaluated to determine the potential for program completion within this timeframe, and re-admission will be denied if such completion is mathematically impossible.

Academic Warning

Academic Progress is reviewed at the end of each component. Students who fall below the required academic standards will be placed on Academic Warning Status for a period of one academic component (until the student has earned a passing grade in subsequent component). Additionally, students who re-enroll after an absence (other than an approved Leave of Absence) will be placed on Academic Warning Status for the component in which they return. A student in Academic Warning Status remains eligible for financial aid.

A student who has maintained proper attendance throughout the Academic Warning component, has satisfactorily completed the coursework within the Academic Warning component, and has a cumulative GPA at the end of the component of no less than 2.0 (C average), will return to good standing at the start of the subsequent component.

Suspension for Failure to Maintain Academic Progress

Students who fail to achieve satisfactory progress at the end of any Academic Warning component will be suspended for failure to maintain academic progress for a period of at least 180 days (six months).



Appeals Policy

Students who have been suspended for failure to maintain academic progress and have mitigating circumstances (such as personal illness or injury, or the death of an immediate family member), or believe the school has incorrectly evaluated satisfactory academic progress, may submit a written letter of appeal to the School Director. Dismissal or denial of re-admission based on maximum time frame may not be appealed. The School Director will review all appeals and issue a final decision within five (5) business days. If an appeal is granted, the student will be allowed one additional Academic Warning component. If the student fails to achieve the necessary progress at the end of this additional Academic Warning component, he/she will be subject to Academic Dismissal with no further possibility of appeal.

Re-entry After Suspension for Failure to Maintain Academic Progress

Students who have been suspended for failure to maintain academic progress may be considered for re-entry into the Manhattan Institute after an absence of no less than six months (180 calendar days). Students requesting such re-entry must submit a letter to the School Director detailing the reasons for the prior failure and listing the actions the student has taken/will take to ensure future academic success. The re-entry must be approved by the School Director, with appropriate notation placed in the student's academic file.

Students who are granted re-entry in this circumstance will be subject to any changes in policy, program requirements, and tuition/fees that are in effect at the time of re-entry, and are placed on Probationary Status for one component. Students on Probationary Status are not eligible for federal student aid for that component, and aid will not be applied retroactively to that component upon successful completion.

Further, students who are granted re-entry in this circumstance are required to achieve a passing grade (A, B, C, or D) in every course attempted from that point forward. Receiving any failing, incomplete, or withdrawn (F, I, or W) grade in any course will result in immediate Academic Dismissal from the Manhattan Institute.

Academic Dismissal

Academic Dismissal is a permanent removal from the Manhattan Institute based upon repeated failure to achieve academic success. Students who have been Academically Dismissed may not apply for re-admission to the Manhattan Institute in any academic program for a period of five years.



Student Rights and Responsibilities

Students Have the Right to Obtain From the School:

- the names of its accrediting or licensing organizations;
- information about the school's programs; its instructional, laboratory and other physical facilities and its faculty;
- the cost of attending;
- the school's policy and the Financial Aid Office's policy on refunds to students who withdraw or are dropped;
- the types of financial assistance available, including information on all federal, state, local, private and institutional financial aid programs;
- the procedures and deadlines for submitting applications for each available financial aid program;
- the criteria used to select financial aid recipients;



- process used to determine student financial need. This process includes how costs for tuition and fees, room and board, travel, books and supplies and personal and miscellaneous expenses are considered in the cost of education. It also includes how resources (such as parental contribution, other financial aid, assets, etc.) are considered in calculating student need;
- amount of student financial need, as determined by the institution, that has been met;
- the type and amount of assistance in a student financial aid package and an explanation of each award;
- the portion of the financial aid award that consists of loans that must be repaid, and what portion is grant aid that does not need to be repaid;
- interest rate on any loan, the total amount for repayment, the length of time for repayment, the date to start repayment and cancellation or deferment provisions that apply;
- how to obtain a reconsideration of an aid package, if they believe that a mistake has been made or if enrollment status or the student's financial circumstances have changed;
- the policy/process used by the School to determine whether students are making satisfactory academic progress and what happens if students are not;
- any special facilities and services available to persons with disabilities.

Student Responsibilities

It is the Responsibility of Students to:

- review and consider all information about the school's program before enrolling;
- pay special attention to the Free Application for Federal Student Aid (FAFSA), complete it accurately and submit it on time at the correct website. Errors can delay or prevent students from receiving aid;
- meet all deadlines for applying or reapplying for aid;
- provide any and all additional documentation, verification, corrections and/or new information requested by the Financial Aid Office, including tax returns and other personal and financial documents;
- read, understand and keep copies of all forms which they are asked to sign;
- comply with the provisions of any promissory note and all other agreements that they must sign;
- promptly notify the school of any change in name, address or attendance status (half time, three-quarter time or full time);
- understand the College's Satisfactory Academic Progress Policy;
- understand the College's refund policy and the Financial Aid Office's Return to Title IV Refund policy;
- attend and participate in an "Entrance Interview" before borrowing federal student loans; and



- attend and participate in an "Exit Interview" prior to graduation or upon withdrawal from the school, if you have borrowed federal loans.
- honor all copyrights and refrain from unauthorized duplication of copyrighted material.

Student Loan



The Manhattan Institute maintains the highest standards of administrative and academic integrity, and our employees conduct themselves in an ethical and professional manner in their interactions with students and families. The Manhattan Institute has set forth this policy to codify and clarify our corporate ethics standard with regard to education loan providers (lenders, servicers, and or guarantors).

Code of Conduct Policy

“Preferred” lender lists and endorsements of lenders. The Manhattan Institute does not create, maintain, or distribute any listing of “preferred” or “recommended” education loan providers, nor will Manhattan Institute staff endorse any particular third-party private education loan provider or distribute promotional materials on behalf thereof.

Federal Loans Primary to All Others: Financial Aid Office staff will always discuss and recommend federal student and parent loan options as primary to any private education loan or other education loan options (when the student is eligible for federal student loans).

Promotion of Education Loans: The Manhattan Institute does not engage in a “revenue sharing” arrangement with any private education loan provider, nor enter into any arrangement designed to promote the products, services, and/or public image of such entities.

Non-Discrimination in Loan Certification: The Financial Aid Office will certify any private education loan upon request for any eligible student through any private education loan provider. Financial Aid staff will neither favor nor discriminate against any particular provider in giving counsel to student and parent borrowers. However, nothing in this policy shall be construed to prevent Financial Aid Office personnel from giving students and parents good counsel to assist the borrower in making an educated loan product/lender choice.

Prohibition Against Gifts: Neither The Manhattan Institute nor any of its employees (or their family members) will accept any gift, gratuity, favor, discount, entertainment, hospitality, benefit, or any other item from any private education loan provider. Nothing in this section shall be construed as prohibiting Manhattan Institute employees from conducting normal banking business with a lending institution that is also an education loan provider; or receiving discounts, premiums, or gifts that are available to the general public based upon that normal banking business.

Contracting Arrangements/Advisory Groups: Manhattan Institute employees may not accept from any private education loan provider any type of fee,



payment, expense reimbursement, or other financial benefit as compensation for services provided relating to education loans.

Staffing Assistance: The Manhattan Institute does not utilize private education loan provider staff to work in our offices, nor to perform the work of school personnel in other locations.

The Manhattan Institute believes that individuals have the right to work, study, and learn in a safe and secure campus setting. The school, its students, and its employees share the responsibility of maintaining this atmosphere by taking reasonable precautions, being vigilant, and using a common sense approach to personal safety.



Refund Policy

For the convenience of our students school programs are organized into different schedules, which divide programs into segments of instruction called “quarters” or “terms”. A course 6 weeks in length or less are referred to as or “mini”. Refund policies, which are governed by New York State law, will be different depending upon whether your program and schedule is six weeks are less, or divided by terms or quarters, and how many terms or quarters are contained within each program and schedule.

Review your enrollment agreement carefully to determine the policy, which applies to your selected schedule and program.

Quarters Refund Policy

A) A student who cancels the enrollment agreement within seven days after signing it will have all monies paid to the school refunded with the exception of the non-refundable registration fee which is due and payable at the time the student signs this enrollment agreement.

Thereafter, the student will be liable for the non-refundable registration fee, the cost of any books and supplies accepted, and any tuition liability as described below, calculated according to the student’s last day of physical attendance at the school. Tuition liability is divided by the number of “quarters” in the program.

B) If the student withdraws or is discontinued during the first quarter of instruction the school may retain:

0% of the quarter’s tuition if termination is prior to or during the first week of instruction; or

25% of the quarter’s tuition if termination is during the second week of instruction; or

50% of the quarter’s tuition if termination is during the third week of instruction; or

75% of the quarter’s tuition if termination is during the fourth week of instruction; or



100% of the quarter's tuition if termination occurs after the fourth week of instruction.

C) If the student withdraws or is discontinued during the second quarter of instruction (as applicable) the school may retain:
25% of the quarter's tuition if termination is during the first week of instruction;
or
50% of the quarter's tuition if termination is during the second week of instruction; or
75% of the quarter's tuition if termination is during the third week of instruction;
or
100% of the quarter's tuition if termination occurs after the third week of instruction.

D) For students terminating their instruction during the second quarter of their program, and notwithstanding the provisions of paragraph B, the provisions of Paragraph A regarding refunds of program charges shall apply unless the school demonstrates that there were no significant educational changes in the student's program, such as non-functioning educational equipment adversely affecting the student's program; a material change in the student's schedule as agreed to at the time of enrollment; substitution of a teacher, after instruction has begun, where the teacher does not possess the necessary language skills to effectively communicate the subject matter to the students in the approved language of instruction; or a significant increase in the student to teacher ratio.

Term Refund Policy

A) A student who cancels this agreement within seven days after signing it will have all monies paid to the school refunded with the exception of the non-refundable registration fee which is due and payable at the time the student signs this enrollment agreement. Thereafter, the student will be liable for the non-refundable registration fee, the cost of any books and supplies accepted, and any tuition liability as described below, calculated according to the student's last day of physical attendance at the school. Tuition liability is divided by the number of "terms" in the program and schedule. This program and schedule consists of two terms of fifteen weeks.

B) If the student withdraws or is discontinued during the first and only term of instruction the school may retain:
0% of the term's tuition if termination is prior to or during the first week of instruction; or
20% of the term's tuition if termination is during the second week of instruction;
or
35% of the term's tuition if termination is during the third week of instruction; or



50% of the term's tuition if termination is during the fourth week of instruction;
or
70% of the term's tuition if termination occurs during the fifth week of instruction; or
100% of the term's tuition if termination occurs after the completion of the fifth week of instruction.

Subsequent Terms

20% of the term's tuition if termination is during the second week of instruction;
or
35% of the term's tuition if termination is during the third week of instruction; or
50% of the term's tuition if termination is during the fourth week of instruction;
or
70% of the term's tuition if termination occurs during the fifth week of instruction; or
100% of the term's tuition if termination occurs after the completion of the fifth week of instruction.

Paragraph A regarding refunds of program charges shall apply unless the school demonstrates that there were no significant educational changes in the student's program, such as non-functioning educational equipment adversely affecting the student's program; a material change in the student's schedule as agreed to at the time of enrollment; substitution of a teacher, after instruction has begun, where the teacher does not possess the necessary language skills to effectively communicate the subject matter to the students in the approved language of instruction; or a significant increase in the student to teacher ratio.

C) Any refund due to a student shall be paid by the school within forty-five days of the date of termination, cancellation, or withdrawal. Such date shall be the earliest of the date upon which the student informs the school in writing that he or she has withdrawn, or the date that the school has determined the student to have withdrawn in accordance with applicable law.

D) The failure of a student to notify the school director in writing of withdrawal may delay refund of tuition pursuant to Section 5002 of Educational Law.

Mid Program (6 weeks and under) Refund Policy

A student who cancels the enrollment agreement within seven days after signing it will have all monies paid to the school refunded with the exception of the non-refundable registration fee which is due and payable at the time the student signs this enrollment agreement.

Thereafter, the student will be liable for the non-refundable registration fee, the cost of any books and supplies accepted, and any tuition liability as described



below, calculated according to the student's last day of physical attendance at the school

If termination occurs	School may keep
0 - 15% of the program.....	0%
16 - 30% of the program.....	25%
31 - 45% of the program.....	50%
46 - 60% of the program.....	75%
After 60% of the program.....	100%

A) Refunds of program charges shall apply unless the school demonstrates that there were no significant educational changes in the student's program, such as non-functioning educational equipment adversely affecting the student's program; a material change in the student's schedule as agreed to at the time of enrollment; substitution of a teacher, after instruction has begun, where the teacher does not possess the necessary language skills to effectively communicate the subject matter to the students in the approved language of instruction; or a significant increase in the student to teacher ratio.

B) Any refund due to a student shall be paid by the school within forty-five days of the date of termination, cancellation, or withdrawal. Such date shall be the earliest of the date upon which the student informs the school in writing that he or she has withdrawn, or the date that the school has determined the student to have withdrawn in accordance with applicable law.

C) The failure of a student to notify the school director in writing of withdrawal may delay refund of tuition pursuant to Section 5002 of NYS Educational Law.

Financial Aid Return Policy

Recipients of Federal Title IV financial aid who withdraw from enrollment at The Manhattan Institute, or have their enrollment terminated for administrative, disciplinary, attendance, or other reasons will have their financial aid eligibility re-calculated under a formula prescribed by the U.S. Department of Education. In general, a student will keep only the pro-rated portion of student aid "earned" through attendance in the first sixty percent of the payment period. Upon completion of the first sixty percent of the payment period, all of a student's financial aid is considered "earned" and no return of funds is necessary.

The Institute will calculate the amount of aid earned/retained using a pro-rata formula prescribed under Federal regulation. The Financial Aid Office will determine the amount of Title IV aid earned by multiplying the total Title IV aid (other than FWS) for which the student qualified by the percentage of time enrolled. The student is only entitled to the pro-rated portion of the federal student aid received according to the formula, and may be required to return aid



funds to the U.S. Department of Education under certain circumstances. More detailed information on the Return of Title IV Funds may be obtained from the

Financial Aid Office.

The pro rata refund calculation stated above does not include the registration fee or books, materials and lab fee. If a student drops out of college, any refund that is due will be paid within 45 days of the earliest of (I) date on which the college determines that the student dropped out; (II) expiration of the payment period in which the student withdrew; or (III) expiration of the period of enrollment for which the student has been charged.

Privacy Policies

The Manhattan Institute carefully protects all personal information in its possession regarding students and their families. The school employs office procedures and password-protected computer systems to ensure the security of paper and electronic records. The school does not disclose its security procedures to students or the general public to protect the effectiveness of those procedures. Access to social security numbers and other personally identifiable information (PII) is strictly limited to those School Officials (see definition below) with a need-to-know, as determined by the President.



The Family Educational Rights and Privacy Act of 1974 (FERPA)
FERPA provides current and former students with the right to inspect and review educational records, the right to seek to amend those records, the right to limit disclosure of information from the records and the right to file a complaint with the U.S. Department of Education. Applicants or students may also waive their rights to inspect confidential letters or statements of recommendation.

School Officials

In accordance with FERPA, the student's consent is not required when a School Official has a legitimate educational interest in the student's educational record; that is, if the official needs to review this information in order to fulfill his/her professional responsibility. However, this does not constitute authorization to share that information with a third party without the student's written consent. A "School Official" is a person employed by the school in an administrative, supervisory, academic, research, or support staff position; a person or company with whom the school has contracted (such as an attorney, auditor or accrediting agency); a person serving on the Board of Directors; or a student serving in an official position/capacity, or assisting a School Official in performing his/ her tasks.

Financial Aid Information

Certain information necessary for the processing of federal financial aid programs may be disclosed to parents of dependent students. In order for a person to be considered a "parent" for this purpose, the individual must be listed as such on the student's FAFSA application.

Directory Information

School Officials may not disclose personally identifiable information about a student nor permit inspection of student records without the student's written permission, unless such action is covered by certain exceptions permitted by FERPA. Under the provisions of the Act, a school may disclose information about a student if it has designated that the information is "Directory Information". The Manhattan Institute has designated the following as Directory Information:

- student's name
- mailing address
- email address
- telephone number
- previous institution(s) attended
- enrollment status
- program of study
- dates of attendance, graduation, or expected date of graduation
- honors or awards received



extracurricular activities

Students' Rights Under FERPA

Right to Review Educational Records

FERPA affords students certain rights with respect to their educational records. Students have the right to review their educational records within 45 days of the day the school receives a written request for access. Students requesting a review should submit a written request to the School Director that identifies the record(s) they wish to inspect. The School Director will notify the student of the time and place where the records may be inspected.

Right to Request an Amendment

Students have the right to request an amendment to educational records that are believed to be inaccurate. Students requesting a change must write to the School Official responsible for the record, clearly identify the part of the record they want changed, and specify why it is inaccurate. If the School Official decides not to amend the record as requested by the student, The Manhattan Institute will notify the student of the decision and advise the student of his or her right to a hearing with the School Director regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

Right to Consent to Disclosures

Students have the right to consent to disclosures of personally identifiable information contained in the student's educational records, except to the extent that FERPA authorizes disclosure without consent.

Right to File Complaint

Students have the right to file a complaint with the U.S. Department of Education concerning alleged failures by The Manhattan Institute to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, DC 20202-4605

What information do we collect?

We collect information from you when you register on our site or fill out a form.

When ordering or registering on our site, as appropriate, you may be asked to enter your: name, e-mail address, mailing address, phone number or credit card information.



What do we use your information for?

Any of the information we collect from you may be used in one of the following ways:

To personalize your experience

(your information helps us to better respond to your individual needs)

To improve our website

(we continually strive to improve our website offerings based on the information and feedback we receive from you)

To improve customer service

(your information helps us to more effectively respond to your customer service requests and support needs)

To process transactions

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

To send periodic emails

The email address you provide for order processing, will only be used to send you information and updates pertaining to your order.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you enter, submit, or access your personal information.

We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers database only to be accessible by those authorized with special access rights to such systems, and are required to keep the information confidential.

After a transaction, your private information (credit cards, social security numbers, financials, etc.) will not be kept on file for more than 60 days.

Do we use cookies?

Yes (Cookies are small files that a site or its service provider transfers to your computers hard drive through your Web browser (if you allow) that enables the



sites or service providers systems to recognize your browser and capture and remember certain information

We use cookies to compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in the future. We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

Do we disclose any information to outside parties?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

Childrens Online Privacy Protection Act Compliance

We are in compliance with the requirements of COPPA (Childrens Online Privacy Protection Act), we do not collect any information from anyone under 13 years of age. Our website, products and services are all directed to people who are at least 13 years old or older.

Your Consent

By using our site, you consent to our web site privacy policy.

Contacting Us

If there are any questions regarding this privacy policy you may contact us using the information below.

www.manhattaninstitute.com
255 Fifth Avenue
New York, NY 10016
US
347-220-8181



Student Advisory on Copyright Infringement

The concept of private property is one of the building blocks of our society. To take the property of another without permission is theft. This concept is also applicable to intellectual property, such as music and video entertainment.

Students at The Manhattan Institute are prohibited from using school computers, networks, or other electronic devices for the purpose of illegally duplicating or sharing copyrighted material. This not only includes printed material, but also downloaded or shared music, video or other media files.

Students who engage in the illegal duplication or distribution of copyrighted material using The Manhattan Institute computers, networks, or other equipment are subject to disciplinary action, up to and including dismissal from the school.



Campus Security Policy and Annual Report

The following information and associated links constitute the Annual Campus Security Report for The Manhattan Institute. Additionally, notices of this Report are published in the School Catalog. Further, a printed notice containing the direct URL address for this web page is distributed to all prospective new students for eligible programs in and all new employees, and to all continuing students and employees annually.

The crime statistics include the following:

murder and non-negligent homicide

negligent manslaughter

sex offense

forcible sex offense

non-forcible sex offense

robbery

aggravated assault

burglary

motor vehicle theft

arson

hate crime

arrests or campus discipline for liquor/ drug law violations, or for weapons

possession/ law violations

The School must also report, by category of prejudice, any of the above listed crime statistics that manifest evidence that the victim was intentionally selected



because of the victim's actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability. Additionally, "hate crimes" must be reported in two additional categories as follows:

larceny-theft, assault, intimidation, and destruction/ vandalism of property
any other crime involving bodily injury

The statistics for The Manhattan Institute are published below, and also on a website maintained by the U.S. Department of Education and can be found at the following URL address and entering "Manhattan Institute" in the search:
<http://ope.ed.gov/security/GetOneInstitutionData.aspx>

Criminal Offenses - On Campus/Non-Campus Property	2011	2012	2013
a. Murder/Non-negligent manslaughter	0	0	0
b. Negligent manslaughter	0	0	0
c. Sex offenses - Forcible	0	0	0
d. Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0
e. Robbery	0	0	0
f. Aggravated assault	0	0	0
g. Burglary	1	0	0
h. Motor vehicle theft	0	0	0
i. Arson	0	0	0
Criminal Offenses - Public Property	2011	2012	2013
a. Murder/Non-negligent manslaughter	0	0	0
b. Negligent manslaughter	0	0	0
c. Sex offenses - Forcible	0	0	0
d. Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0
e. Robbery	0	0	0
f. Aggravated assault	0	0	0
g. Burglary	0	0	0
h. Motor vehicle theft	0	0	0
i. Arson	0	0	0
Hate Crimes - On Campus/Non-Campus Property	2011	2012	2013
a. Murder/Non-negligent manslaughter	0	0	0
b. Negligent manslaughter	0	0	0
c. Sex offenses - Forcible	0	0	0
d. Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0



e. Robbery	0	0	0
f. Aggravated assault	0	0	0
g. Burglary	0	0	0
h. Motor vehicle theft	0	0	0
i. Arson	0	0	0
j. Larceny-theft	0	0	0
k. Simple assault	0	0	0
l. Intimidation	0	0	0
m. Destruction, damage or vandalism of property	0	0	0
n. Any other crime involving bodily injury	0	0	0

Hate Crimes - Public Property	2011	2012	2013
a. Murder/Non-negligent manslaughter	0	0	0
b. Negligent manslaughter	0	0	0
c. Sex offenses - Forcible	0	0	0
d. Sex offenses - Non-forcible (incest and statutory rape only)	0	0	0
e. Robbery	0	0	0
f. Aggravated assault	0	0	0
g. Burglary	0	0	0
h. Motor vehicle theft	0	0	0
i. Arson	0	0	0
j. Larceny-theft	0	0	0
k. Simple assault	0	0	0
l. Intimidation	0	0	0
m. Destruction, damage or vandalism of property	0	0	0
n. Any other crime involving bodily injury	0	0	0

Arrests - On Campus/Non-Campus Property	2011	2012	2013
a. Illegal weapons possession	0	0	0
b. Drug law violations	0	0	0
c. Liquor law violations	0	0	0

Disciplinary Actions - On Campus/Non-Campus Property	2011	2012	2013
a. Illegal weapons possession	0	0	0
b. Drug law violations	0	0	0
c. Liquor law violations	0	0	0

Arrests - Public Property	2011	2012	2013
a. Illegal weapons possession	0	0	0
b. Drug law violations	0	0	0
c. Liquor law violations	0	0	0



Disciplinary Actions - Public Property	2011	2012	2013
a. Illegal weapons possession	0	0	0
b. Drug law violations	0	0	0
c. Liquor law violations	0	0	0

If you would like to obtain a printed copy of this report, please contact the School Director's Office.

The occurrences for 2011 – 2013 transpired at the School's previous address: 255 5th Avenue, New York, NY. The School relocated to its current address, 45 West 34th Street, New York, NY 10001, in 2014.

Hate Crimes: None of the criminal occurrences, arrests, or referrals for campus disciplinary action listed above or the crimes of larceny-theft, simple assault, intimidation, and destruction/damage/vandalism of property that have been reported to local police agencies or to a crime security authority have manifested any evidence that the victim was intentionally selected because of the victim's actual or perceived race, gender, religion, sexual orientation, ethnicity, or disability.

The data used to create these statistics is compiled and submitted to the U.S. Department of Education annually by the School Director's Office. Data from internal Incident Report Forms is cross-referenced and combined with external public-record data requested from local law enforcement authorities in the creation of the crime statistics.

Be Aware, Stay Alert!

Since crime can occur anywhere and at any time, it is our sincere hope that you will read this policy and follow the included guidelines. If you suspect a crime has been committed, notify the School Director or a member of the faculty or staff. If you witness a crime or other emergency in-progress, call 911 to alert local law enforcement agencies, and then notify the School Director or a member of the faculty or staff.

While the School employs electronic security systems (including video surveillance), there is no such thing as a fail-safe security system. Even the most elaborate security precautions are not a guarantee against crime. The best safety measures are the ones you perform using common sense. You should always remain alert and aware of your surroundings. Secure your vehicles and do not leave valuables in your car. Do not leave your personal items unattended. Avoid walking alone, particularly at night. Again, be cautious, use good sense, and look after your friends and classmates.



Definitions:

The Manhattan Institute operates a campus which does not consist of a discrete building, but rather sections or floors of office/retail building(s). For purposes of Clery Act data collection and reporting, the following definitions apply:

Campus – Areas of the building which are leased, owned or controlled by The Manhattan Institute, including any classrooms, administrative offices, faculty offices, along with any hallways, lavatories, storage areas, stairwells, elevators or other area used exclusively by The Manhattan Institute staff, faculty or students.

Non-campus property – The Manhattan Institute campus does not include any areas which would be defined as non-campus property.

Public Property – Any public thoroughfares, streets, alleys, sidewalks, stairwells, elevators and/or fire escapes that are immediately adjacent to, and accessible from, the campus.

Incident – A crime or illegal activity, serious accident, injury requiring immediate medical attention, occurrence requiring the response of EMS and/or law enforcement personnel, or any other event for which reporting is mandated under the Clery Act (see "Annual Campus Security Report", above).

Campus Security Authority – The School does not maintain a security or police force. The Campus Security Authority is the School Director, or a designated manager in the absence of the School Director. The School Director is responsible for enforcement of this policy, for training and appointing other employees to serve as the Campus Security Authority in the School Director's absence, and for assigning that responsibility prior to any such absence.

Emergency Response Procedures:

If a significant emergency or dangerous situation involving an immediate threat to the health or safety of students or employees occurs, students and employees will be notified through the School's Public Address (PA) system, via building fire alarm systems, and/or other situation-appropriate means to best protect the health and safety of students and employees. The fire alarm system will be used to order an emergency evacuation of the building. All students, instructors, and staff must immediately evacuate the building whenever the fire alarm sounds. The building elevators should never be used during an evacuation, except as directed by proper authorities. The PA system may be used to provide instructions in an emergency, order an evacuation, and/or order a "lockdown". A lockdown order requires all students and employees to quickly enter a classroom, office or other room which can be locked, lock the door and attempt



to hide from view of the hallways. Students or employees in unsecured areas (such as the lobby area) should either find a secure area or quickly evacuate via the stairwell or the fire escape and proceed to a safe distance away from the building.

Prior to initiating the Emergency Response system, the School Director (or other designated official) will confirm that a bona fide emergency exists, determine the appropriate method(s) of communication, and determine the message content (if applicable). The School will take these actions without delay, and promptly make an announcement via the PA system, unless in the judgment of the School Director (or other designated official), such notice would compromise efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency. The Emergency Response Procedures will be tested at least once each year. Emergency Response Procedure Tests (other than fire drills) will be announced in advance to prevent the creation of unnecessary anxiety or false 9-1-1 calls.

Timely Notification of Security Issues:

In addition to emergency warnings, the School will provide a timely warning to the campus community of any known occurrences of crime in the immediate campus vicinity that are reported to campus officials or local police agencies and are considered to represent a serious or continuing threat to students and employees. If the School is aware of such a crime or pattern of crimes, the School will send notices to employees via e-mail and post paper notices in various conspicuous locations throughout the School for students and employees. These paper notices will remain in place for ten days, or longer if School management feels a continuing threat remains.

Incident Reporting:

Any employee or student observing or having knowledge of a criminal act or other emergency situation should first contact appropriate NYC emergency response personnel by calling 9-1-1. Students witnessing any such event should also report it immediately to the School Director or any member of the faculty or staff. For non-emergency events, students may submit an Incident Report Form to the School Director. Blank forms can be obtained from the School Director's Office. Students wishing to maintain confidentiality may submit an Incident Report Form anonymously, or may request a private, confidential meeting with the School Director.

Employees of the School are required to report any incident (see definition above) in which they have been involved or which they have witnessed on the campus or on the public areas adjoining the campus. Incidents will be reported on an Incident Report Form and forwarded immediately to the School Director (or other available senior official as appropriate).



Copies of all Incident Report Forms will be maintained by the School Director for use in data compilation for the Annual Campus Security Report. Forms for the previous three calendar years will be archived for audit purposes.

Security of, and Access to, Campus Facilities:

Students should only be on the campus (see definition above) during scheduled school hours, or while attending to other legitimate academic or administrative functions at The Manhattan Institute. All visitors are required to sign in with the front desk. Students and visitors are discouraged from socializing, loitering, or gathering in the building or adjacent public areas after the end of their class day. Further, students are prohibited from being on the campus at any time when the School is not open and staff are not present.

Security of the School is an ongoing concern of all staff and instructors. Each staff and instructor is expected to be security-conscious and vigilant at all times. All security violations, including unauthorized visitors, should immediately be reported to the School Director or other senior official (see "Incident Reporting", above).

Law Enforcement and Security Personnel:

The Manhattan Institute does not employ security personnel. All requests for security assistance are handled by the NYPD or other appropriate law enforcement agencies. The School Director is responsible for ensuring that all crimes occurring on campus are reported to the appropriate local law enforcement agency.

Informational Programs:

This policy and basic security procedures/good practices are reviewed during new student orientations (for students in eligible programs) and new employee orientations. These sessions promote awareness of crime and crime prevention, along with promoting awareness of rape, sexual assault, and acquaintance rape. During these orientations, students and employees are also told about good practices in crime prevention (including securing their personal property) and how to report a crime, emergency, or other incident.

Other Safety Policies and Related Topics:

The Manhattan Institute Drug and Alcohol Policy prohibits the possession or use of illegal controlled substances on the School's premises or at any school-related activity. In that regard, the Drug and Alcohol Policy is considered part of this Campus Security Policy. The Drug and Alcohol Policy is posted to The Manhattan Institute Website and includes: policies regarding the possession, use, and sale of alcoholic beverages and/or illegal drugs; enforcement of State laws



regarding the possession, use, and sale of alcoholic beverages and/or illegal drugs; and a description of available drug- and alcohol-abuse education programs.

Fighting, gambling, or any other behaviors that are illegal and/or interfere with the ability of other students to learn are forbidden on School property or at any School-related activity.

Under New York State Law (§265.01-a and §265.06), possession of a weapon is prohibited on School premises. Further, possession of any type of weapon without written permission of the School is not allowed on the Campus or at any other location when participating in a School-sponsored activity or otherwise representing the school as an employee or student.

Sexual Assault Prevention and Awareness:

The Manhattan Institute is concerned about the safety of its students, instructors and staff. With regard to sexual assault, good sense safety practices are your best defense. There are sufficient instructors, staff, and students present in the building at all times during business hours to make a sexual assault on campus unlikely, but not impossible. Remember to remain aware of your surroundings, do not walk alone outdoors (especially at night), do not enter areas of the building to which you are not authorized, and do not feel compelled to enter any secluded location or any situation which makes you uncomfortable.

Whether an assault occurs on- or off-campus, victims are strongly encouraged to report sexual assaults to the appropriate authorities. It is important to preserve evidence whenever possible for the police to use in pursuing a criminal investigation.

In the unlikely event that a sexual assault occurs on campus, students should immediately notify the, School Director, or any available staff member or instructor they are comfortable confiding in. Upon being notified, School personnel will notify the School Director and will assist the student in contacting the appropriate authorities if the alleged victim chooses to do so. School personnel will, to the best of their ability, attempt to secure any affected area of the campus and to otherwise prevent the compromise of evidence until law enforcement officials arrive. If a sexual assault occurs to a student off-campus, the School will assist an alleged victim with notification to the appropriate law enforcement agency having police jurisdiction where the crime occurred (upon request of the student).

Sexual Assault is a crime under New York State law. This link will take you to a document with the current text of the New York Sexual Assault Statutes.



The Manhattan Institute does not provide counseling services directly to victims of sexual assault, but will attempt to provide referral to local agencies that provide counseling and other support services.

One such local agency is Safe Horizon. They can be contacted at:
Safe Horizon – Services to Victims of Sexual Assault
2 Lafayette Street, 3rd Floor
New York, NY 10007
(212) 227-3000

It is important for persons who have been sexually assaulted to seek prompt medical attention, and to attempt to preserve any evidence on the victim's body by not bathing or washing before receiving medical attention.

If an alleged victim of sexual assault on-campus elects not to file criminal charges, but still wishes to proceed with formal administrative charges, an investigation will be conducted, and the case referred to the School Director. Disciplinary actions assessed in a particular case will be dependent upon the nature of the conduct involved, the circumstances and conditions which existed at the time the student engaged in such conduct and the results which followed as a consequence of such conduct. Sanctions, up to and including permanent expulsion from the School/termination or employment, will be carried out by the School Director.

The following principles apply to any such internal investigation/ disciplinary process:

Accuser shall be informed of their options to notify law enforcement.
Accuser shall be notified of available counseling services.
Both parties will have the same opportunity to have others present at any disciplinary hearing.

Accuser shall be informed of the outcome of any disciplinary proceeding.
Accuser may request a change of academic schedule / circumstances, and the School will attempt to accommodate reasonable requests.

New York Registered Sex Offender Information:

The State of New York maintains a database of registered sex offenders in the State. The information is available through the NYS Division of Criminal Justice Services - Sex Offender Registry Website.

More information on New York State's laws regarding sexual offenses:



<http://www.manhattaninstitute.com/NYS%20Sex%20Offenses%20and%20Penalties.pdf>

Security Regulations/Procedures Which Are Not Applicable at The Manhattan Institute:

The Manhattan Institute does not employ a police or security force on campus, and thus does not maintain a "Crime Log". Hence, such a log is not available for public inspection.

The Manhattan Institute does not maintain dormitories or other student housing facilities, and hence does not have a policy regarding the disappearance of students in-residence (missing student notification).

The Manhattan Institute does not recognize any fraternities, sororities or other off-campus student clubs or organizations. Hence the School does not have a policy for monitoring and recording criminal activity at such locations. The Manhattan Institute does not employ professional counselors, psychologists, or pastoral counselors. School staff may assist students and fellow employees in locating such services within the local community.

Drug and Alcohol Policy

The Manhattan Institute operates under the United States Department of Education's drug prevention program and the Drug-Free Workplace Act of 1988. The Manhattan Institute complies with the federal Drug-Free Schools and Workplaces Act. The school will impose disciplinary sanctions on students and employees as set forward in this policy (consistent with local, state and federal law) up to and including expulsion or termination of employment and referral for prosecution for violations of the Standards of Conduct. A disciplinary sanction may include a requirement that the individual enroll in and successfully complete a rehabilitation program before returning to The Manhattan Institute.

Standards of Conduct

The Manhattan Institute prohibits the unlawful possession, use, or distribution of controlled substances and alcohol by students and employees on the school's campus or as part of any externship or other off-campus activity. Further, students or employees are prohibited from appearing on campus or at any



externship site while their ability to function professionally is impaired by the influence of alcohol or controlled substances, whether or not legally obtained.

Facility Definition

For purposes of this policy, an individual shall be considered “at the school’s facilities” whenever he/she is:

In The Manhattan Institute’s campus building(s), including non-campus areas within the building(s).

At any externship site while representing The Manhattan Institute as a student or employee,

Driving or riding as a passenger in a vehicle which is owned, leased, or controlled by The Manhattan Institute, or

On a field trip or other official off-campus trip.

Alcohol Policy

The Manhattan Institute prohibits the possession or use of alcohol by students, and the presence of students or employees whose professional performance is impaired by the influence of alcohol at the school’s facilities.

Use, and particularly abuse, of alcohol adversely affects an individual’s efficiency, safety and health, and therefore seriously impairs his/her performance. In addition, the use of alcohol in a school environment containing medical equipment and devices constitutes a potential danger to the welfare of others. Any student who possesses, uses, or is under the influence of alcohol while at the school’s facilities is subject to discipline, up to and including dismissal from The Manhattan Institute for violations of the Standards of Conduct.

Any employee whose professional performance is impaired due to the influence of alcohol while at the school’s facilities is subject to disciplinary action, up to and including potential termination of employment.

The Manhattan Institute will encourage students and assist employees with alcohol dependencies to seek professional treatment/rehabilitation.

Drug Policy

The Manhattan Institute prohibits the use or possession of illegal controlled substances, or the presence of students or employees whose professional performance is impaired by the influence of controlled substances (regardless of whether those substances were legally obtained), at the school’s facilities.

The term "controlled substance" in this policy shall be taken to include all chemical substances or drugs listed in any controlled substances acts or regulations applicable under any federal, state or local laws.



Furthermore, students and employees are reminded that the use of certain prescription drugs and/or over-the-counter drugs may also, in certain circumstances, affect an individual's performance and seriously impair his/her abilities.

The following are strictly prohibited by The Manhattan Institute:
The illegal possession, distribution, sale or purchase of a controlled substance while at the school's facilities. (See definition in "Alcohol Policy" section - above).

Possession or use of, or being under the influence of, a controlled substance while at the school's facilities, except when under a doctor's direction when such use will not impair the individual's ability to perform professionally.
The use of other drugs, including prescription drugs and over-the-counter drugs, when such use impairs the individual's ability to perform or may affect the safety or well-being of others.

Any student who violates the above prohibitions is subject to discipline up to and including dismissal from The Manhattan Institute for violations of the Standards of Conduct.

Any student convicted on a charge of illegal possession, use, or sale of any controlled substance while attending The Manhattan Institute may be subject to discipline up to and including disciplinary dismissal at the discretion of the President, regardless of whether the offense occurred at the school's facilities.
Any employee who possesses, uses, or is under the influence of illegal controlled substances while on school facilities or at a school-sponsored event is subject to disciplinary action, including termination of employment.

The Manhattan Institute will encourage students and assist employees with chemical dependencies to seek professional treatment/rehabilitation.

Search Policy

The Manhattan Institute reserves the right to search any location anywhere on the school's facilities; including any desk, locker, or other storage area. Further, The Manhattan Institute may permit law enforcement officials to conduct random searches of the school's facilities.

Enforcement Policy

All disciplinary enforcement shall be at the discretion of the President, and shall be based upon the severity of the offense and the actions of the student/employee with regard to the incident. The Manhattan Institute



management shall be the sole judge of the sufficiency of evidence in such matters. The President may also bring the matter to the attention of appropriate law enforcement authorities, if in his/her opinion the evidence so warrants. Disciplinary and administrative decisions shall be made in a manner consistent with applicable law. A disciplinary dismissal of a student is not appealable.

Important Links

Descriptions of Drug and Alcohol statutes in New York:

Summary of NYS Controlled Substances Statutes

Summary of NYS Alcohol Statutes For Persons Under 21

Links to Information about Drug and Alcohol addiction, abuse, and recovery:

National Institutes of Health - Facts About Addiction

National Institutes of Health - The Drugs of Addiction

NYS Office of Alcoholism and Substance Abuse Services

Links to local agencies that help persons suffering from addiction:

Referral Network for NYC Rehab Centers/Agencies

New York Statutes Regarding Alcohol and Persons Under the Age of Twenty-One

Several New York statutes address the issue of alcohol use by persons under the age of twenty-one. Under the New York State Alcohol Beverage Control Law, a person may not sell or provide alcohol to a person under age 21. (ABC Law § 65(1)).

Unlawfully Dealing with a Child

Under NYS Penal Law, the crime of Unlawfully Dealing with a Child in the First Degree prohibits providing alcohol to a person under 21. (Penal Law § 260.20(2)). It is no defense that the child acted as the agent or representative of another person, or that the defendant dealt with the child as such. The statute permits giving alcohol "where the tasting or imbibing of alcoholic beverages is required in courses that are part of the required curriculum." Additionally, the Penal Law ban does not apply to the parent or guardian of the minor. (Penal Law § 260.20(2); see also, ABC Law § 65(5)).

A related offense, Unlawfully Dealing with a Child in the Second Degree, pertains to a person under age 16 who is present in an establishment where alcohol is provided. This section contains an exception if the child is accompanied by a parent, guardian or an authorized adult. (Penal Law § 260.21(1)(a). See also, ABC Law § 100(2-b)(a)).

The Alcohol Beverage Control Law allows for suspension of an individual's driver license for attempting to purchase or obtain alcoholic beverages using false identification/proof of age. (ABC Law § 65-b(5)).



Endangering the Welfare of a Child

Providing alcohol to a person under the age of twenty-one when such provision is likely to result in injury or other risk to the welfare of the minor may constitute another crime, Endangering the Welfare of a Child. Penal Law § 260.10. The mere presence of a minor at a party where alcohol is served is insufficient. Any person who drives under the influence of alcohol with children as passenger may also be prosecuted for EWOC.

Driving by Persons Under the Age of Twenty-One

New York State has a "zero tolerance" policy for persons under age 21 who drive while under the influence of alcohol. Even if not charged under the DWI or DWAI statutes, a minor with a .02 - .07% B.A.C. faces an administrative hearing and sanctions. (V & T Law §§ 1192-a, 1194-a).

The statute also authorizes judges to immediately suspend at arraignment the junior driver license or learner permit of a person under age 18 who is charged with DWAI or DWI, even without a blood alcohol reading. Courts are also required to notify parents or guardians if a youth fails to appear on a DWI or DWAI charge. (V & T Law § 1193(2)(e),(f)).

Unlawful Possession of Alcohol

The Alcohol Beverage Control Law also prohibits possession with intent to consume alcohol by persons under the age of twenty-one. (ABC Law § 65-c). The ABC statute does not authorize arrest and sets a maximum punishment of no more than 30 hours of "community service".

Civil Liability

New York law provides a cause of action for personal or property damage resulting from intoxication or impairment of a person under 21. (Gen Obl L §11-100).

For further information on New York State's laws on controlled substances and alcohol, please go to:

<http://www.manhattaninstitute.com/NYS%20Alcohol%20Offenses.pdf>
<http://www.manhattaninstitute.com/NYS%20Controlled%20Substances%20Laws.pdf>

