CORNELL UNIVERSITY – DEPARTMENT OF CAMPUS LIFE
TWELVE-MONTH HOUSING CONTRACT
TERMS AND CONDITIONS FOR GRADUATE AND PROFESSIONAL STUDENT HOUSING
2017-2018

This Housing Contract is a legal agreement between the University and you, the student. The Terms and Conditions for Graduate and Professional Student Housing 2017-2018 are part of the Housing Contract. The Housing Contract is not a lease. Your occupancy of University housing is subject to your compliance with the provisions of the Housing Contract, the Campus Code of Conduct, all applicable University policies, and all applicable local, state, and federal laws and regulations. You also agree to comply with all House Rules or other rules and regulations as the University may from time to time issue for the welfare of the community or for the general convenience or comfort of residents.

Your failure to comply with the Housing Contract provisions, the Campus Code of Conduct, other University rules, or any applicable laws may result in disciplinary action and will be immediate grounds for the University to terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion. In addition, the University reserves the right to immediately terminate your Housing Contract or reassign you to other University housing, at the University’s sole discretion, if you:

- engage in or threaten acts or behavior that in the University’s sole opinion, may endanger public order or property, threaten the personal safety or security of yourself or others (by acts of physical or mental harassment, self-harm, or other means) or disrupt other students;
- refuse an evaluation by Counseling and Psychological Services staff, following your hospitalization for psychiatric reasons;
- cease to meet the eligibility requirements for University housing; or
- any other reason expressly set forth in these Terms and Conditions for Graduate and Professional Student Housing 2017-2018.

Any termination of your Housing Contract for the reasons listed in this paragraph will be considered a “for cause” termination. The University reserves the right to adjust the residence charge before or during the contract period by action of its Board of Trustees. This Housing Contract represents the complete agreement between you and the University, and supersedes any prior contracts or understandings, whether oral or written. The Housing Contract may not be amended in any way without the prior written permission of the University in each instance. The Housing Contract is subject to the laws of the State of New York, without regard to conflicts of laws principles.

I. ELIGIBILITY (Single-Student)
To be eligible to live in University single-student residence halls/apartments, you must be currently registered at Cornell University, in Ithaca, New York, as a full-time (minimum 12 credit hours) resident degree candidate, a special student, or an affiliate. For purposes of this contract, a single student is defined as a person who resides singly, regardless of marital status.

II. ELIGIBILITY (Family-Partner)
1. To be eligible to live in Graduate and Professional Student housing, you must be currently registered at Cornell University, in Ithaca, New York, as a full-time (minimum 12 credit hours) resident degree candidate, a special student, or an affiliate. You may be required to present proof of eligibility before you or your family/partner group can move into the apartment. If you are not a registered student, you must show proof of your academic purpose to be housed in Campus Life Housing.
2. Occupancy of family-partner housing will be made available in the following order on a space available basis:
   a. A Cornell student accompanied by another adult spouse, partner, or immediate relation with one or two legally dependent children; or a Cornell student accompanied by one, two, or three legally dependent children.
   b. A Cornell student who is a candidate for a graduate or professional degree at Cornell who is accompanied by another adult spouse, partner, or immediate relation.
   c. Two Cornell students, both of whom are candidates for graduate or professional degrees (adults must be spouses, partners, or immediate relations).
   d. A Cornell student who is a candidate for an undergraduate degree who is accompanied by another adult spouse, partner, or immediate relation.
3. Occupancy of family-partner housing is limited by the size of the group as follows:
   a. One-bedroom apartments may be occupied by
      1) a student living with another adult spouse, partner, or immediate relation; or
      2) a student living with another adult spouse, partner, or immediate relation, and one legally dependent child; or
      3) a student living with one dependent child; or
      4) a student living alone.
   b. Two-bedroom apartments may be occupied by
      1) a student living with another adult spouse, partner, or immediate relation; or
      2) a student living with another adult spouse, partner, or immediate relation, and one or two legally dependent children; or
      3) a student living with one, two, or three legally dependent children.
   c. Studio apartments may be occupied by
      1) a student living with another adult spouse, partner, or immediate relation; or
      2) a student living with one legally dependent child; or

---

1 Available at: https://www.dfa.cornell.edu/tools-library/policies/campus-code-conduct
2 A comprehensive list of University policies is available at: https://www.dfa.cornell.edu/policy/
3 Available at your community’s designated Service Center
3) a student living alone.

d. A maximum of two adults is permitted in all family/partner housing units.
e. In no case may a group exceed four persons.

4. It is your responsibility to notify the Graduate Residence Manager of any change in your status, eligibility, or family group size that would affect your continued occupancy. Failure to do so may result in termination of the contract. Group size that exceeds occupancy restrictions may result in termination of the contract. If you reside in family-partner housing and will be having a child live with you who is not your legal dependent, you are required to obtain and provide proof of legal guardianship of custody from the child’s parent(s).

5. If your academic or personal circumstances require you to be away from campus for more than thirty (30) calendar days, you must notify the Housing & Dining Contracts Office.

6. All occupants of the apartment must be registered with the Service Center.

III. OCCUPANCY PERIOD

The University may change occupancy periods due to unforeseen circumstances, alterations in the academic-year calendar, or emergencies. Apartment contracts, once signed and submitted, are binding for twelve months or the remaining portion of the specified contract term. Refer to your contract for your occupancy period and location. If your academic work or personal circumstances require you to be on campus before the established contract start date, you can request permission to check in early by contacting the Housing & Dining Contracts Office. Requests will be approved as space permits. In such cases, you pay a daily rate until the regular occupancy period begins. You agree to occupy the apartment assigned.

If you vacate your apartment during the contract period without a release from your contract, you continue to be liable for the housing charges for the entire contract period.

IV. PAYMENTS

1. You will be billed monthly by the Office of the Bursar, whose policies apply regarding payment of the finance charge for late payments and other penalties for failure to make proper payments, except where otherwise modified by the terms of this agreement.

2. Contract Charges & Penalties: Housing fees, cancellation penalties, and other charges for losses, damages, or other costs caused by you and any member of your group and not otherwise covered under this contract will be charged to your bursar account.

V. CONTRACT RELEASES AND TERMINATION; CANCELLATION AND TERMINATION FEES

1. Your Housing Contract is binding until the end of your twelve-month contract period. You are not entitled to a release from your Housing Contract because you have been reassigned to another room/apartment, because you are inconvenienced by construction, renovation, maintenance, or for any other reason except as expressly provided below.

2. If you fail to occupy your room/apartment or if you vacate your room/apartment during the contract period without a contract release, you will continue to be liable for the full amount of your housing charges.

3. Contract releases:
   a. You will be released from your Housing Contract without a cancellation penalty if:
      1) You are leaving the University for an academic internship, graduation, or study in absentia, and have paid at least five months rent in the current year; or
      2) You are granted a medical withdrawal or are required to take medical or academic leave, and have paid at least five months rent in the current year.
   b. The Housing & Dining Contracts Office may require written verification of (i) or (ii) from your advisor, college, or physician.
   c. You will be released from your Housing Contract with a cancellation penalty of $800 if you withdraw or take a voluntary leave of absence from the University, and/or if you have not paid a minimum of five months rent in the current year. If you re-enroll during the same academic year, you will be required to sign a new Housing Contract.
   d. Contract releases for any other reason than those listed in a, b, c, and d above may be granted, but only under exceptional circumstances. Contract releases due to exceptional circumstances will be determined by, and are at the sole discretion of the Housing & Dining Contracts Office. All approved contract releases due to exceptional circumstances will result in a cancellation fee of $250.
   e. If you obtain a contract release, you will need to sign a Vacate Form (available at the Housing & Dining Contracts Office), then vacate your room and turn in your keys to your Service Center/House Office on the date indicated on the Vacate Form.
   f. You will receive a prorated refund of any prepaid housing fees, less any applicable fees or charges.

4. Contract terminations: If the University terminates your Housing Contract for cause, you will continue to be liable for the full amount of your housing charges. You will receive no refund of any housing charges. You will also be charged a $250 cancellation fee. You will be required to vacate your room/apartment as of the effective date of your contract termination.

VI. LATE ARRIVALS

You must notify the Housing & Dining Contracts Office if you plan to arrive after the first day of classes for your school or college. Otherwise your contract may be cancelled without further notice, and you may be assessed a $250 fee.

VII. SUBCONTRACTING AND ASSIGNMENT OF CONTRACT

1. You may not take a roommate, assign, subcontract, lease, or otherwise transfer your interest under this contract, or permit anyone not duly assigned or approved by the Housing & Dining Contracts Office pursuant to I., II., & III. above to share any part of the apartment.

2. If another eligible student agrees to contract for your room/apartment for the remainder of your contract agreement, you may be released from your housing contract with the approval of the Housing & Dining Contracts Office. You will be assessed a $250 cancellation fee.

3. Violation of these provisions will subject you to a contract termination, or university judicial referral and possible legal action. Additionally, the sublet will be evicted.
VIII. APARTMENT CHANGES
Requests for apartment changes are reviewed on a space-available basis and must be filed with the Graduate Residence Manager. You will be billed $100 for each apartment change to another domestic apartment complex during the contract period.

IX. UTILITIES AND SERVICES
1. The university will provide water, sewer, electricity, heat, and gas as part of your rent.
2. Hashbrouck
   Local telephone service is provided in the housing rate. Fees for long-distance costs are your responsibility. You are responsible for arranging and paying local television/cable service providers. When you vacate the apartment, you are responsible for notifying the service provider that your service is to be terminated. All facilities wired for data service have the base charge for network connectivity included in the housing rate. Additional charges will be assessed for excessive Internet bandwidth usage. Please check with Cornell Information Technologies (CIT) for details.
3. Thurston Court
   Telephone service is provided as a subscription through CIT. Fees for local and long-distance costs are your responsibility. You are responsible for arranging and paying local television/cable service providers. When you vacate the apartment, you are responsible for notifying the service provider that your service is to be terminated. All facilities wired for data service have the base charge for network connectivity included in the housing rate. Additional charges will be assessed for excessive Internet bandwidth usage. Please check with CIT for details.

X. RESIDENT RESPONSIBILITIES
1. Check-In and Check-Out Requirements
   a. You will be issued keys to your apartment when you check in. You must complete a check-in form within two weeks of moving in to your apartment. This form, when countersigned by a representative of the Department of Campus Life, is the basis for assessing any damage or loss attributed to you at the end of the occupancy period. If you fail to complete and return the form, you assume responsibility for all damages in the apartment.
   b. You must give thirty (30) days notice to the Housing & Dining Contracts Office, 206 Robert Purcell Community Center, to vacate your room. You must complete all check-out procedures. If you fail to give thirty (30) days notice, additional charges may apply. When checking out, you must remove all refuse and discarded material and leave your apartment in the same condition and working order as when you checked in. Charges for additional cleaning required, removal of personal property, and for any loss or damage you have caused will be added to your bursar account.
   c. You must check out, return keys, and completely vacate your apartment by the official closing time of the final day of your contact period. Charges will be assessed for every hour or fraction thereof that you or members of your group or any of your personal property, remains in the apartment past the closing time unless a written request for exception has been received and approved by the residence manager.
   d. Check-out is not completed until the apartment is completely vacated and all keys are turned in.
2. Keys, Cards, and Lock-Outs
   You may request that a staff member open your room door, and you may be charged a $5 fee. This service is provided at the convenience of the University; excessive use will cause limitation or removal of this service. You must report lost keys to the Service Center and file a report with Cornell Police within 24 hours. You will be charged for replacement lock core and keys. You must not duplicate apartment keys.
3. Damages
   You are liable and responsible for any damage or loss to your housing accommodation (including furnishings) and for any other damage or loss you cause to University Housing. Damage or loss must be reported promptly to the residence staff (i.e., Graduate Community Adviser, Graduate Residence Manager).
4. Room, Apartment, and Common Area Alterations and Decorations
   a. You may not make any alterations (including but not limited to painting or floor modifications) to your room/apartment, to any University property within your accommodation, or to any common areas. You may not use cinder blocks or homemade lofting equipment to elevate furniture or shelving.
   b. Requests for alterations may be submitted for consideration and approval by Facilities Management via the online maintenance request system (housing.cornell.edu).
   c. Room Decorations:
      Pictures, posters, and other materials must be hung in accordance with the guidelines for the apartment complex. Nails, tacks, screws, tape, glue, and other adhesives may not be used on walls, ceilings, wardrobes, woodwork, doors, or furniture. Damages resulting from violations of this regulation will be assessed against the residents responsible for the damage.
5. Commercial Activities
   No commercial business or activity may be conducted in or from any room in your apartment. Using residence telephones, Internet, and wireless connections for profit-making purposes is also prohibited.
6. Right of Entry
   The University reserves the right to enter your housing accommodation at any time, without notice, in times of emergency. The University also reserves the right to enter your housing accommodation upon reasonable prior notice to ensure proper maintenance of sanitation and life-safety standards, to take inventory, and to make repairs.
7. **Apartment Care, Maintenance, and Repair**

The university reserves the right to inspect apartments periodically to ensure proper maintenance of sanitation and life-safety standards, to take inventory, and to make necessary repairs to rooms and furnishings. Advance notice is given whenever possible. In the case of the first two actions, you as a single contract holder, or you and any member of your family/group are expected to comply with all inspections, servicing schedules, and recommended precautions.

a. You are responsible for cleaning your housing accommodation; removing waste materials regularly; placing recyclable materials in designated containers; and maintaining satisfactory sanitation and life-safety standards as determined by the Department of Campus Life in conjunction with the Department of Environmental Health and Safety. Charges may apply to those found in violation.

b. You are responsible for maintaining the security of your apartment. You may not alter or replace the present locks or other security devices or install additional locks or other security devices.

c. Washing machines, portable dishwashers, clothes dryers, hot tubs, extension cords, “spider” lamps, halogen lamps, appliances not controlled by thermostats, hover boards, candles, and incense burners, are prohibited in apartments.

d. In Hasbrouck, an air conditioning unit may be installed, but installation must comply with air conditioning installation policy. Resident is financially responsible for installation/removal and any other fees.

e. The University will make all necessary repairs to the building, apartment, equipment, and furnishings. You must report any needed repairs to Facilities Management via the online maintenance request system (housing.cornell.edu).

f. If you, as a single contract holder, or you and/or any member of your family/group have breached any conditions or terms of this contract, and/or repairs, renovations, painting, or other work are required due to your carelessness or negligence, you agree to pay all damages and costs of restoring the building, apartment, equipment, or furnishings to their previous condition.

g. You are responsible for paying for repairing or replacing any personal property of any other resident or of the university that is damaged because of you or members of your groups’ carelessness or negligence, or because you, as a single contract holder, or you and/or any member of your family/group have breached any of the conditions or terms of this contract.

h. You, as a single contract holder, or you and/or any member of your family/group may not make unauthorized alterations or repairs to the apartment furnishings or equipment.

i. The University will maintain the dwelling and equipment therein and be responsible for cutting the grass and for removing snow from the main walkways and thoroughfares. You are responsible for removing obstacles to accomplish these functions and for removing snow from your own walkway and porch.

j. Apartment and room entrances, patios, and walkways, must remain clear to provide for safe access for safety and maintenance personnel.

k. Residents of Hasbrouck are responsible for weekly inspection and testing of the carbon monoxide alarm located in your apartment, in accordance with the instructions provided by the Department of Environmental Health and Safety. You are required to document weekly testing per instructions you will receive upon checking in to your apartment. Failure to comply with this requirement will result in fines, referral to the Judicial Administrator, and/or eviction.

l. Residents of Hasbrouck and Thurston Court are responsible for monthly inspection of the fire extinguisher(s) located in your room/apartment, in accordance with the instructions provided by the Department of Environmental Health and Safety. You are required to document monthly testing per instructions you will receive upon checking in to your room/apartment. Failure to comply with this requirement will result in fines, referral to the Judicial Administrator, and/or eviction.

8. **Removal and Storage of Furnishings**

a. You may not remove University-provided furnishings from your housing accommodation or any common areas without the written permission of the Housing & Dining Contracts Office. If you do, you will be charged to have them moved back to their proper location.

b. Unauthorized removal of furnishings from common areas or from the building constitutes theft, and the persons responsible will be subject to disciplinary action under the Campus Code of Conduct and/or administrative action and/or prosecution under local or state law.

c. Storage space for University-owned room furniture and/or students’ personal belongings is not available.

9. **Noise and Other Disruptive Behavior**

a. You and your guests may not make excessive noise or otherwise disrupt the residence community or adversely affect other residents.

b. Nothing may be thrown from the windows or doors of your apartment or into the public areas of the buildings or apartment complex.

c. You, as a single contract holder, and any member of your family/group may not shake, clean, or hang anything from the windows, balconies, ledges, or roofs of the buildings or place anything on the window ledges. You may not hang clotheslines from any balcony, doorway, building, trees, or shrubbery.

d. Outdoor equipment or construction of any type may not be installed or placed on the grounds.

e. Residents may not inscribe or affix signs, advertisements, or notices on any part of the outside or inside of the buildings or premises except on authorized bulletin boards.

10. **Guests**

a. Hasbrouck Family-Partner Housing. You or members of your household may have guests in your apartment provided they are transient, do not become residents of the apartment, and do not visit for longer than 45 days in any contract year. Guests may not use the apartment location as a legal address or receive mail or packages. Guests are expected to observe all University rules and regulations. You are responsible for the behavior of your guests and for any damage they do. Overnight guests must register with the community’s designated Service Center upon arrival.
b. Thurston Court and Hasbrouck Single-Student Housing. You may have overnight guests for not more than three (3) consecutive nights in a seven (7) day period, if it is not inconvenient for apartment mates or corridor mates. Guests are expected to observe all university rules and regulations. You are responsible for the behavior of your guests and for any damage they do. Overnight guests must check in with the community’s designated Service Center upon arrival.

11. Smoking and Tobacco Use
Smoking is not permitted in your housing accommodation or in any other portion of the building, including common areas. Smoking is only permitted outside, at least 25 feet from any University building. The use of electronic cigarettes and hookahs in housing accommodations or any other portion of the building is prohibited.

12. Common Area/Hallway Use and Damages

   a. Playing sports or sleeping in any common area is prohibited.
   b. Personal belongings may not be stored in hallways, stairwells, or common areas, or on walkways or entryways.
   c. You may not plant trees, bushes, vegetables, flowers, or plants of any kind on the grounds. Designated gardening space is provided for residents of Hasbrouck (see residence staff for details). Potted flowering plants are permitted in porch areas and on sidewalks if they do not interfere with safety and maintenance personnel.
   d. You are responsible for any damages you cause to any common areas.
   e. If common areas are damaged and the responsible party is not identified, the University reserves the right to hold all residents of the floor, unit, hall or complex responsible for the cost of repair and/or replacement of damaged items. Any such joint allocation of charges does not constitute a disciplinary action or a determination of violation of any University policy, rule or regulation and will not appear as such on any University record.

13. Prohibited Belongings

   a. Due to their excessive weight, waterbeds and hot tubs are prohibited in all University housing facilities.
   b. Possession or use of weights (except small dumbbells under ten pounds) and other weight-lifting equipment in residence halls is prohibited except in designated areas.

14. Motorized Vehicles
You may not store or park any type of motorized vehicle—gasoline, propane, electric, battery-operated—in any residence hall/apartment, nor may you store any such power source. This includes hover boards. Vehicles in violation will be impounded without notice, at the owner’s expense.

15. Bicycles

   a. Non-motorized bicycles (including unicycles) must be stored in designated bicycle racks so that all exits and windows remain clear and unobstructed. Vehicles in violation will be impounded without notice, at the owner’s expense.
   b. All bicycles brought to campus must be registered with Transportation Services.

16. Abandoned Property
If you leave behind any personal property in your housing accommodation or elsewhere in or around any University building after your contract ends, the University reserves the right to sell or otherwise dispose of it without further notice.

XI. PETS
Pets are not permitted in family/partner apartments except for extremely small pets confined at all times to cages or aquariums (hamsters, guinea pigs, gerbils, birds, turtles, and fish - aquariums must be under 10 gallons). In single-student graduate housing units, only fish (aquariums must be under 10 gallons) are permitted. Such pets are approved provided that their presence, noise, odor, and waste do not constitute problems for other residents or the Campus Life staff. Pets may not be kept in corridors, courtyards, lounges, or any other common areas of the residence. Dogs, cats, and rabbits are not permitted. You are responsible for any damage to university property caused by the pet during the period of occupancy. If you violate this condition or the University Pet Policy, the pet may be confiscated, and you may be referred for departmental administrative action and/or disciplinary action by the judicial administrator. Service dogs are permitted under the Americans with Disabilities Act. Emotional Support Animals are approved in on-campus housing as a disability accommodation as determined by Student Disability Services.

XII. FIRE SAFETY
1. On-campus housing facilities are equipped with fire suppression systems and/or sprinkler systems in all residential rooms.
2. You and your guests must immediately evacuate the building and follow all residence staff directions if a fire alarm sounds. You are responsible for knowing where the fire alarm boxes are located in your building. Fire extinguishers are for use by trained personnel only.
3. The University is subject to fire and safety inspections by various agencies. If a fine is incurred as a result of your failure to comply with the terms of your Housing Contract or with any request from residence staff or other University staff, you will be responsible for the amount of the fine.
4. You must not store explosive or flammable substances in any portion of University housing. Hover board are prohibited in University-owned housing. No open flames are permitted, except those related to certain special events with prior permission, and when flame is in an approved, enclosed glass container and a staff member is present.
5. You may not hang anything from sprinkler pipes or any part of the fire sprinkler system.
6. You must not activate false alarms, interfere with the proper functioning of the fire-alarm system, or tamper with or remove smoke detectors, fire hoses, extinguishers, or fire-fighting equipment. Violators may be subject to disciplinary action under the Campus Code of Conduct or state or local law. Activating a false alarm is a Class A misdemeanor and can result in a one-year jail term and/or a $1000 fine for the first offense.

XIII. EXTERIOR AERIALS, ANTENNAE AND DISPLAYS
You may not place exterior aerials, antennae, flags, or other display materials outside your room/apartment or extend them from the building. You may not splice internal cables and run them in to a room/apartment.
XIV. WEAPONS
You may not possess or use rifles, shotguns, pistols, and other firearms or ammunition, archery equipment, gunpowder, fireworks, air rifles, air pistols, or any other dangerous instruments in your housing accommodation or anywhere else on University property.

XV. DRUGS AND ALCOHOLIC BEVERAGES
You, as a single contract holder, or you and/or any member of your family/group and your guests must obey federal, state, local, and community regulations on alcoholic beverages and illegal drugs. University policies on alcoholic beverages and other drugs are also applicable.

XVI. SECURITY AND SAFETY
You are responsible for maintaining the security of your apartment. You may not alter or replace the present locks or other security devices or install additional locks or other security devices.
1. Residents must not put themselves or others at risk and must not offer access to locked buildings to strangers or unauthorized persons.
   Residents purposely violating security policies by propping exterior doors or modifying latches may be subject to disciplinary action, including restitution for damages. All windows in unoccupied space must be closed and latched.
2. Residents are not permitted on roofs, ledges, or overhangs. Residents are not permitted to climb the exteriors of buildings.
3. Keys must remain in your possession at all times. You must report loss of keys to your Service Center and file a report with CU Police within 24 hours. You will be charged for replacement lock core and keys.
4. If you lose your ID card, you must report it as a “lost card” to be replaced within 72 hours if not found. Lost card notification and replacements occur at the University Registrar’s Office.
5. If an alarm sounds, all occupants must vacate the building. Occupants must not re-enter the building unless instructed by safety personnel.

XVII. SOLICITING, CANVASSING, AND LEAFLETING
Soliciting, canvassing, and leafleting are generally not permitted in any University housing. The Department of Campus Life may grant permission if requests are made in advance to the Graduate Residence Manager.

XVIII. REPOSESSION BY THE UNIVERSITY
The University reserves the right to repossess student rooms, residence hall facilities and apartments in the event of an epidemic or other emergency.

XIX. LIABILITY AND INSURANCE
1. The University shall not be liable, directly or indirectly, for any loss of or damage to any article of personal property or vehicle located anywhere on University property caused by fire, water, steam, the elements, insufficient heat, loss or surges of electricity, the actions of third persons, or any other cause beyond the control of the University.
2. In the event of damage by fire, water, steam, or other agents that render a room/apartment unfit for occupancy, the University reserves the right to reassign you to alternate university housing accommodations. If alternate quarters are not available and the room/apartment is unfit for occupancy for more than thirty days, the University may terminate your Housing Contract and you will be entitled to a prorated refund of any housing charges for that period that have been paid. There will be no further entitlement to any other recompense or damages for such cancellation.
3. Your personal property is not covered by University insurance. The University strongly encourages all occupants to obtain renter’s insurance.

It is the policy of Cornell University actively to support equality of educational and employment opportunity. No person shall be denied admission to any educational program or activity or be denied employment on the basis of any legally prohibited discrimination involving, but not limited to, such factors as race, color, creed, religion, national or ethnic origin, sex, sexual orientation, age, or disability. The University is committed to the maintenance of affirmative action programs, which will assure the continuation of such equality of opportunity.