

Resident Handbook
2009-2010
August 26, 2009 – May 26, 2010

Please program these emergency response numbers for Public Safety
into your cell phone and/or keep them in your possession:

718-997-5911

718-997-5912

Edition I-1

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WELCOME!

Congratulations, you are now a part of The Summit community at Queens College!

The Summit staff and Queens College are excited to have you as a part of our inaugural community. We will make every effort to help you be both academically and socially successful at Queens College. By choosing to live on campus, you have already made a great college decision!

Throughout your Summit experience, we ask you to be mindful of the following citizenship considerations. Doing so will enhance your experience and the experience of the greater Summit community and Queens College community.

CITIZENSHIP CONSIDERATIONS

1. Act Safely
 - a. Personal
 - b. Property
 - c. Community
2. Stay Informed
 - a. Check your Queens College email and website
 - b. Pay attention to postings
 - c. Know and adhere to the contents of the Resident Handbook
3. Impact Positively: Consider how your actions impact those around you
 - a. Noise
 - b. Sustainability
 - c. Safety
 - d. Damage
 - e. Guests
 - f. Integrity
 - g. Courtesy
 - h. Respect
 - i. Ethics
 - j. Diversity
4. Achieve Academically
 - a. Attend class regularly
 - b. Sit in the front
 - c. Study your notes after class, and 30 minutes before the next class occurs
 - d. Create study groups
 - e. Visit your professor's office hours
 - f. Start papers and projects early
5. Get Involved
 - a. Attend a program
 - b. Share an activity idea with your Resident Assistant
 - c. Join the Residence Hall Association
 - d. Volunteer
6. Share the good news about living in The Summit
 - a. Encourage other prospective Queens students to live here
 - b. Volunteer to use your room for tours
 - c. Participate!

RESIDENT HANDBOOK: PURPOSE

This handbook is provided to help you become familiar with your rights and, as importantly, your responsibilities as a community member in The Summit. The Resident Handbook will also provide information regarding safety, maintenance, and resident accountability.

Beneficial community living requires that members enjoy their own residences while observing community standards that govern relationships with other residents, visitors, and staff, and that respect the premises in which all live. This Handbook is provided as a source of information to help ensure that all residents are familiar with their rights and responsibilities in order to achieve our goal of providing a convenient, secure, comfortable, and vibrant residence. The Resident Handbook may answer many of your questions, but if not, please consult a staff member. Your resident assistants and professional staff are available to assist you should you have questions, ideas, suggestions, and/or wish to become more involved in community and campus activities. Please take the time to read the Resident Handbook and learn more about your new campus home.

The atmosphere and programming at The Summit reflect the fact that most of the residents are students. A college experience should enrich the lives of students not only through their education in the classroom, but through interactions with persons from different cultures, religions, and geographical areas, who may have diverse educational interests. While a college education focuses on individual intellectual/academic development, these are also the years to develop the strong sense of community and social responsibility that should be the lifetime legacy of an education. Living in a residential community expands these opportunities and enriches the intellectual, cultural, and social development that is the ultimate reward of attending college. These advantages come from interactions with residents and staff, through involvement in the programs provided by and for The Summit residents, and through participation in activities of our extraordinary college, Queens College, a member campus of The City University of New York ("CUNY"). These are the reasons that Queens College and CUNY had this residence hall built for you on this impressive campus.

In light of the unfettered opportunities for residents to attend any public function or presentation on the Queens College campus, and to preserve the ambience of a residential community in The Summit, no commercial, cultural, religious, or governmental organization will be permitted to establish itself in any area of The Summit for the purpose of contacts with residents either through discussions or through the distribution of materials.

A Note about Communications

It is important to use your Queens email account as many college and faculty announcements are delivered this way. To familiarize yourself with the technical aspects of being a Queens College student, take time to explore <https://cams.qc.cuny.edu/>. There is a tutorial page offered to help guide you through the website.

Residents can contact the Summit staff via e-mail at *QC.TheSummit.Housing@qc.cuny.edu* or by phone at 718-997-4881. There will also be a 24-hour courtesy desk and RAs on duty each evening to assist with questions and concerns.

To use a campus phone dial 9 for an outside line, then 1, and then dial the number. To dial an on-campus number, dial 7 and the last four digits of the number. For example, if you were calling the Summit Office from a campus phone you would dial 7-4881.

WHAT'S NEARBY!

FLUSHING

Queens Zoo- The zoo is home mostly to animals native to North America. The Queens Zoo is the only one of the five zoos in New York City to exhibit Spectacled Bears.

Queens Botanical Garden- Check out their calendar of events! <http://www.queensbotanical.org/programs/events?o121454=>

Bell Boulevard- Lots of restaurants and shopping. Make a day of it!

Citi Field- Check out a Mets game!

Flushing Meadows-Corona Park- The US Open, NY Hall of Science, Queens Museum of Art, and more!

CAMPUS EVENTS

Through tuition and student fees, you have already paid for various tickets to events. Be sure to take advantage of the many social opportunities this year!

- If you enjoy sports, you may attend, basketball, volleyball, soccer and many other sporting events. For more information you may visit the Athletics website.
- If you are interested in theatre, check the calendar for Queen's very own productions or head into Manhattan to see a Broadway show!
- The Summit staff also facilitates programs in/around the residence hall. These will range from social events to academic topics you may not be exposed to elsewhere....events you will not want to miss!

ACADEMIC RESOURCES

Queens College does an excellent job of providing extra services to help you succeed. Take advantage of these services!

Now that you live on-campus, you have easier access to your professors. Feel free to stop by your professor's office during his/her office hours to get answers to your questions.

The Writing Center in Kiely 229.

- If you need help proof reading or if you are just struggling with a paper
- The office hours are on their website: <http://qcpages.qc.cuny.edu/qcws/>

Your Summit neighbors:

- Ask other Summit residents if they are taking (or have successfully taken) similar classes.
- If you are unsure of a location, or how to accomplish a specific task, ask your RA. They are here to assist you and are a wealth of information just a few doors down from you!
- Take advantage of the common area spaces!

LIBRARIES

	Library Hours *Subject to change during holidays*						
	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Rosenthal	11:00am-6:00pm	9:00am-10:00pm	9:00am-10:00pm	9:00am-10:00pm	9:00am-10:00pm	9:00am-6:00pm	11:00am – 6:00pm
Art Library	11:00am-5:00pm	9:00am-8:00pm	9:00am-8:00pm	9:00am-8:00pm	9:00am-8:00pm	9:00am-5:00pm	11:00am-5:00pm
Music Library	Closed	9:00am-7:45pm	9:00am-7:45pm	9:00am-7:45pm	9:00am-7:45pm	9:00am-4:45pm	Closed

Student Resource Directory

Issue	Department	Location	Phone
Academic Advising	Academic Advising	Kiely Hall 217	997-5599
Academic Support	Academic Advising	Kiely Hall	997-5670
Activity Information	Student Life	Student Union 320	997-3970
Alcohol Abuse Information	Health Service Center	Frese Hall 310	997-2760
Alumni Information	Alumni Affairs	Alumni Hall	997-3930
Birth Control Info.	Health Service Center	Frese Hall 310	997-2760
Books & Supplies	Bookstore	Student Union	997-3570
Campus Regulations	Student Affairs	Frese Hall 102	997-5500
Career Information	Career Development	Frese Hall 213	997-4465
Class Schedules	Registrar	Jefferson Hall	997-4400
Copy Machines	Copy Center	SU/Dining Hall	997-3946
Counseling Services	Counseling & Advisement Center	Frese Hall	997-5420
Peer Services	Counseling & Advisement Center	Frese Hall	997-5420
Course Add/Drop	Registrar	Jefferson Hall	997-4400
Degree Requirements	Registrar	Jefferson Hall	997-4400
Drug Abuse Information	Counseling Center	Frese Hall	997-5420
Employment Information	Career Services	Frese Hall 213	997-4465
Financial Aid Information	Financial Aid	Jefferson Hall	997-5123
Food Service Catering	Chartwells	Dining Hall	997-0328
Fraternities/Sororities	Student Life	Student Union	997-3970
General Information	Student Affairs	Frese Hall 102	997-5500
Gym Information	Athletics	Fitzgerald 204	997-2795
Health Concerns	Health Service Center	Frese Hall 310	997-2760
International Students	International Students & Scholars	Student Union 327	997-4440
Internships	Individual Departments	Frese Hall	997-4465
Intramural Sports	Rec. Office	Fitzgerald 204	997-2795
Job Placement	Career Center	Frese Hall 213	997-4465
Library Information	Library	Library	997-3700
Lost and Found	Public Safety	Main Gate	997-5911
Lost ID	ID Cards	Jefferson 201	997-4445
Mail Service	Mail Services	Dining Hall 010	997-3042
Meal Plans	Chartwells	Dining Hall	997-0328
Off Campus Living	Student Life	Student Union	997-3970
Orientation	Academic Advising	Kiely 217	997-5599
Parking Registration	Parking	Jefferson 201	997-4443
Payment of Fees	Bursar	Jefferson 200	997-4515
Religious Concerns	Student Union	2 nd floor	997-3969
Resume Writing	Career Development	Frese Hall 213	997-4465
Scholarship Information	Financial Aid	Jefferson 202	997-5123
Student Government	Student Association Office	Student Union 319	997-3965
Student Teaching	Education Dept	Delany G10	997-5545
Summer Housing	Residence Life	The Summit	997-4881
Summer School Info.	Registrar	Jefferson 1 st floor	997-4400
Transcripts	Registrar	Jefferson 1 st floor	997-4400
Withdrawal	Registrar	Jefferson 1 st Floor	997-4400

*All phone numbers are in the 718 area code

SUMMIT STAFF

64-80 Kissena Blvd Flushing, NY 11367 718.997.4881

SUMMIT Office Hours:

Monday-Friday: 8:30 a.m. – 5 p.m.

After business hours, the RA on Duty can be reached by contacting the courtesy desk

PROFESSIONAL STAFF

DIRECTOR OF HOUSING AND RESIDENCE LIFE (DRL)

- Primary responsibility is the overall management of the Summit community, including facilities, residence life, administrative operations, supervision of employees, and budget management

ASSISTANT DIRECTOR(S)

There are two assistant directors: one oversees residence life (ADRL) and the other oversees operations (ADO):

- ADRL supervises the RAs, assists with programming efforts, and processes student conduct cases.
- ADO is responsible for overseeing all administrative tasks associated with assignments, accounts receivable, accounts payable, and supervises desk assistants (DAs).

OFFICE COORDINATOR

- Answer and direct phone calls and email to appropriate persons
- Maintain and office equipment: fax, phone, postage, copier, scanner and computers
- Perform clerical duties as needed: filing, photocopying, collating, and managing documents
- Manage work orders: write requests, file completed work orders, etc.

MAINTENANCE: SUPERVISOR AND TECHNICIAN

- Responding to work orders
- Performing preventative maintenance
- Keeping our facilities in good condition by either doing it themselves or enlisting a vendor.

SECURITY GUARDS:

- Assist with courtesy desk tasks, including, monitoring guest and resident traffic
- Assisting The Summit staff in cases of medical, psychological, and maintenance emergencies
- Collaborate with Public Safety
- Provide overnight coverage

VENDORS:

- The Summit will occasionally enlist a variety of vendors to provide services to ensure a smooth operation. Examples of vendor service include laundry, extermination, vending, etc. If you ever have questions and/or concerns about a vendor, please contact The Summit office.

Capstone Management: Capstone On-Campus Management, LLC has been appointed by the Owner of The Summit, Q Student Residences, LLC, with the consent and approval of City University of New York (CUNY), as the exclusive agent for the management of The Summit. Capstone operates The Summit, but does not own The Summit. While Capstone is a private company, Q Student Residences, LLC is a not-for-profit limited liability company whose sole member is the Queens College Special Projects Fund, Inc., a not-for-profit 501(c)(3). The Summit's operational guidelines, practices, policies, etc., are determined by Q Student Residences, LLC and Capstone On-Campus Management, LLC as management agent, in consultation with Queens College in the interest of a seamless partnership that benefits the Queens College, CUNY community, and residents of The Summit. References to "The Summit" in this handbook indicate that Capstone On-Campus Management, LLC is the "agent" authorized to act on behalf of the owner and institution in the management of The Summit.

PARAPROFESSIONAL STAFF

RESIDENT ASSISTANTS (RA)

Resident Assistants are student residents who have been trained as peer resources for The Summit. The "RAs" have knowledge of The Summit and Queens College resources, and they will help in the development of constructive relationships among The Summit residents. Residents will receive information on how to contact the RAs. Your contact with these student leaders, who are carefully selected for their ability to serve as peer mentors, may well be one of your most satisfactory associations at The Summit, and you are encouraged to call upon them for help and support.

Student residents interested in becoming RAs should contact The Summit Office for an application and explanation of the selection process, which will typically begin in Spring semesters. Minimum qualifications include: full time student status at Queens College; a minimum 2.5 GPA; sophomore classification or above at the start of employment; attendance at Queens College for at least one semester; and good financial and judicial standing with The Summit and Queens College.

RAs serve in several important roles in order to assist you with your educational and social pursuits. These are:

Emergencies:

RAs are trained in emergency response procedures for situations involving serious physical illness and injury, psychological crisis, and threats to physical safety such as fires, major power failures and dangerous weather.

Peer Advising and Counseling:

RAs assist students with questions and with personal and academic problems, and they are trained to provide referrals to resources on campus for more in-depth assistance.

Behavior Management:

RAs direct students to information in the Handbook in order to be familiar with the residence hall rules, and they assist students in deciding upon mutual expectations. RAs also confront students when rules are broken and assist fellow students in learning how to confront and enforce expectations with peers.

Administrative Tasks:

RAs work with students on some basic administrative tasks that concern living unit assignments and physical facilities.

Planning Activities:

RAs work with students, faculty members and others to plan social, recreational and educational activities for residents. These are the most important roles in which RAs serve on your behalf, but they may serve in other supportive functions as well as those specifically listed. You will have an opportunity to evaluate your RA's performance through the use of a written evaluation during the year.

Role Model:

In the course of their work, RAs, like all students, are expected to adhere to the policies described in this Handbook. Should you ever have questions about your RA's performance or his or her behavior toward you, or if you feel that your RA's actions have been unfair or inappropriate, you may contact The Summit Office.

DESK ASSISTANTS (DA)

Desk Assistants help to staff the front desk; guest sign-in, and other concierge-type services.

SERVICES

Mail and Package Service *(see also License Agreement, 20)*

Student Mailboxes are located on the 1st floor of The Summit. Mail should be addressed to:

Student's Name
Mailbox Number
The Summit at Queens College
64-80 Kissena Blvd
Queens, NY 11367

Mail will be delivered Monday thru Saturday by 7:00 PM. If residents receive oversized packages, they will be contacted. They will receive their packages after bringing a photo ID to the front courtesy desk and signing the package log book. Packages may be retrieved from the courtesy desk twenty-four hours a day, seven days a week. Please ensure that YOUR name, not your parent's name, or sender's name, is listed as the recipient of the package. Otherwise, the staff reserves the right to return the package/mail to sender.

Laundry

Residents are responsible for their own laundry. In case of a machine malfunction, there is a repair phone number listed in the laundry room. Laundry charges are assessed on a card system that allows residents to place money on their card and then to use that card to pay for those charges. Keep in mind that if the card is lost, stolen, or misplaced, all funds on the card are lost and cannot be replaced or refunded.

Common Areas

The Summit offers a number of common areas for residents to utilize in addition to their own living quarters.

Resident Portal

The resident portal is an online service built to assist you in communicating with The Summit staff. The online service is free to use. In order to use the portal, you must first register. The registration steps are below. The portal offers many services including work orders, contact information, room condition documentation, package information and your roommate(s) names. There is an approval process, in which you should plan to wait at least 2 business days before your account will be active if you attempt to change the email address associated with the account. You can find the Resident Portal at www.thesummitatqc.com.

How to register:

1. Go online to www.thesummitatqc.com and click on Online Payment, or, "Resident Portal"
2. Go to register now and fill out form. Use the first email address that you used on your housing application to have immediate access.
3. You will receive an automatically generated temporary password soon after registering.
4. Your registration and account must be approved prior to use so wait at least one business day before trying to login. After that length of time, log in using your temporary password and change your password.

Using the Resident Portal

1. Go to <http://www.thesummitatqc.com>
2. Click on the Online Payment or Resident Portal link on the left
3. Click Start to launch in a secure browser
4. Click to Register Now (if you have not logged in before)
5. Enter in the appropriate information, using your preferred email account
6. After you received the temporary password in your email, go and try to login.
7. Select the appropriate Tab

SAFETY AND SECURITY

Safety is a partnership dependent upon each individual community member and their guests. In order for residential communities to be safe places to live, study, and grow, cooperative efforts by all residents are essential. Our approach to safety and security rests on one simple notion: each individual observing common precautions contributes to a safe and secure place for all to live.

Consideration of others

As a member of the residential community, you have an obligation to that community and to the preservation of individual rights. You must balance your needs and desires with the rights of others. As a result, some actions may be found to be unacceptable because they interfere with the rights of other residents. Within The Summit community, you are expected to adhere to the following principles:

- Consider the rights of other residents at all times. Your actions should not interfere with the rights of another. In addition, your actions should not interfere with Queens College's and management's attempt to manage and maintain an educational environment within the residence hall system.
- Share equal responsibility for adhering to and enforcing community expectations. Each student is equally involved in developing his/her floor's community. Not only are you expected to not do anything that disrupts your community, you also are expected to assist in maintaining the standards of your community. You should report disruptions in order to maintain such standards.
- Be responsible for your own actions and those of your guests. You must accept any consequences associated with a violation of residence hall policies, CUNY Article XV, applicable laws, etc.

Missing Person Procedures

As part of the recent Higher Ed Opportunity Act, colleges are required to have systems for missing students. Simply put:

- Students over 18 year of age:
 - have the option to identify an individual (of legal age) to be contacted by Queens College/The Summit not later than 24 hours after the time that you, the student, are determined missing
 - may register confidential contact information with The Summit in the event that you are determined to be missing for a period of more than 24 hours.
- Students under 18 years of age (unless formally emancipated):
 - students under 18 years of age should be aware that the institution is required to notify a custodial parent or guardian not later 24 hours after the time that the (-18) student is determined to be missing).
- All Students
 - should be aware that staff will notify the appropriate law enforcement agency within 24 hours of when the student is determined missing.

Illness Prevention

How Influenza Can Spread Between People (from OSHA):

Influenza is thought to be primarily spread through large droplets (droplet transmission) that directly contact the nose, mouth or eyes. These droplets are produced when infected people cough, sneeze or talk, sending the relatively large infectious droplets and very small sprays (aerosols) into the nearby air and into contact with other people. Large droplets can only travel a limited range; therefore, people should limit close contact (within 6 feet) with others when possible. To a lesser degree, human influenza is spread by touching objects contaminated with influenza viruses and then transferring the infected material from the hands to the nose, mouth or eyes. Influenza may also be spread by very small infectious particles (aerosols) traveling in the air. The contribution of each route of exposure to influenza transmission is uncertain at this time and may vary based upon the characteristics of the influenza strain.

So consider the following during flu season:

- Encourage sick residents to stay at home.
- Encourage roommates and guests to wash their hands frequently with soap and water or with hand sanitizer if there is no soap or water available. Also, encourage them to avoid touching their noses, mouths, and eyes.
- Encourage roommates or guests to cover their coughs and sneezes with a tissue, or to cough and sneeze into their upper sleeves if tissues are not available; all should wash their hands or use a hand sanitizer after they cough, sneeze or blow their noses.
- Avoid close contact with their coworkers and roommates (maintain a separation of at least 6 feet). Avoid shaking hands and always wash their hands after contact with others.
- Have tissues handy and promptly dispose of in trash receptacles
- Keep surfaces, phones, computer equipment and other frequently touched surfaces and shared equipment clean. Be sure that any cleaner used is safe and will not harm your employees or your office equipment. Use only disinfectants registered by the U.S. Environmental Protection Agency (EPA), and follow all directions and safety precautions indicated on the label.
- Discourage your roommates and guests from using others' phones, desks, offices or other tools and equipment.
- Minimize situations where groups of people are crowded together, such as in a meeting or study group. Use e-mail, phones and text messages to communicate with each other. When meetings are necessary, avoid close contact by keeping a separation of at least 6 feet, where possible, and assure that there is proper ventilation in the meeting room.
- Reduce or eliminate unnecessary social interactions can be very effective in controlling the spread of infectious diseases.
- Promote healthy lifestyles, including good nutrition, exercise, and smoking cessation. A person's overall health impacts their body's immune system and can affect their ability to fight off, or recover from, an infectious disease.

Resident Responsibilities

To create a safe, secure campus, residents are expected to share the responsibility for their own personal safety as well as the security of the residential community. Therefore, residents are expected to:

- Program these emergency numbers into your phone: 718.997.5911 or 718.997.5912; use of these emergency numbers will connect you quickly and directly to QC Public Safety.
- Cooperate with guest, escort, and sign-in processes
- Not permit entrance to non-residents and/or unescorted guests
- Be aware of the location of the Emergency Phone locations around campus. These phones will connect directly to Public Safety and have no costs associated with use at times of emergency
- Do not participate either actively or passively in pranks
- Report suspicious activity, such as vandalism or trespassing, to Public Safety or The Summit staff
- Report all thefts, vandalism, or attempted thefts to the Public Safety, your RA and/or The Summit Office.
- Keep ground floor windows closed and locked, with screens in place
- Do not tamper with safety and security equipment, as it may result in serious consequences
- Lock room doors at all times
- Do not duplicate room or building keys and never loan keys to others
- Report lost keys immediately so room lock changes can be made
- Refrain from propping open building doors (interior and exterior)
- Secure personal property such as bikes, cars, jewelry, cash, or electronic equipment
- Promptly read, understand, and abide by the Resident Handbook
- Cooperate with staff, Public Safety, etc., during investigations of suspicious activity or criminal incidents
- Consider purchasing supplemental fire/theft insurance, either through your family's homeowners insurance or through renter's insurance

- Do not use sports equipment in the halls (remember, neither the College or the Summit will reimburse residents for damaged property and residents are responsible for damages)
- Inform your roommate of your whereabouts if you are gone for the weekend or overnight. However, do not post such information on the exterior door on your room or on any social networks
- Do not throw items out of the windows.
- Reduce opportunities for crime by being informed, alert, and conscientious community members

Internet Safety

E-mail, Facebook, MySpace, Blogs: Residents are strongly encouraged to maintain their personal safety on the Internet. Residents should never simply give out or post their hall/room number, location, birth-date, phone number(s), email addresses, names of roommates, etc. While Internet sites are used by many to establish social connections, not everyone will use them for honest purposes.

- Any form of bigotry, harassment, intimidation or threat that occurs as a result of use of any Internet service is prohibited. This includes, but is not limited to comments made on Instant Messenger, websites, blogs, twitters, texts, etc (user profile and/or user messages).
- Use of cameras, camera phones, digital recording devices, and/ or video equipment without the specific consent of the persons(s) being photographed, recorded, and/or videoed is prohibited. Further, residents may face criminal prosecution and/or referral to the Queens College student disciplinary process if such images or recordings are placed on the Internet or are used as part of a business operation. (Note: there is a photographic release in the license agreement (19) for marketing The Summit).

Downloading of illegal music is a huge risk! Just one illegal download can cost you \$750.

Anti-virus

Queens Students can access free anti-virus software at <http://www.Queens.edu/antivirus>. Students are responsible for obtaining, installing, protecting, and maintaining their computer's operability against spyware, adware, viruses, etc.

Bicycle Security

Park bicycles in bike racks only, secured with a lock. Do not chain them to fence posts, guardrails, stairwells, sign posts, light poles, fire equipment, trees, or anywhere that interferes with exit from the building. Improperly chained bicycles will be subject to impoundment.

Health and Safety Inspections

The Summit Staff will enter Units to conduct safety and inventory inspections and to review the condition of the facility. This is done to reduce unreported damage and increase resident and community safety. (*See also Maintenance and Care, and Housing License Agreement, 14*).

Keys and Key Fobs ("Access Card") (*See also Rules/Regulations, 15*)

Keys and key fobs/access cards are provided for the convenience and security of residents. Security and safety are of paramount concern in The Summit. Therefore, non-residents (including parents and family members) may use the premises only if accompanied by residents. Residents may not give their key fobs or room keys to anyone, including other residents. Residents who have allowed non-residents access by providing them with keys or access cards may be considered in default of the License Agreement. Never leave keys or access cards in places where they may easily be taken by others, and make sure that you know at all times where your keys and access cards are. Keys/key fobs remain the property of The Summit and must be returned at the end of the resident's occupancy and/or change in assignment. Charges of \$50.00 per key and \$50.00 for key fobs will be assessed if those items are not returned at the end of the term of the License Agreement or for replacements during the resident's occupancy. Residents may not duplicate keys. Residents may request a receipt for all keys returned to the Management.

Emergency Lockout

If a resident is locked out of his/her apartment, the resident can come to the Courtesy Desk to request lock-out assistance. Each resident is allowed one courtesy lock-out per contract year. A fee of \$10.00 will be charged for each subsequent lock-out to the resident's account. If, for any reason, staff suspect that a resident's key or key fob is lost, they may require the resident to produce the item. If not produced or after recurring lock-out services, the resident will be charged for a lock change and replacement fob (\$50.00, each).

If a resident needs a lock-out performed at a designated lock-out time, the resident will need to be physically present at the Courtesy Desk at the above-listed times to make the request. Keep in mind that once the staff member is called to perform the lock-out, the resident's account will be charged for the lock-out fee.

Residents need to have proper photo ID for residency verification purposes.

Guest Policy *(see also License Agreement, 8).*

A guest is considered any person who is not a current resident of The Summit. All non-resident guests (including parents and family members) must be signed-in by the host Resident. All non-Resident guests must have valid photo identification, such as: a school ID card; government-issued ID card; state-issued Driver's License, or passport. Guests who do not have proper ID may be denied entry to the building. The host Resident and guest must sign-in at the Courtesy Desk. Non-Resident guests under the age of 16 who do not have valid photo identification must be accompanied by a parent or guardian, and may not stay over-night unless prior approval is granted by The Summit Office. Non-Resident guests may not use the premises, unless accompanied by the Resident and/or if the Resident is on vacation or is for any other reason not present. All non-Resident guests must be accompanied AT ALL TIMES by the host Resident. Residents may not give their access card/key fob or room key to anyone. Residents who have allowed non-Resident guests access by providing them with a key or access card may be considered in default of the License Agreement and subject to student conduct processes.

The behavior of guests is subject to the same regulations as apply to residents, and it is the responsibility of the host residents, who will be held accountable for the behavior of their guests, to ensure that guests understand their rights and obligations. The Summit reserves the right to remove non-residents from the property if they are non-compliant with Summit, Queens College or CUNY policies.

Each resident is allowed to sign-in two guests at a time; however, the total number of people in a suite (including residents of the suite and their guests) at any given time should not exceed ten (10) people, even if the additional people are residents of The Summit. For a guest to stay more than 24 hours, the host resident must complete and submit a Guest Pass Application, which requires the signature of the all apartment-mates. Their signature(s) are required so that The Summit staff will have confirmation that permission for the guest's visit has been granted by all residents of that suite.

Cohabitation is strictly prohibited. No guest may stay as an overnight guest more than three consecutive nights in a seven-day period and/or six (6) days in any month, regardless of the resident host. If there are extenuating circumstances regarding the duration of stay, you may contact The Summit Office to discuss your individual situation.

Guests may not sleep in lounges or public areas of the building. In addition, guests may not sleep in the common areas of the apartment without permission from all suitemates.

FIRE SAFETY

All rooms and apartments are equipped with smoke detectors. Each apartment is equipped with a sprinkler system. Several fire alarm pull stations are located on each corridor. This equipment is monitored to ensure that it is in good working condition. If an emergency situation arises and you use the fire extinguisher, the extinguisher must be recharged. You must notify your RA and/or the RA on duty the time the emergency occurred and contact The Summit Office and/or the security desk. Failure to notify The Summit may result in disciplinary action, as well as a fee to recharge the extinguisher and any resulting damages to the property. Also, if the smoke detector in your room beeps because of a weak battery, please submit a work order through the Resident Portal.

Any person, who sets off a false alarm, interferes with the operation of the alarm system, or damages or removes any part of the alarm system for purposes other than those related to fire safety (including, but not limited to fire extinguishers, smoke detectors, sprinkler systems, or removes an exit sign) is subject to severe disciplinary sanction

Fire Safety Equipment *(see Rules and Regulations, 17, 24)*

All rooms are equipped with smoke detectors and a sprinkler system. Fire alarm pull stations are located on each floor. Tampering with fire safety equipment or setting off a false alarm makes the system ineffective and endangers the lives of other residents and will be considered violation of the Henderson Rules and result in referral to Queens College Judicial Coordinator. Any person who sets off a false alarm, interferes with the operation of the alarm system, or damages or removes any part of the alarm system, fire extinguishers, smoke detectors, sprinklers, or exit signs are subject to disciplinary action, including dismissal from The Summit..

Fire Alarms/Evacuation Procedures *(see Rules and Regulations, 17, 24)*

Residents should assume that the sounding of any alarm is valid and promptly evacuate. At the sound of the alarm, all residents are **required** to quickly and calmly exit the building.

After evacuating, do not re-enter the building for any purpose until emergency personnel directs you to do so. Failure to comply with re-entry instructions, and/or evacuate during an alarm will subject you to disciplinary action from the College staff.

Fire Safety: Prohibited Actions and Items *(see Rules and Regulations, 6, 17-19)*

- Smoking inside any part of The Summit
- Use of halogen lamps or neon signs
- Failure to comply with procedures established for health, maintenance and safety concerns
- Use and/or possession of fireworks, firecrackers, or dangerous/flammable chemicals
- Use of an open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of The Summit
- Interference or tampering with fire safety equipment including smoke detectors and/or sprinkler equipment fire extinguishers, alarm pull stations, etc.
- Movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Director or Assistant Director or his/her designee
- Use and/or possession of appliances in rooms which have open or exposed heating elements (e.g. hot plates, toaster ovens, space heaters, sunlamps, halogen lamps)
- All appliances without U.L. approval
- Use of refrigerators in personal bedrooms in excess of 2.5 amps
- Microwaves over 600 watts.
- "Piggy-backing" surge protectors is prohibited and plugging more than one surge protector in an outlet

Candles/Holiday Decorations *(see Rules and Regulations, 17-19)*

Holiday and other celebrations that typically involve the lighting of candles and/or string lighting may be observed, with permission of the Management, only in a common area downstairs visible to Security, and only if conducted in a

manner that does not trigger fire safety systems. Examples of such events include, but are not limited to the lighting of the Menorah during Hanukkah, lighting of the Kinara during KWANZAA, or the lighting of Christmas trees during Christmas. These rules apply to such occasions:

- Candle, incense, or other open flames are not permitted, even as decorations; this includes birthday, Shabbat, yarzeit and holiday candles.
- Garbage Bags or other flammable material may not be used for decorations.
- Room/apartment and individual lights may not be covered for any reason.
- Live trees are prohibited; artificial trees made of aluminum or any other metal may not be wired with tree lights.
- Doors: Summit entrance doors, doors and windows in other public areas, and doors in student rooms may be decorated in a manner that does not deface or damage property, create a fire hazard or result in resident complaints. No more than 50% of doors may be covered at anytime. Material that is difficult to remove or might result in damage, such as artificial snow, is not permitted.
- Decorations that violate any established policies are prohibited.
- Empty alcohol bottles may not be used as decorations of any sort.
- All lights or other decorations must be approved by the RA for your area.
- Extension cords may not be used.
- No protrusion through/around windows or screens.
- Any structures or decorations that do not meet the standards set by The Summit Office and the Fire Marshal will be taken down immediately. If the required changes are not made, The Summit Staff reserves the right to remove all structures from the room and bill the resident for the cost of removal. Failure to remove or redesign items may result in a disciplinary action.

Fire Exits

The fire exits are for emergency use only. These exits are alarmed and monitored. Other than during emergencies, entrance to and exit from the building is only at the main entrance, which is serviced by security officers. Improper use of fire exits may result in disciplinary action, up to and including License Agreement termination.

Neither The Summit nor Queens College is responsible for loss or damage to personal property of residents. We encourage you to carry personal property insurance. If applicable, you should check your parents' policy to see if your property is covered in your room or apartment unit.

EMERGENCY SITUATIONS

If the situation places the resident/guest in imminent bodily risk or risks the safety of others, contact 718-997-5911 or 718-997-5912 first. Please program these numbers into your cell phones!!! According to Public Safety, doing so will elicit the most expeditious response.

If you need The Summit Office, or someone on duty, the number is: 718-997-4881

Health and Wellness

Medical Emergencies

- Dial 718-997-5911 to connect to the Queens College Public Safety. If you are able, please also notify the RA on Duty by visiting the courtesy desk
- If a medical emergency occurs, please do not crowd the area or panic
- Summit professional and student staff cannot transport residents. You may consider telling your roommate where to locate your insurance information and the name/telephone number of an emergency contact
- Student Refusal of Ambulance. As a resident member of The Summit community, you will be expected to comply with the directives of Queens College officials in performance of their duties. The Henderson Rules, as implemented by Queens College, specify that failure to comply with reasonable directives from Queens College Staff and/or Public Safety is a violation of those Rules, and failure to comply may result in disciplinary action. The ambulance crew may determine that an involuntary transport is necessary depending on the degree of emergency.
- Return to Campus after the medical emergency: the resident must check-in with The Summit Office staff member who is on duty immediately upon return to The Summit
- The Summit will request voluntary emergency information from each resident, including emergency contact information and relevant medical history information that may be crucial for timely and accurate treatment

Mental Health Emergencies

Mental Health crisis behaviors include, but are not limited to: disturbances in thoughts, feelings, or actions so severe that an immediate response is needed. They also include:

- Suicidal intentions
- A threat of violence or imminent harm to others, whether by intention, error in judgment, or passive neglect
- Confusion, disorientation, hallucinations, or delusions
- Extreme anxiety or obsessive thinking
- Severe distress may be precipitated by a traumatic event, such as an assault, sexual or otherwise, the loss of a relationship, or the death of a friend or family member

Residents who feel they, or someone they know, may be experiencing a mental health crisis are strongly encouraged to seek assistance from staff member and/or emergency responders: 718-997-5911 or 718-997-5912. The Summit will consult with Student Affairs or designee on all student conduct that may be connected to a mental health issue

Sexual Assault

- The RA on Duty can assist you in reaching a Housing Professional, who can also provide information on options and resources in the immediate area.
- Victims of sexual assault are encouraged to seek medical assistance for their physical safety, emotional support, and the potential preservation of evidence (should the decision be later made to prosecute the assailant).

Counseling

The Queens College Counseling and Resource Center, located on the first floor of Frese Hall, offers services to help manage stress, depression, and anxieties including the serious problem of test anxiety. They can also guide you through conflict resolution, anger management, relationship issues, and provide you with academic counseling. Staff at the Counseling and Resource Center understands the pressures of a College environment, and are there to help you achieve your personal and academic goals. Below is a partial listing of the services offered by the Counseling and Resource Center. If you need attention in one of the following areas or an area that is not represented below, please call the Center at 718-997-5420 to arrange a consultation with one of our professional counselors.

- Personal Counseling
- Couples Counseling
- Group Counseling
- Sexual Assault & Abuse
- Rape Issues
- Dating Issues
- Domestic Violence
- Co-Dependence
- Substance Abuse
- Eating Disorders
- Stress Management
- Time Management
- Self-Esteem
- Assertiveness Training
- Consultation
- Sexuality Issues
- Mental Illness
- Depression

Inclement Weather Conditions

- In the event of emergency weather conditions emergency procedures will be issued by The Summit Office. *(See also Emergency Situations, Emergency Preparedness)*

Emergency Preparedness

Although we hope emergencies will not happen, it is best to be prepared. The Summit staff will do their best to help you, but you need to do your part as well. Follow the three steps below and you will be ready!

- Make a Kit - You should have a few emergency supplies stashed away in case of an emergency. If you have a car, you should have two kits, one in your apartment and the other in your automobile. These kits should include: water & food (non-perishable), can-opener, first aid supplies, flashlight/batteries, battery-powered AM/FM radio, corded telephone, and medication or any other special item you can't do without.
- If you are evacuated to a campus emergency location, or instructed to evacuate, you will only be able to bring minimal belongings, so be sure that you have the following supplies accessible to be quickly packed at all times: clothing, pillow/blanket, towel & soap, toothbrush/toothpaste, shower shoes, medicine, flashlight, padlock, phone card, snacks, something to do (books, games, etc). Consider preparing an evacuation list so you can quickly (and sufficiently) pack
- Make a Plan - If an emergency occurs, you want to know what your resources are, and have a plan ready. Keep the following issues in mind when drafting your personal emergency plan:
 - If you had to evacuate campus for a few days, where would you go in the local area?
 - Do you have an out-of-state contact to help you communicate to your family members? It may be easier to make a long-distance phone call than to call across town if local circuits are busy.
 - Will The Summit staff be able to contact you with updates about the situation? Make sure you keep your emergency contact information up-to-date with the The Summit Management Office.

BE INFORMED... about FIRE ALARM procedures and ASSEMBLY AREAS

If the fire alarms sound, you must evacuate the building. Exit your apartment and go to the nearest stairwell –Go down to the first floor, exit the building, and proceed to the assembly point listed in the chart below. Find the staff member assigned to your assembly point and remain at the assembly point until the staff member authorizes you to re-enter the building or directs you to another location.

For: Non-Fire alarms: sidewalk in front of library entrance

For Confirmed Fires: Powdermaker Hall lobby; Public Safety will grant access

Note: Fire drills will be conducted each semester in accordance with QC process and timeline as managed by Public Safety

... about emergency preparedness

You can find more information about emergency readiness at www.ready.gov or www.fema.gov. Help your RA plan a program to prepare residents for what to do in case of emergency. You'll learn a lot in the planning and will help your fellow residents learn too!

Facilities (*See Facilities Frequently Asked Questions, Situations that would be considered emergencies*)

OCCUPANCY MANAGEMENT

Request for specific space/roommate(s)

The Summit community does not guarantee to assign a resident a specific space in a specific building nor does it guarantee to assign a specific roommate(s) to share the space, but will attempt to honor specific requests of this sort whenever possible. Failure to assume assigned space may result in additional charges.

Room Changes (*See Rules/Regulations, 10*)

Residents who wish to change their room assignment should contact the Summit Office. However, room changes are able to be approved only if space is available. There may be damage assessment(s) and administrative charges for the space being vacated, cleaned, and repaired. Also, student changing rooms must accept any associated rate changes.

Right to Reassign (*See license agreement, 15*)

The Summit staff reserves the right to reassign residents to another building and/or bedroom in the event there is a need to provide for renovation or repair of the community. If The Summit staff initiated renovations or repairs become necessary, every effort will be made to minimize the inconvenience to residents and, whenever possible, advance notice will be given to residents as to the nature and time of the work which will be done.

Right of Inspection and Entry (*See license agreement, 14*)

The Summit or its representative or designee may enter the apartment/bedroom at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary, and at all times during an emergency. A request by any other resident of the apartment shall also constitute permission for The Summit or its representative or designee to enter into the Unit. A maintenance request by a resident shall constitute consent of Summit staff to enter the room. The Summit reserves the right to conduct an administrative search when there is reasonable suspicion of the presence of prohibited items (as outlined in the Resident Handbook) that may be considered a danger or hazard to the health and welfare of the Resident and greater resident community and/or a violation of law.

Requests for Release from License Agreement (*See License Agreement, 4*)

The resident may request a release from the License Agreement by submitting a written request to the Summit Office. However, simply submitting a request does not automatically result in the release being granted. Requests will be processed and reviewed based on the contents and stipulations of the License Agreement. In all instances, the burden of proof shall lie with the resident to demonstrate compelling grounds for early termination, accompanied by supporting documentation. The resident must follow the following procedures (subject to change) to request termination; provide written notice of intent to vacate, reason, and documentation (accepting that simply vacating the premises does not release the resident of the financial commitment outlined in the License Agreement). Typically, the only acceptable reasons for release from continued financial obligation to The Summit are: withdrawal from Queens College; study abroad; graduation; military service.

Checking Out

Upon the completion of the License Agreement term, or during a room change, the following steps must be completed after instruction from The Summit Staff:

1. Contact your RA to pre-arrange a time to check-out. Failure to arrange a check out time may cause a delay.

2. Remove all of your personal belongings, trash, decorations, and/or alterations. The RA will not be able to grant you a "proper" check-out until all personal items and trash are removed. Any items left behind will be considered abandoned and discarded at the owner's expense.
3. Return all furniture to its original location; check drawers for forgotten contents
4. Clean your bedroom and bathroom; vacuumed/swept and returned to check-in ready condition
5. Meet your RA at your scheduled time and accompany him/her for formal assessment of your room (via the relevant Room Condition Report(s) and check-out verification. Residents who fail to schedule a check-out, or, are not ready at the scheduled time must wait until there is staff available to assist and may be charged an improper check-out fee
6. Give your key and key fob to the RA (there are charges associated with the replacement of each, if not returned during the check-out process).
7. Once you have checked-out, or the move-out deadline has passed, you may not remain in The Summit without prior written approval from The Summit Staff.
8. Simply returning keys neither cancels a License Agreement nor constitutes a proper checkout.
 - o Students may be charged a daily room rate (or holdover fee of \$100/day (*see License Agreement, 13*)), at the discretion of the Director, based on the date the staff member completes the room condition report, which is not necessarily the departure date

See also Section 11, Rules and Regulations: Agent shall inspect the apartment and common areas upon Resident surrendering the premises and common areas, and any damage thereto which is deemed by the Agent to have arisen during the Resident's occupancy and use of the Premises. Resident is not required to be present at the time of the move-out inspection; however the Resident may request an inspection appointment for a joint inspection by Resident and Agent. Such appointment must be requested at least seven (7) days prior to move-out, and all of the Resident's possessions must be removed by the time of the inspection. Resident shall surrender the premises and common areas in a clean and sanitary condition.

Condition of Premises (Damage Billing) (*See License Agreement 9, 30; Rules/Regulations 16, 25*)

Residents are responsible for any and all damage or destruction to their room/common area caused, directly or indirectly, by resident or resident's guests or invitees. As of the License Agreement termination date, Apartments and the assigned rooms shall be in check-in ready condition, except for reasonable wear and tear.

Abandoned Items (*See License Agreement, 13*)

In the event that any items of personal property are left in the building after the housing contract has been terminated whether by expiration of the term or otherwise, The Summit Office will consider such items to be abandoned. Thus, any items that remain in the room after any of the following will be considered abandoned and discarded at the owner's expense. "Damage" charges may also be assessed due to the amount of work necessary for staff to remove the abandoned items and restore the condition of the bedroom/apartment after a check out:

- After the advertised Summit closing deadline
- After an administrative removal, relocation, or room change deadline
- For non-approved extensions (extensions must be requested and approved in writing, in advance).

Storage

The Summit offers no additional storage nor is obligated to provide such space beyond the resident room assignment. Furthermore, during low-occupancy periods, such as holidays and breaks, residents are encouraged to take non-essential valuables home.

MAINTENANCE AND CARE

Room Condition Report (RCR) – establishes the condition of the living space and its contents at the start of occupancy, and therefore, allows for important occurrences:

- Allows the new resident to identify and report needed corrections (via work order)

- Items not repaired (because they may indicate *normal wear and tear*) and/or deferring the maintenance does not represent a safety threat, would be established as NOT the fault/responsibility of the new resident

Residents are strongly encouraged to complete the information contained in the "RCR" so that they are comfortable that it accurately portrays the condition of the room upon their arrival. Resident's failure to complete the Room Condition Report within 72 hours grants The Summit staff to assume no damage was found in any sections of the living space.

Completing Your Online RCR via the Resident Portal

1. You must complete your RCR within 3 days of moving into your apartment. After 3 days, The Summit will complete the RCR as complete and any damages noted upon move-out may be billed to your account.
2. Sign into the Resident Portal
3. Click on the RCR tab
4. Click on View
5. Click on "Check All Good" to mark all items as good. This will save you time in completing the form
6. For any item which is not in good condition with little to no wear and tear, change the selection to one of the following:
 1. "Damaged - Needs Attention" if the item is damaged and needs to be repaired or fixed or cleaned.
 2. "Damaged – Note Only" if the item is damaged but does not need to be repaired (i.e. wall has a small scuff mark but doesn't need to be painted)
7. Enter a description of the damage for any item that you didn't mark a status of "Good". Be as specific and concise as possible.
8. While entering the condition of your room, save your RCR periodically to prevent loss of data due to a time-out of your account.
9. Enter any general comments regarding the condition of your apartment/room in the bottom box.
10. Click Save/Complete to enter your RCR into the system. Once the RCR is completed, it is no longer available for editing.

The RCR will be reviewed by the housing staff and if there are any items which require repairs, a work order will be created by the end of the next business day. If any of the items requiring repairs are an emergency, please contact the office or the RA on duty immediately.

Completing a Written RCR (if online version is not yet available): To complete the form, write a short description of any damage that currently exists in your unit. Be as specific as possible using numbers, dimensions and descriptions. For example, if your kitchen counter has a scratch in the laminate, you might write "2 inch scratch near sink" in the move in column in the kitchen section next to "counter". If you have any questions about how to complete the form, please contact your Resident Assistant for help. RCRs are used when you move out so you will not be charged for any pre-existing damages in your apartment.

If there are any items that need correction in your room, please submit a maintenance request for the repair. Maintenance requests can be submitted via email and/or the "resident portal" on our website.

Work Orders - Visit the Summit Office and complete a work-order, call the front desk, or submit an electronic work-order. Please note that although efforts are made for same-day response, work order requests will be prioritized based on severity of need. In some cases, multiple visits to the room may be necessary, but in most cases the repair can be resolved with one visit.

Bedroom Furnishings - take good care of the furniture so that at the termination of this License Agreement it is in as good a condition as received, with reasonable wear and tear excepted.

- a. Residents shall not (themselves or their guests) disassemble any existing furniture or fixtures

- b. Existing furniture shall not be removed from the Resident's assigned room without written permission from The Summit Office.
- c. No oversized and/or heavy furniture is permitted in any room, including, but not limited to, lofts, wood structures, bars and waterbeds, all of which are strictly prohibited
- d. The use of both temporary and permanent hot tubs is prohibited.

Respect that Common Area (Lounge) furniture is intended for the enjoyment of all Residents. This furniture is not to be removed from common areas. Missing furniture will be considered stolen and reported to Public Safety.

Lofting Policy

May I build my own loft? No. The Summit does not endorse the construction of lofts, nor the possession of loft-making materials ("Kits").

What makes beds in The Summit sufficient? Versatility; beds chosen for The Summit have adjustable heights that allow for under-bed storage. Some bedrooms will have bunked beds (in order to allow ample room for furnishings and necessary egress), and some will have beds which can be bunked if both roommates in the affected bedroom co-sign a request for the beds to be bunked.

Why must I submit a work order to have my bed bunked or de-bunked? In the interest of safety, we ask that only our maintenance staff bunk/de-bunk our beds.

Why must my roommate(s) consent to the bunking/de-bunking? Apartment mates need not consent, but those who share a bedroom must consent since furnishing placement affects both roommates. If a new bedroom roommate is assigned, the matter must be renegotiated. The Summit prefers consensus between roommates in decisions that affect both residents.

If I do not like the furnishing configuration options in my bedroom, may I change apartments? Requests for room changes may be submitted through The Summit management office. Factors affecting permission to change rooms include, but are not limited to space availability. All room changes incur a \$100.00 room change fee and the student changing rooms must sign an amended license which includes accepting a rate differential (which may result in a rate increase) and, if so, resolving that differential prior to completing the room change.

ENVIRONMENTAL CONSIDERATIONS

Health and Safety Inspections

For everyone's safety, Health & Safety Inspections will be conducted by the RA and/or other staff members as posted. It is your responsibility to clean and maintain your room and ensure your room meets the standards of cleanliness and safety as described in the License Agreement. The purpose of health and safety inspections is to ensure resident's proper care of the room and compliance with all health and safety rules and regulations.

Recycling, Energy and Resource Conservation *(see Sustainability Agreement on next page)*

Reducing Allergens and Mold *(see License Agreement (21, 30, and Rules/Regulations 16)*

Although mold and mildew are natural environmental fungi, there are ways to reduce the likelihood of such visible occurrences. Residents should take the following steps for good air quality and to prevent mold within their rooms:

- Clean their private bathrooms using a cleanser (every week)
- Hang wet/damp towels so that they can dry
- Sweep thoroughly - even in corners (to pickup dust)
- Dust surfaces with damp cloth
- Wash bedding and bath towels every week
- Clean appliances on a regular basis
- Avoid products that release odors or contaminants

As a matter of good hygiene, residents should also:

- Clean up spills as soon as they occur
- Dispose of garbage promptly
- Wash hands often
- Sanitize shared room equipment

For bathroom cleaning, use a simple cleansing solution with bleach (found in most discount or drug stores) and spray/wipe the affected areas. Residents are responsible for purchasing and appropriately storing and discarding all cleaning supplies. You may notify The Summit staff for assistance if you have questions.

The Summit - Sustainability Agreement

By choosing to live in The Summit, which qualifies for a LEED Silver rating (Leadership in Energy and Environmental Design), you should live by and educate your roommates on the sustainability practices listed below:

- 1. Lights**
 - Turn off after use
 - Bulbs purchased will be energy efficient
- 2. Appliance Care**
 - Washer/Dryer
 - Lint vent should be cleaned after every dryer use
 - Should not be over loaded
 - Stove/Oven
 - Clean/wipe after every use (wait until cool)
 - Monitor cooking carefully (to avoid cooking fires, smoke)
 - Refrigerator
 - Keep vents clean
- 3. Utility Conservation**
 - Use only one surge protector per outlet (not socket)
 - Surge protectors and electrical items should be unplugged unless in use
 - Limit length of hot showers
- 4. Air Conditioning**
 - Thermostat should be set no lower than 72 degrees in summer
 - Windows should be closed
 - Blinds should be closed
- 5. Heating**
 - Thermostat should be set no higher than 68 degrees in winter
 - Windows should be closed
 - Blinds should be open during daytime hours (to let the sunshine assist in heating the apartment)
- 6. Cleanliness**
 - To reduce need for extermination, kitchen kept clean; food disposed of properly
 - Trash disposed of in trash chutes
- 7. Recycling:** The Summit recycles paper, cardboard, glass, plastic and metal. Our staff strongly encourages recycling.
 - Bins are located in each trash room for mixed recycling
 - Note: Please do not recycle items with food residue (i.e. pizza boxes, cans or bottles that are not rinsed, etc.) and do not place trash in the recycling bins.
- 8. Work Orders**
 - Will be submitted via the Resident Portal
 - Emergency Work Orders will be reported to the Courtesy Desk or the RA on Duty
- 9. Guest Use**
 - Guests use of the facility will be reasonable and consistent with the aforementioned expectations

FACILITIES FREQUENTLY ASKED QUESTIONS

We have collected the most frequently asked facilities questions for your reference. This information will help you set up your apartment and maintain it throughout the year.

What do I do with my personal trash?

Trash should be disposed of in trash chutes, not in common area trash bins. Residents should refrain from throwing large objects, electronics, hangers, boxes, etc. down the trash chutes. These items may be placed in the trash rooms. Please breakdown all cardboard boxes for easier removal. Residents must use recycle bins, and they should inform The Summit if such bins are not available.

How do I submit a work order?

Avoid verbally submitting a non-emergency work order. Instead, we strongly encourage a written request:

- Email to qc.thesummit.housing@qc.cuny.edu
- Via the resident portal on our website (info to follow)

How should I hang pictures on the wall? The goal is to minimize damage to the walls. We have found best for this purpose are painter's tape, 3M Command Adhesive (TM) products, tacks and picture hanger hooks. Do not use screws, nails (except finish nails), duct tape, adhesive pads, or putty of any kind.

Why can't I hang anything from or near the sprinklers? The sprinklers are extremely sensitive and may activate if jostled or tampered with. If this happens, your apartment (and apartments below you) will flood within seconds. So be respectful of this equipment.

What should I do if my cable doesn't work? First check that your cable cord is securely attached to your TV and the wall jack. If that does not correct the problem, submit a work order.

What should I do if my apartment has a pest control problem? Most importantly, clean your apartment, as pests are usually the result from unsanitary conditions, such as improperly stored food, or organic residue in your garbage can, etc. If the problem persists, submit a work order. The maintenance staff will have our pest control company treat your apartment during their visit. If possible, capture a sample of the pest (place in a plastic bag) to show to the pest control company for accurate identification and treatment.

What should I do if an outlet in the bathroom or kitchen does not work? This is probably due to water contacting the required GFI outlet. There are two GFI buttons on the outlets in these areas: a test button and a reset button. If an outlet doesn't work, push the reset button. If the outlet still does not work, submit a work order.

What should I do if I lose power in an area of my apartment? If there is a power outage in the apartment, you should find the breaker box, which is a metal insert in a wall in the common area of your apartment. There are two columns of switches in the breaker box. Each switch in a column should be facing the same direction. If one switch is out of alignment, flip it back so that it is properly aligned. If all of the switches are aligned correctly, locate the switch that matches the specific area where the power outage exists (e.g. the bathroom or kitchen) and flip that switch to the opposite position and then to the correct position.

Will the maintenance staff change light bulbs for me? Yes, the maintenance staff will change light bulbs on all apartment fixtures.

What should I do if my toilet is clogged? If you do not have a plunger, you can check one out from the courtesy desk. Pump the plunger into the toilet to create suction, then release the plunger, and repeat those actions until the obstruction is cleared. If your toilet is overflowing, turn the valve on the lower left-hand side of the wall behind the

toilet clockwise until it stops. Use something to soak up the water before it flows to the apartment below. See section below on maintenance emergency to determine how to report this problem.

Why does my water need time to warm up? If there is not a lot of usage it can take time for the hot water in your apartment to heat the water. Consider talking with your roommates about quicker showers/baths if your morning schedules are similar.

What is a maintenance emergency? A maintenance emergency is one in which the safety of a resident is jeopardized or when basic life needs are not provided. In case of a maintenance emergency, the RA will activate the 24-hour on-call system and a staff member will come in to solve the problem.

Situations that would be considered emergencies are:

- All toilets in one apartment are clogged
- Heat does not work and temperature outside is under 45 degrees
- Air conditioning does not work and temperature outside is over 90 degrees
- Apartment and/or bedroom door will not lock
- No electricity in unit (after breakers have been checked)
- Flooding
- Refrigerator/freezer is not cooling food to safe temperatures
- Broken window (both panes)
- Inoperable smoke detector

Situations that are not maintenance emergencies, but would be handled as soon as possible the next day include:

- Clogged toilet in a unit where another toilet works and residents can share usage of the operating toilet
- No hot water
- Stove does not work
- Heat does not work and temperature outside is over 45 degrees
- Air conditioning does not work and temperature outside is under 90 degrees
- Clogged shower and/or bath
- Electricity is out for one or two items
- Smoke detector *low battery indicator* is sounding

Situations that are not emergencies and would be dealt with in priority order include:

- Blinds will not go up/down
- Water drains slowly
- Broken towel rack
- Light bulb needs to be changed

What can I do to avoid being billed for damages when I move out?

- Review the following sections of this handbook: *Maintenance and Care, Room Condition Report; Occupancy Management, Checking Out; your License Agreement and Rules and Regulations*
- Accurately submit your Room Condition Report/Information within the first 48 hours of occupancy (make a copy for yourself) Clean your apartment at least once a week.
- Pay special attention to vacuuming the carpets, cleaning the toilets, bathtubs, sinks, tile floors, stovetop, drip pans, microwave, refrigerator, and countertops.
- It is wise to set up a cleaning rotation between all residents to ensure a clean apartment at check out.

- Keep your walls in good condition: hang only one or two pictures per wall using the methods recommended above, do not place furniture directly against the walls, and make sure that your bed sheets and bedspreads do not mark the walls.
- Put a mattress pad or mattress cover on your mattress to protect it from stains.
- Prevent damage to the apartment and do not install additional items such as shelves, hooks, over-the-door hooks.
- Follow the instructions in your move-out letter to prepare your apartment for move-out. Be sure to coordinate your move-out preparation with your roommates, since common area issues may be billed to all residents of the apartment.

Appliance Quick Reference Guide

This guide provides you with helpful tips for using your apartment’s appliances safely and efficiently. If you have any other questions about your appliances, you may wish to download the user’s Handbooks from the internet – they are very helpful to have handy!

Appliance	Do	Do Not!
Stove	Put a protective cover of aluminum foil on your drip pans to make cleaning easier.	Heat oil at a high temperature – it may catch fire.
	Clean the drip pans, hood filter, stovetop, and oven regularly.	Use water to attempt to extinguish a kitchen fire.
	Purchase and maintain a fire extinguisher in your kitchen.	Leave the stove unattended while in use.
Microwave	Clean the microwave regularly.	Put items containing metal or aluminum foil in the microwave.
	Use microwave-safe dishes.	
Refrigerator/ Freezer	Clean the refrigerator regularly.	Overload shelves or door storage.
		Block bottom front vent in freezer.

List of Common Damages

The following is a list of common damages and the approximate associated charges. The list is necessarily incomplete, as many damages must be handled on a case-by-case basis and vendor/replacement costs are subject to change. No charges will be assessed without fully considering reasonable wear and tear as well as the move in condition described on the Room Condition Report.

Screen Replacement.....	\$30.00
Screen Re-installation	\$10.00
Smoke Alarm Replacement	\$75.00
Smoke Alarm Re-installation.....	\$25.00
Hollow Door Replacement	\$180.00
Steel Door Replacement.....	\$400.00
Window Glass Replacement (size varies)	\$170.00
Blinds Replacement	\$25.00
Minor Wall Repair (Includes holes and nicks which can be patched or stains which can be covered. Major repairs or stains will be handled on a case-by-case basis.)	\$45.00
Minor Ceiling Repair (Major repairs or stains will be handled on a case-by-case basis.)	\$90.00
Light Fixture Cover Replacement.....	\$25.00
Upholstered Furniture Cleaning	\$45.00
Carpet Replacement, per bedroom.....	\$600.00

Carpet Replacement, common area	\$900.00
Carpet Cleaning, per room.....	\$50.00
Kitchen/Bathroom Flooring Replacement	\$300.00
Counter Laminate Replacement	\$350.00
Removal of foreign objects from Plumbing	Varies
Garbage/Trash removal (per box/bag).....	\$15.00
Door Knob Replacement.....	\$165.00
Wall plate Replacement.....	\$10.00
Microwave Replacement.....	\$255.00
Refrigerator Replacement.....	\$500.00
Stove Replacement.....	\$400.00
Refrigerator Shelf Replacement.....	\$30.00
Toilet Replacement	\$280.00
Toilet Seat Replacement.....	\$20.00
Towel Rack Replacement	\$20.00
Toilet Paper Holder	\$20.00
Bedroom Cleaning (vacuum carpet, clean out drawers, clean out closet, dust blinds, clean windows, clean window ledges, dust furniture)	\$40.00
Bathroom Cleaning (wipe down fixtures and vanity, damp mop floor, clean tub, clean toilet, wipe down walls, wipe down door)	\$80.00
Living Room Cleaning (vacuum carpet, dust furniture, clean window ledges, clean windows, dust blinds, wipe down baseboard, disinfect furniture).....	\$60.00
Kitchen Cleaning (damp mop floor, wipe down all surfaces, wipe down laundry door and washer/dryer, clean out cabinets and drawers).....	\$60.00
Appliance Deep Cleaning.....	\$50.00
Full Kitchen Deep Cleaning (includes kitchen cleaning and deep cleaning of all appliances)	\$240.00
Drip Pan Replacement.....	\$30.00
Dresser Replacement	\$345.00
Desk Replacement.....	\$370.00
End Table Replacement.....	\$150.00
Coffee Table Replacement	\$160.00
Entertainment Center Replacement.....	\$250.00
Living Room Chair Replacement	\$375.00
Sofa Replacement	\$585.00
Dining Table Replacement.....	\$275.00
Dining Chair Replacement	\$90.00
Bed Frame/Springs Replacement	\$225.00
Desk Chair Replacement	\$150.00
Night Stand Replacement	\$160.00
Under Bed Storage Unit Replacement	\$260.00
Mattress Replacement	\$300.00

**Charges are subject to change at any time without notification.*

COMMUNITY STANDARDS

By virtue of agreeing to be a member of the community, Summit residents are expected to familiarize themselves with, accept, and comply with all policies and regulations regarding student conduct, and all policies for housing facilities, as published in various documents including, but not limited to CUNY policies, Queens College policies, this *Handbook*, the License Agreement (and Rules/Regulations).

Alleged violations of policy will be referred to the appropriate official, including applicable court or law enforcement authorities, the Queens College Office of Student Affairs, and The Summit Office. Thus, violations may result in administrative actions by multiple parties, including, but not limited to Queens College and The Summit Office, regardless of the outcome of criminal investigations and proceedings.

The Summit may establish, with approval of Queens College and within the limitations established under the student judicial system, such rules, policies, and enforcement structures as necessary to maintain the orderly functioning of The Summit.

Summit incidents that involve suspected use or possession of drugs or alcohol, or any actions that could, under the code, result in suspension or expulsion, or, are a violation of the Henderson Rules, must be referred to the Office of Student Affairs.

Additionally, students whose license agreements are canceled for disciplinary or behavioral reasons will have violated the License Agreement's "default" policy, and therefore would not receive a refund for unused housing in The Summit, nor are they alleviated of their full financial commitment to remaining portions of the License Agreement.

See Section: CUNY Conduct Policies and Procedures

Links:

- Queens College Division of Student Affairs: <http://www.qc.cuny.edu/StudentLife/affairs/Pages/default.aspx>
- Family Educational Rights and Privacy Act (FERPA): <http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>

BEING A GOOD ROOMMATE

Whether you have had a roommate before or will be sharing a room for the first time, the information provided in this section can help you to prepare for a successful roommate relationship. Although the groundwork for a positive experience begins well before move-in day, the daily choices and considerations made by roommates affect the success of the shared living experience.

Unlike previous generations, many of today's college students have never had a roommate or shared a living space. Thus, it is completely natural to be a bit apprehensive. Of course, some people may be more difficult to live with than others because of values, goals, or living habits that are different from your own. Many returning students will have the experience of living with a friend or roommate of their choosing, which presents a new set of challenges that can impact both the roommate relationship and the existing friendship. Not only must you know yourself, your tendencies, and what you need in your living environment, but you must learn to effectively communicate this with your roommate(s) while also listening and adapting to their needs. The roommate relationship is very much about learning to consistently be a good roommate, first.

Be Willing to Communicate: While there are many sources of potential conflict between roommate (and apartment-mates), a willingness to communicate is often the first step toward resolving many of these issues. Clear lines of communication can be established early-for new students often during the first contact over the summer and for

current students during the process of deciding to live together. Just remember that some level of conflict is healthy and that all new relationships go through a natural period of transition-weathering this transition together will ultimately strengthen the roommate relationship.

Discussion Topics – Questions to ask each other (and yourself!)

All resident students should expect to formally sit down and discuss their expectations for sharing a room and communicating with the roommate(s). This process will take place during the first few weeks of school through the orientation programs and meetings with the RAs. Completing a roommate agreement provides the opportunity to discuss and generally agree to what is appropriate for their living space AND within the guidelines of the resident handbook and licensing documents.

Below are some of the topics that new roommates should expect to discuss:

- Studying and Sleeping Habits (what are our schedules like? do we plan to study in the room? Apartment?)
- Cleaning and Trash Removal (how important is a clean room? how often should garbage be taken out?)
- Visitation and Guests (how often will we have guests? should there be advance notice of overnight guests?)
- Utilization of Space (how should the room be set up? what is appropriate to put on the walls?)
- Sharing of Belongings (what items can be shared? are there any items we will buy together?)
- Noise and Electronics (at what times/volume can TV/stereo/etc be used? when is too late for phone calls?)
- Roommate Communication (how will we communicate when we have a concern?)
- Personal Beliefs, Values, Goals (what are your priorities at college? what things are important to you?)
- Individual Personalities (how do you react when you are angry? what annoys you most?)
- Behavioral Choices (how will you spend your free time? what do you plan to do on weekends?)

Once residents have a chance to adjust to their college schedule and get to know their roommate(s), these questions should be revisited and explored more deeply. Should concerns arise down the road; the roommate agreement can serve as a mechanism for discussion, clarification, and compromise.

A Guide to the First Conversation with Your Roommate

It is the first chance to start building a relationship with your roommate and setting the groundwork for you to successfully live together. The conversation should be more than who is going to bring the television, you need to take the time to talk and start to learn about each other.

- **Step One: Getting to Know Each Other**

The basics: Hometown? Academic Major? Talents? Hobbies? Family? Favorite Foods? Why Queens College?

- **Step Two: Going a Little Deeper**

Have each person tell their life history in about 5-minutes; you can learn what is important, what events have helped shape their life to this point, and gives each of you things to later go back and share deeper.

- **Step Three: How to Set Up the Room**

Talk through everything and do not assume anything. Talk about everything that you want to be in the room. Do not assume items can be shared, talk honestly about it. Also ask and make sure that your roommate is comfortable with items that you may want to bring.

- **Step Four: Stay in Contact**

Set-up other times to talk before you come on campus, or even meet if possible. The more often you talk to your roommate the more comfortable you will be with them when you start living together.

Communication Guidelines

Below are some suggestions on how new roommates can establish effective communication:

- Be flexible.

- Consider what is reasonable rather than what is ideal.
- Be willing to compromise, but be sure to assert your rights.
- Keep in mind what you value the most.
- Address situations as soon as they arise.
- Be honest about your feelings.
- Stay calm and choose your language wisely.
- Do not assume you know what the other person is thinking.
- Ask for clarification if you don't understand.
- Do not gossip or involve others unnecessarily- go directly to the source.
- Make eye contact and be respectful.
- Try to listen and understand the other person's perspective.
- Be fair and cooperative.
- Expect a successful resolution.

All roommates have the right:

- To privacy
- To respect
- To open communication
- To mutually clean living quarters
- To personal safety and freedom from physical harm and harassment
- To security of possessions
- To comfortable sleep and study conditions
- To be asked before possessions are used
- To stay true to their own values
- To agree and disagree
- To ask residence life staff for assistance when needed
- To be treated civilly
- To comfortable living space
- To free access to one's room
- To a room free of policy violations

All roommates have the responsibility:

- To respect one another's privacy
- To respect themselves and others
- To communicate openly with their roommate and discuss potential conflicts before they get out of hand
- To keep their living space neat and clean
- To assure security of the room
- To maintain a comfortable environment for sleep and study purposes
- To treat one another's possessions with care and ask before borrowing personal items
- To respect differences
- To compromise
- To enlist the help of the residence life staff when a difficult roommate situation arises
- To be kind and civil with no intent to harm
- To check with one another before having guests
- To pass on messages to their roommate in a timely manner
- To abide by all residence hall rules and regulations
- To take ownership and responsibility for actions of guests
- To comply with reasonable requests from residence life staff

Utilizing Your Resident Assistant

When direct conversation with your roommate(s) does not seem to be improving concerns within the room, your RA can help. RAs are trained in effective roommate communication and conflict resolution. They commonly act as mediators between roommates by providing an objective and impartial setting for residents to communicate and resolve their concerns. The goal of the mediation process is to open the lines of communication and create a positive living experience for all roommates. Please consider approaching your RA for help:

- When you feel intimidated and need a supportive environment to articulate your rights in the room.
- When you are at such odds with your roommate(s) that you cannot speak without an adversarial tone.
- When your roommate(s) refuse to recognize that there is a problem even though it is apparent to others.
- When a previously agreed upon solution is still not working after a period of time.
- When you are concerned about your own health or safety or that of your roommate(s).
- When you have continually tried to discuss the problem and cannot reach a reasonable solution.

If you approach your RA, you can expect the first question to be "Have you already tried talking directly with your roommate(s) about your concern?" If you have not done so, the RA can provide with helpful suggestions as to the best way to initiate this conversation. If you have spoken with your roommate(s) already, you can expect that your RA will spend some time getting both sides of the story. In many cases, both roommates are feeling tension and have independently voiced concerns to the RA. Once the RA understands your concerns, he/she will ask the roommates to sit down and talk with each other, listen, and reach an appropriate resolution. In some situations, the concern may be resolved in one brief meeting, other concerns may require additional time and dialogue. As appropriate, the RA may also refer the concern to the professional Assistant Director of Residence Life for assistance in determining a resolution.

Five Tips to Help Prevent Roommate Issues

- Communicate with each other – start discussing issues regarding which items you are willing to share and what items you want to keep private before you arrive on campus.
- Take the roommate agreement seriously – it is a tool that will only help you if you are honest and expect conflict to occur, because it will.
- Do not expect that your roommate will be your best friend – while there is potential that your roommate will turn out to be a good friend, the odds of two random people becoming best friends is just not always possible.
- Be considerate of each other – think about how your actions impact your roommate(s), if there is any question in your mind at all, just ask.
- Be open and honest – if something your roommate does bugs you, let them know. The longer that you let the issues go, the more frustrated you will get, and the harder it will be for the annoying behavior to be stopped.

Steps to Resolving a Roommate Conflict

- Speak to your roommate(s) directly. State your issues neutrally. Replay feelings. Offer resolutions. Be prepared to listen. Be willing to reach a compromise.
- All residents should fill out a "Roommate Agreement" early in the semester. If you haven't done one and would like to, please ask your Resident Assistant for a copy. This is a document that will open up communication about common issues and get the roommates to think about possible issues that will arise throughout the year or work through current issues. It is a document that is meant to be flexible and adjusted when all of the roommates see fit to make changes.
- Ask your RA (Resident Assistant) or other staff member to intervene by meeting with all roommates to mediate the discussion. His/her role is that of a neutral mediator to guide the discussion and work to reach a compromise to resolve the problem.
- In more severe situations, the Assistant Director of Residence Life may step in to help mediate the conflict, and as a last resort, set forth regulations to ensure a safe and comfortable living environment and resolve the conflict.

Changing Rooms

Students should NEVER change rooms without going through The Summit office. The Summit strongly encourages students to actively solve problems and views changing rooms as a last resort once all other options have failed. In certain irreconcilable situations, the Assistant Director of Residence Life may make the determination that the student who originated the complaint should be given the option to move rooms – if space is available. The complainant would be given information regarding available housing alternatives and would be able to decide whether moving rooms would be the best resolution.

In order to accurately assess building occupancy and ensure records are synchronized with actual living locations, room changes are discouraged during the first two weeks of the fall or spring semesters. Situations other than roommate conflicts that may allow for a change of rooms include a room swap between students or a student pulling in a new roommate to fill a vacancy. In the case that a vacancy exists, the remaining room resident(s) will be given a courtesy of one week to select a new roommate of their choice. After one week, the vacancy may be filled at any time as needed by The Summit. Students must keep the original room setup intact and may not dissuade potential new roommates from moving in. All students involved in room changes must gain approval from the Assistant Director of Residence Life prior to moving. Students must also inform their roommate and RA.

Adapting Techniques

- Discuss “Questions to Ask Each Other” soon as possible.
- Be realistic. Do not expect your roommate to be your best friend and constant companion. Continuous close contact can strain even the best of friendships.
- Keep the lines of communication open.
- Discuss potential areas of conflict. Be open to compromises.
- If your roommate is doing something you do not like, do not repress your feelings. It is usually better to constructively voice concerns immediately rather than to store up a lot of petty grievances
- Be considerate of your roommate’s privacy.
- Never assume your roommate is just like you. You are both individuals.
- Always ask permission. Do not just use the iron or eat the cookies, even if you think it might be OK.
- Appreciate your roommate. Praise, respect and courtesy are the foundations for any positive relationship. Never take your roommate for granted.
- Avoid being judgmental. You are not your roommate’s keeper.
- Be honest, assertive and stand up for yourself.
- Ask your Resident Assistant for advice. They are trained to help mediate conflicts.

ROOMMATE AGREEMENT

Please discuss the following issues in person with your roommate(s) and together complete this ROOMMATE AGREEMENT. Be sure and have the Handbook policies, as well as Rules/Regulations with you so you can set expectations within the appropriate parameters. Be open and honest about what you like and dislike and where you are willing to flex. Be thorough and please sign/date at the end of the worksheet stating that you understand and agree to the information negotiated on the agreement. Once completed, submit it to your RA who will keep it on file as a reference in case future conflicts arise. Also, feel free to make a copy and post it in the apartment. This document can be amended any time, with the agreement of all roommates, just talk to your RA.

- A. Quiet Time/Sleep Time/Study Time: Use this worksheet and write your answers below.
- 1) Our room will be quiet at these times during the week (also discuss what quiet means to each of you)...

 - 2) Our room will be quiet at these times on the weekend...

 - 3) We will study by doing the following...

 - 4) Does someone like the television or music on when they are studying, if so, we will handle that by...?

 - 5) The room will be able to be slept-in quietly from these times (week and weekend)...

 - 6) The condition of the room at bed time will be (i.e. light out, TV on or off, etc)...

 - 7) If one roommate is getting ready for class and the other is sleeping, acceptable noise and appliances are...
- B) Room temperature.
- 1) Keeping windows open/closed...

 - 2) AC and heat temperatures...
- C) Cleanliness: trash, wash dishes, clutter, etc.
- 1) I like my space to be (cluttered, very orderly, piled, etc.)...my roommate likes theirs to be...

 - 2) In terms of cleanliness, we will keep our room (cluttered, very neat, in piles)...

 - 3) To keep our room the way we want it, we will divide tasks up like this...

 - 4) We will ensure a healthy living environment by making sure that the trash is taken out by...
- D) Share/Not Share:

ADDITIONAL PROHIBITIONS

Chronic Misbehavior

A resident establishes an unacceptable pattern of misconduct when s/he is frequently documented for violations of policy. Although individual offenses might be minor, this pattern is considered chronic misbehavior. A pattern of chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and can result in termination of the License Agreement.

Disorderly Conduct

Involvement in the following (either actively or passively) is prohibited:

- Vicious or immoral conduct such as indecent exposure
- Unauthorized guest(s)/boarder(s) including those unaccompanied by the resident or those who have stayed overnight for more than three consecutive nights
- Misconduct in or near The Summit (including Queens College property).

Endangering Behavior

Endangering behavior includes intentionally or recklessly causing physical harm or causing the apprehension of harm, or threatening physical harm, or intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in a way as to interfere with that person's academic pursuits, sleep, and/or other personal pursuits.

Gambling

Participation in illegal gambling activities in The Summit and/or Queens College owned or controlled property, or a function not identified with The Summit Office or Queens College sponsored activity is prohibited. Residents are not allowed to enter into wagering, betting or other games for the purpose of gaining money from other students. No poker, sports betting or other activities involving the exchange of money through gambling are permitted.

Noise

- **Quiet Hours** will be established and posted (i.e. from 11 p.m. to 8 a.m. Sunday through Thursday nights and 12 a.m. to 8 a.m. on Friday and Saturday nights). It is each resident's responsibility to learn and observe Quiet Hours which may be subject to change during exam periods, or at other times deemed appropriate by The Summit staff. During Quiet Hours, noise must be reduced to a level that will permit normal sleep, study, and other activities that require the absence of disruptive noise. A resident responsible for violation of quiet hours may be subject to disciplinary action.
- **Courtesy Hours** are 24/7/365 Activities that create excessive noise or that interfere with another person's or a group's academic or personal pursuits or their ability to sleep or relax are prohibited at all times. Students must be vigilant about their impact on those around them and behave in a way which demonstrates courtesy for the academic environment. Courtesy Hours are 24/7/365

Noncompliance

Failure to follow a directive or comply with a member of The Summit staff and/or other policies as outlined in the CUNY Code of Conduct, Federal and State Law, and The Summit Resident Handbook is prohibited. Residents are expected to comply with and respond truthfully to reasonable requests of any Summit Office and/or College officials when acting in the performance of his/her duties, including administrative instructions and deadlines. These include but may not be limited to:

1. Unauthorized room changes or transfers
2. Misuse of Identification/Access Cards/key fob is defined as improper use of any identification card, including knowingly altering or mutilating a card, or using the card of another, or allowing one's own card to be used by another student
3. Being verbally abusive or argumentative with a Summit staff member, Security Guard, and/or College Official

4. Failure to leave premises when asked to by a Summit staff member, Security Guard, and/or College Official
5. Failure to complete sanctions assigned from a disciplinary hearing
6. Refusal and/or inability to provide valid identification upon demand by The Summit staff, Security Guards, or any other University employee or affiliate.

Prohibited Items

Residents found in possession of the prohibited items will be required to remove the item from The Summit immediately and may face disciplinary action. Prohibited items may also be confiscated and returned at The Summit's discretion. Items and/or paraphernalia related to alcohol and/or drug usage will be discarded. In addition, residents will be responsible for any cost accrued in the removal of the item. Residents are responsible for all damage caused from the use of permitted and/or prohibited items.

Sexual Offenses

The following are prohibited:

- sexual touching, brushing up against another in a sexual manner, graphic or sexually suggestive gestures, cornering, pinching, grabbing, kissing, or fondling
- coerced sexual intercourse or sexual assault

Other types of unwelcome conduct of a sexual nature can also constitute sexual harassment, if sufficiently severe or pervasive that the target does find, and a reasonable person would find, that an intimidating, hostile or abusive work or academic environment has been created. Examples of this kind of sexual harassment include, but are not limited to, the following:

- Requesting or demanding sexual favors in exchange for opportunities
- Denying training, promotion, or access to any other employment or academic opportunity, because sexual advances have been rejected
- sexual comments, teasing, or jokes
- sexual slurs, demeaning epithets, derogatory statements, or other verbal abuse
- graphic or sexually suggestive comments about an individual's attire or body
- inquiries or discussions about sexual activities
- pressure to accept social invitations, to meet privately, to date, or to have sexual relations
- sexually suggestive letters or other written materials (including instant messages, texts, social networking, etc)

Solicitation

Posting, chalking, and/or canvassing of any kind without prior consent of The Summit Staff is prohibited. This includes handbills, advertisements, papers, etc. which would cause litter in the community.

Solicitation, Chalking, and Posting Signs

No material of any kind shall be placed in and/or chalked on any window or any other part of the premises except in areas decreed for such postings.

Throwing or Dropping Objects

Throwing, dropping, or hanging objects from windows presents a serious hazard to others and is strictly prohibited. Residents may not hang laundry or shake rugs or other materials from any window. Windows may be used as an entrance or exit only in the event of an emergency.

Water-toys

Waterbeds, 'slip-n-slides', inflatable pools, squirt guns, etc are prohibited.

APPENDIX I

The Summit at Queens College
2009-2010 Rules and Regulations
Q STUDENT RESIDENCES, LLC, OWNER/LICENSOR
Capstone On-Campus Management, Management Agent

These Rules and Regulations are outlined in addition to those specifically enumerated within the license and are agreed to by the Resident for the purpose of preserving the welfare, safety and convenience of all of the Residents of The Summit at Queens College, for the purpose of making a fair distribution of services and facilities for all Residents, and for the purpose of preserving the Owner's property from abusive treatment. With proper notice, the rules and regulations outlined below may be subject to modification, during the term of the license. Notwithstanding anything else contained herein, in the event that any provision of these "Rules and Regulations" conflict with the College's and CUNY's guidelines, policies or procedures, the guidelines, policies or procedures of the College and/or CUNY shall govern.

Terms to Note

- Capstone On-Campus Management, is the "Agent" for The Summit at Queens College
- "Resident" refers to student(s) residing in The Summit.

1. Implied Consent. Residents are responsible for all activities that occur within their living space (apartment). By failing to report behaviors or items that violate the policies and regulations of The Summit, the Resident has demonstrated an implied consent for the violations. Residents are responsible for taking an active role in ensuring that inappropriate behaviors or items do not exist in their living space (apartment) or building. It is the Resident's responsibility to report behaviors that violate The Summit's policies to a staff member. Passive participation in events that violate policy will not be tolerated and in determining responsibility, may be viewed as equal to active participation. Residents will be considered in violation of policy if they fail to report and then remove themselves from activities or situations which violate The Summit rules and regulations.

2. Drug and Alcohol Policy. Residents of The Summit shall abide by Queens College policies, procedures and regulations and local, state and federal laws regarding alcohol and illegal drugs.

The possession, sale, distribution, or provision of any illegal drug or drug paraphernalia is prohibited. Students found to be involved with drugs in or around The Summit may be referred to the Queens College Judicial system and the case will be resolved in accordance with Queens College and CUNY Article XV or Rules for Maintenance of Public Order. Where applicable, sanctions may address both the Resident status in The Summit and the student status of the respondent with the college. Violations of drug policy may result in Immediate License Termination and/or Suspension/Expulsion from the college.

The possession, consumption, and/or sale of alcohol are prohibited, regardless of age. Violations may result in administrative and/or disciplinary sanctions.

Violations of the Alcohol Policy outlined herein may result in administrative and/or disciplinary sanctions. Serious or repeated violations may result in the License being terminated.

3. Parties and Events. Parties are not permitted. Floor lounges and other common areas must be reserved in advance for use for a meeting or event. Whether in apartments, bedrooms, or other gathering spots, social gatherings must not:

- a) become too large for the host Resident(s) to exercise responsible control over the behavior of Residents and guests,
- b) expand beyond the boundaries of the apartment or reserved common area, or
- c) be open to all or advertised in any way.

The Summit Staff and Queens College Public Safety Officers, if necessary, will intervene and instruct the host(s) to end the event when gatherings:

- a) result in excessive noise, damage or destruction, fighting or other disruptive behavior
- b) exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas
- c) have been advertised or promoted through flyers, posters or other means including electronic media.

4. Access by Non-Residents. Non-Residents (including family), may not use the premises if the Resident is on vacation or is for any other reason not present unless accompanied by the Resident. Residents may not give their access key card or room key to any non-Resident. Residents who have allowed non-Residents access by providing them with an access key card or room key may be considered in default of the License.

5. Pets. The presence of any animals or pets on the Premises or about the Property is prohibited, with the exception of fish. No fish tank shall exceed a ten (10) gallon capacity. Visiting pets are prohibited. Any student found to possess a pet of any kind other than fish will be subject to

disciplinary action and will be charged a fine of \$100.00 per occurrence. Service animals are allowed with the prior written notification and documentation of need in accordance with the Americans with Disabilities Act to the Agent.

6. Smoking. Consistent with New York State Laws governing public facilities and the Queens College campus facilities, The Summit is a smoke-free community. Smoking is not allowed in apartments, lobbies, common areas, hallways, offices and is prohibited in all other public and private areas within The Summit. Smoking outside the building is limited to designated areas and any resultant refuse such as cigarette butts must be properly disposed of.

7. Quiet and Academic Living Environment. Conduct that infringes upon the rights of others to a quiet, academic living environment is not acceptable under any circumstances and is cause for disciplinary action and removal from The Summit. Such conduct includes intentionally or recklessly causing physical harm, or threatening physical harm to any person, including assault/battery, intentionally or recklessly provoking and/or engaging in physical fights or harassing any person in such a way as to seriously or repeatedly interfere with that person's academic pursuits, sleep, and/or other personal pursuits. This includes malicious pranks and issuing threats.

8. Noise. Excessive noise is not allowed and courtesy hours are always in effect. Noisy or disruptive behaviors which interfere with another person's or a group's free exercise of academic or personal pursuits or their ability to sleep or study, including: music, television, or other electronic equipment playing at high volume, excessive yelling, music practice, violations of established floor/hall quiet hours, large gatherings/parties, and other types of noise are prohibited and will not be tolerated. If a student has a problem with noise, the student is encouraged to talk to the other student(s) who are creating the noise. If noise continues, then the student should contact a Summit staff member to request assistance.

9. Conduct.

Sports Equipment – Use of any sports/recreational equipment except in designated areas is prohibited. The use of equipment prohibited within the premises include but are not limited to: roller blades, scooters, bicycles, skateboards, footballs, soccer balls, basketballs, baseballs, volleyballs, lacrosse equipment, field hockey equipment, nerf balls, and Frisbees. Bicycles are prohibited from the building and must be stored in exterior bicycle racks.

Endangering Behavior. The Agent may terminate this License prior to the expiration of the License and immediately remove Resident and his or her guests from the Premises in the event the Resident's behavior or the behavior of any of Resident's guests is or has the potential to become dangerous to the Resident or others.

Guests. Resident will be held responsible for the conduct of their guests, including payment for any damages caused by their guests' behavior. Resident's guests' visits may not exceed three consecutive days, and six days in any month.

10. Transferring Apartments. The Agent shall not be liable for any personal conflict of Resident with any other Residents that reside at the Property or their guests or invitees. Therefore, a conflict between Residents does not constitute grounds for termination of the license. However, the Agent acknowledges that there may be valid reasons why a request for transfer to a different apartment would be considered and approved. Any Resident desiring a transfer should make a formal written request to The Summit Housing Office, including the reason for the requested transfer. Space permitting, if the request is valid and practical, and an inspection of the Resident's current apartment is satisfactory, Resident will be notified of a new assignment. In order to make the transfer process from one apartment to another run smoothly, the following policy has been established. Residents requesting an apartment transfer must comply with the following procedures:

1. Submit a written request to The Summit Housing Office.
2. Agree to a specific moving date.
3. Arrange for an inspection of current apartment with a Summit staff member.
4. Agree to pay all license fee payments and damage costs found by the Management Staff to be attributable to Resident.
5. Enter into a new License for the balance of the License Term that reflects the bedroom and apartment into which the Resident has moved.
6. Pay a \$100.00 transfer fee.
7. Be current on all other charges; no outstanding charges on the Resident's account.

11. Move-In / Move-Out Procedures. Resident will be given a Room Condition Report (RCR) upon receipt of their keys. The Resident is to note any existing damages or conditions which are in need of repair or replacement. Resident will have three (3) days from the receipt of the key to the Resident's apartment to complete and return the RCR to The Summit Housing Office. In the event the Resident does not return the Room Condition Report within three (3) days, The Summit staff may refuse to accept the report and the Resident shall forfeit all right to claim that damages to the apartment were evident prior to Resident's move-in. Agent shall inspect the Premises and common areas upon Resident surrendering the premises and common areas, and any damage thereto which is deemed by the Agent to have arisen during the Resident's occupancy and use of the Premises. Resident is not required to be present at the time of the move-out inspection; however the Resident may request an inspection appointment for a joint inspection by Resident and Agent. Such appointment must be requested at least seven (7) days prior to move-out, and all of the Resident's possessions must be removed by the time of the inspection. Resident shall surrender the premises and common areas in a clean and sanitary condition.

12. Solicitation and Posting Signs. Solicitation and/or canvassing of any kind, without the prior consent of the Agent, is not permitted in the Premises or about the Property. No sign, signal, advertisement, illumination, painting, poster or flyer of any kind shall be placed in any window or other part of the Premises without the written approval of the Agent.

13. Windows. Participating in throwing, dropping or causing objects to fall from a window is prohibited. No Resident may remove a window screen, hang laundry or shake rugs from an apartment window. Windows may not be used as an entrance or exit except in an emergency.

14. Furniture. Resident shall take good care of the furniture and agrees to maintain the furniture and return it to the Agent at the termination of this License in as good a condition as received, with reasonable wear and tear excepted. Residents shall not disassemble any existing furniture or fixtures, and existing furniture shall not be removed from the Resident's assigned apartment without written permission from the Agent. No oversized and/or heavy furniture is permitted in any apartment, including, but not limited to, all types of lofts, wood structures, bars and waterbeds, all of which are strictly prohibited. The use of both temporary and permanent hot tubs is prohibited.

Common area furniture is intended for the enjoyment of all Residents. This furniture is not to be removed from Common areas. Furniture found to be missing will be reported to the police. Missing furniture may be considered stolen and handled through the police as a crime.

15. Keys and Access Cards. Keys and Access Cards are the property of the Owner and must be returned at the end of Resident's occupancy. Charges of Fifty Dollars (\$50.00) per item will be made for each key and/or access card not returned or for those requiring replacement during the term of Resident's occupancy. Resident shall not duplicate keys. Resident may request a receipt for all keys returned to the Agent.

16. Maintenance and Care. Resident shall not erect any exterior wires, aerials, signs, satellite dishes, etc., about the Premises or the Property. Resident shall not install or modify any fixtures without the written consent of the Agent. Resident shall not lay contact paper on any shelves or walls and agrees to use non-damaging products to hang personal effects on walls. Resident shall not paint or wallpaper the apartment or any fixtures without the written consent of the Agent. Resident acknowledges acceptance of the apartment in its present condition, agrees to maintain the apartment and return it to the Agent at the termination of this License in as good condition as when taken, reasonable wear and tear excepted.

Resident, at own expense, shall keep the apartment clean and fit for habitation and shall be responsible for all damage to the apartment including but not limited to furnishings, walls, floor, ceiling, screens, sprinkler system, appliances, plumbing, heating, air conditioning, and ventilation systems as a result of Resident's neglect, including that of Resident's guest(s) or invitees, regardless of whether the neglect was an affirmative act which caused the damage or failure to act in order to prevent damage. Damage to the common areas will be assessed solely to the Resident when the Resident or the Resident's guest has been identified as the responsible party, otherwise all Residents who use the common area will be billed a pro-rata share of the damages. Additional charges may be assessed for the inappropriate disposal of objects in toilets.

If the premises require repairs by the maintenance department, maintenance requests can be submitted in writing to the management offices. Emergencies must be called into the designated emergency management phone number posted at the front desk.

17. Fire or Other Emergency. Setting or fueling a fire of any size is prohibited. The Resident shall give immediate notice to the Agent of fire, accident, damage, and dangerous or defective conditions. All Residents must evacuate the Premises during a fire alarm. Falsely reporting a fire or any other emergency, including bomb threat, falsely reporting a serious injury, or pulling a fire alarm station when no fire is evident is prohibited. Fire warning devices and safety equipment are to be used only in the case of an emergency.

A fire alarm must be taken seriously, and in the event of a fire alarm the Resident must proceed in accordance with established evacuation/fire alarm protocols. These instructions may not be removed for any reason. Intentionally sounding an alarm in a non-emergency situation or tampering with emergency equipment is a criminal offense and the person or persons responsible will be treated accordingly. Tampering with apartment smoke detectors is prohibited. This paragraph shall not limit the Agent's ability to impose additional charge, penalties or sanctions for damage or destruction of fire safety equipment. Refusal to leave a building during a fire alarm, refusal to produce proper identification upon request of the Agent, refusal to cooperate with a reasonable request by the Agent, emergency personnel, or police officials acting in performance of their duties is prohibited.

18. Fire Hazards. The use or possession of kerosene, propane or electric space heaters within the premises and about the property is prohibited. The use or possession of candles or other open flame devices, hot plates, incense and halogen lamps or halogen bulbs of any kind are all prohibited in the Premises and about the Property.

19. Hazardous Substances and Weapons. Fire and safety regulations strictly prohibit the use, manufacture, or storage of any fireworks, explosives, flammable liquids, cans or compressed gasses, poisons, highly combustible substances, chemicals, or any substance designed to injure others or damage property, in any apartment, hallway, or about the Premises. The storage or use of gasoline or electrical powered vehicles or engines regardless of their state or dismantlement in the apartment is likewise prohibited. Setting materials on fire, possession or use of flammable or highly combustible materials is prohibited.

State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the Premises or about the Property. No weapon of any kind is permitted in the Premises. In the event the Agent discovers that Resident is in possession of a weapon, the Agent shall have the right to immediately notify the police.

20. Renovation and Repair. The Agent reserves the right to reassign Resident to another apartment in the event there is a need to provide for renovation or repair of the Premises or the Property. If renovations or repairs become necessary, every effort will be made to minimize the inconvenience to the Resident and, whenever possible, advance notice will be given to the Resident of the nature and time of the work which will be done. Resident shall not withhold license fee payment due to renovations or repairs. Apartments may also be entered at times to verify safety standards or to perform preventive maintenance. These times will be posted in advance of performing the work.

21. Equipment. Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.

22. Storage Space. There is no storage space for Resident use at The Summit. Under no circumstances are utility or furnace rooms, entrances, hallways, stairwells or other public areas to be used for storage.

23. Ceilings. Residents are prohibited from affixing any object to ceiling areas and from painting any ceiling areas. Residents are prohibited from tampering with or allowing any objects to come in contact with sprinkler heads.

24. Sprinkler Heads. Hanging objects from sprinkler heads or tampering with sprinkler heads in any way is strictly prohibited. Any damage to the sprinkler heads or ceiling tiles or water damage to any personal property which is the result of a Resident and/or his/her guest(s) tampering with or damaging the sprinkler system shall be the responsibility of said Resident.

25. Expense of Misuse and Charges for Damages. Any damage to an apartment, other than normal wear and tear, will be charged to the responsible party or parties to the extent that they are identifiable. Resident is responsible for guest(s) behavior and any charges or damages that result from misbehavior. Resident shall immediately report to Agent and the local law enforcement authority any acts of vandalism to the Premises or the apartment in which the premises are located. To the extent not identifiable, all co-Residents will be jointly liable and will be assessed a charge. All invoices for damage are for the restitution of the damage that has occurred and must be paid within thirty (30) days.

The Resident agrees to immediately reimburse the Agent for any charges that are assessed as set forth in this agreement. Should charges be assessed and totaled after the expiration of this License, they shall constitute a debt payable by Resident immediately upon demand by the Agent. Any fines or expenses resulting from the use, misuse or destruction of Owner's property, including but not limited to fire sprinkler, fire alarm or smoke alarm by Resident, Resident's guests or invitees shall be borne by Resident and shall be considered additional monies due to Agent. Intentionally or recklessly destroying, damaging or defacing any area of The Summit complex is prohibited and shall be considered cause for termination of the License Agreement.

26. Computing Policies. The Summit Internet Service Provider (ISP) is Queens College Office of Converging Technology (OCT). The use of computing resources provided by The Summit (including the hardwired and wireless service in the apartment, or any other computing services provided by the owner) may not interfere with others' use of shared computer resources and/or their activities. The generation of network traffic which compromises, cripples, or disables a network resource, propagation of computer worms or viruses, or spamming will not be tolerated. Servers (including web, ftp, mail, dhcp, snmp, tftp) are not permitted in The Summit. Students found to have violated this policy will be charged for the restorations of the computer(s) operating system and any hardware that may be corrupted.

27. Evacuation. Resident agrees to evacuate in the case of emergency at the sole discretion of the Landlord and/or Queens College. Resident understands that no reduction in license fees will be given in the case of emergency evacuations.

28. Reasonable Request. Resident or guests, shall, upon demand by The Summit Staff, Queens College Public Safety or any other identifiable legal or staff entity attempting to procure information provide valid identification such as Student ID card, Driver License, or any other government issued ID. Resident and guests shall also adhere to all reasonable requests made by staff.

I have read these policies and regulations and understand that I will be held responsible for these policies and regulations under my housing license agreement.

APPENDIX II.

HOUSING LICENSE AGREEMENT

Q STUDENT RESIDENCES, LLC ("Licensor") does hereby license to _____ ("Licensee") a portion of a residential unit ("Unit") in the residential housing facility (the "Project" or "Premises") on the campus of Queens College (the "School" or "College") of The City University of New York ("CUNY") located at 64-80 Kissena Boulevard, Queens, New York 11367 pursuant to the terms and conditions of this Housing License Agreement (this "License Agreement").

1. Licensor's Agent. Licensor has hired an agent, Capstone On-Campus Management, LLC, as property manager of the Project ("Agent") to conduct and handle business at the Premises for Licensor, as provided in this License Agreement. Such business includes, but is not limited to, resident issues, policies, procedures and collection of license fees. Whenever Licensor is referenced herein, Agent is authorized to act on Licensor's behalf in all respects. All rights granted to Agent herein may also be exercised by Licensor.

2. Eligibility. Students must be admitted to Queens College prior to acceptance of the License. To qualify for residency in the Premises, Licensee must be throughout the term of this License, a student in good standing with Queens College. All enrolled students attending Queens College and current faculty and staff members of Queens College are eligible to live in the premise. Owner reserves the right to deny residency to, or terminate the residency of, any person not meeting the foregoing eligibility requirements. [Note: Exceptions can be made for students attending other CUNY institutions full-time.]

Licensee hereby grants to Agent permission, from time-to-time at the election of Agent, to verify the continuing eligibility of Licensee for occupancy of a portion of the Project. If at any time Licensee fails to meet the applicable eligibility criteria for occupancy of a portion of the Project, Agent may elect in the exercise of its discretion to terminate this License Agreement. Agent reserves the right to deny residency to any applicant not meeting the applicable written eligibility criteria for occupancy of a portion of the Project.

3. Description of Unit. That portion of the Project licensed to Licensee shall consist of the non-exclusive use and occupancy in the unit type indicated below by Licensee's initials:

- (a) a double occupancy space with a roommate in one bedroom of a two bedroom/two bath unit (total unit occupancy is four licensees)
- (b) a double occupancy space with a roommate in one bedroom of a two bedroom/two bath corner unit (total unit occupancy is three to four licensees)
- (c) a single occupancy room in one bedroom of a four bedroom/two bath unit (total unit occupancy is four licensees)
- (d) a single occupancy room in one bedroom of a two bedroom/two bath corner unit (total unit occupancy is three licensees)
- (e) a single occupancy room in one bedroom of a two bedroom/one bath unit (total unit occupancy is two licensees)

4. Term. This License Agreement shall become a legal and binding agreement upon the execution hereof by Agent (for and on behalf of Licensor) and Licensee, and occupancy term beginning August 26, 2009 (the "Term Commencement Date") and ending on May 26, 2010 (the "Termination Date") (the period beginning on the Term Commencement Date and ending on the Termination Date is referred to hereinafter as the "Term"). Any occupancy by Licensee of the Premises subsequent to the Term shall be pursuant to a separate written housing license agreement between Licensor and Licensee. Licensee does hereby acknowledge and agree that this License Agreement shall be in full force and effect for the entirety of the Term, regardless of whether Licensee is for any reason unable to continue occupying the Premises. Accordingly, the obligation of Licensee to make license payments shall continue for the entirety of the Term and until all such sums due hereunder have been paid in full, except as may otherwise have been determined by Licensor pursuant to the College's or CUNY's policies.

5. License Fee. The license fee payable by Licensee hereunder ("License Fee") for occupancy of a portion of the Unit during the Term and all other fees due under the terms of this License Agreement shall be made to Queens College per their policies and per instructions on Fee invoices issued by Queens College. Licensee is responsible for Fee payment to the College, regardless of whether a Fee invoice is received by the Licensee. Late payments and any penalties assessed will follow Queens College policy for Fee payment.

6. Utilities. Licensee is responsible for any and all costs associated with installation, service and maintenance for utility services not expressly assumed by Agent herein. Enhanced and/or premium channel cable TV service and/or any permitted additional service, installation and related fees and charges are the sole responsibility of Licensee. Agent shall provide water, heat, electrical, telephone line, a data port for internet access and basic cable TV outlet. Agent shall provide refuse removal from the Premises; however, Licensee is required to place trash into the waste receptacles provided. Licensee is to conserve utilities by keeping windows closed when heating/cooling systems are in operation and lights, appliances, and personal electronics turned off when not in use. Licensee must maintain heating and cooling at levels generally considered to be comfortable in the judgment of the management staff and other licensees when the Premises are occupied. When the Premises are unoccupied in the cold weather months, Licensee shall keep the thermostat set at 60 degrees. When the Premises are unoccupied in warmer months, Licensee shall keep the air conditioning set in the "off" position.

7. Default.

A. Events of default, including those set forth below, shall constitute a breach of this License Agreement and may result in any, some, or all of the following:

1. termination of this License Agreement;
2. denial of future housing;
3. legal action;
4. repossession of the Unit;
5. eviction from the Premises.
6. acceleration of all License Fee payments, making them immediately due and payable.

Exercise by Licensor of any of the foregoing remedies will not release Licensee from any of Licensee's obligations hereunder except upon special determination of Licensor pursuant to the College's or CUNY's policies.

B. Events of default under this License Agreement include, but are not limited, to:

1. Licensee's failure to pay when due any License Fee payments, additional charges or fees, or penalties under this License Agreement;
2. any breach or violation of the terms of this License Agreement, including failure to maintain eligibility status for residency in the Project;
3. refusal to vacate the Premises upon termination of this License Agreement;
4. violation of the Project Rules and Regulations, incorporated herein by reference, which may exist from time to time;
5. violation of the College's or CUNY's guidelines, policies or procedures;
6. violation of any applicable Federal, State or local law, regulation or ordinance.

C. Upon the occurrence of an event of default hereunder, Licensee shall be liable for the following monetary payments:

1. all past due License Fee payments and charges;
2. all License Fee payments that would accrue through the balance of the Term;
3. all applicable late charges, fines, penalties, insufficient funds or other check charges and the like;
4. all expenses that Agent may incur in repairing damage to the Premises; and
5. all court costs, collections costs, and reasonable attorney's fees.

Licensee acknowledges that Licensor reserves the right not to renew or continue this License Agreement for any periods subsequent to the Term. Should Licensee fail to pay any License Fee installment when due or otherwise be in default under the terms of this License Agreement, Licensee agrees to quit and vacate the Premises on or before five (5) days after notice from Agent to quit and vacate the Premises. Failure of Licensee to so quit and vacate the Premises may result in the exercise by Agent of remedies available hereunder and pursuant to applicable laws.

8. **Use.** The Unit shall be occupied by the Licensee exclusively for residential use and for no other purposes. Licensee shall use and occupy the Premises and the Project in compliance with applicable local, State and Federal laws, any rules and regulations of any governmental entity having jurisdiction, as well as any Project Rules and Regulations and the College's and CUNY's guidelines, policies or procedures.

Except for other licensees occupying a portion of the same Unit, no other person or persons shall occupy the Unit without the express written consent of Agent. Guests of Licensee ("Guests") are permitted under the following term and conditions:

- (a) Guests' visits do not exceed three (3) consecutive days or six (6) days in any month.
- (b) all other licensees of the Unit consent to the visit.
- (c) Guest(s) abide by all Project Rules and Regulations and the College's and CUNY's guidelines, policies or procedures applicable to the Premises or the Project.
- (d) Guests shall abide by any and all applicable Federal, State and local laws, regulations and ordinances.
- (e) Licensee, as host, assumes full responsibility for Guests' behavior as well as responsibility for any and all charges or damages that result from Guests' behavior. Licensee must respect the privacy and the right of Licensee's roommates to use the Premises.

Agent may conduct such inspections as Agent deems necessary to determine whether the Unit or any other portion of the Premises is being used for any purpose proscribed hereby.

9. **Reservation / Damage Deposit.** All applications must be accompanied by a \$400.00 reservation / damage deposit. This deposit includes a \$150 Damage Deposit that is refundable if no damages are found at the end of the Licensee's term. The balance of \$250 is a non-refundable Reservation Fee which is applied to the Licensee's first semester housing fees. The College's acceptance of a room reservation deposit does not constitute a guarantee of admission to the college, or a guarantee of a housing assignment.

10. **Roommates.** Licensee may request that other licensees of the Premises be persons identified by Licensee. In the event that any other licensee of the Unit shall fail to take occupancy, or shall cease to occupy the Unit pursuant to a Housing License Agreement with Licensor, Agent shall have the right to make the Premises available to replacement licensees. Agent has no obligation to obtain permission from Licensee with

respect to alternative or replacement licensees of the Unit and shall have no obligation to inform Licensee of new licensee assignments with respect to the Unit. Agent shall have no obligation to grant any request made by Licensee under this provision.

11. **Renewal.** This License Agreement terminates on the Termination Date. In the event Licensee wishes to enter into a new License Agreement for the next academic year, Licensee must comply with Agent's notices and procedures governing License Agreement renewals. Agent reserves the right to refuse to offer a license to occupy any portion of the Premises to Licensee during any subsequent academic year at Agent's sole discretion. Should Licensee desire to occupy any portion of the Unit after the Termination Date, Licensee must execute a new license agreement with Agent that may be at a different License Fee. If Licensee enters into a license agreement for the next academic year, at the option of Agent, Licensee may be permitted to remain in the same Unit for the term of such additional license agreement; provided however, Agent shall be under no obligation to ensure that Licensee remains in the Unit.

12. **Assignment or Subletting.** Licensee shall not assign, sublet or transfer his or her interest in this License Agreement.

13. **Holding Over.** If Licensee fails to timely vacate the Premises, in addition to all other remedies available to Agent, a fee of ONE HUNDRED DOLLARS (\$100.00) per day will be charged to Licensee for each day or portion of a day past the last day of the Term Licensee occupies the Premises. In the event that any items of personal property are left in the Premises after this License Agreement has been terminated, whether by expiration of the Term or otherwise, Agent will consider such items to be abandoned.

14. **Right of Inspection and Entry.** Licensee agrees that Agent or its representative or designee may enter the Unit at reasonable hours for the purpose of making inspections, repairs, and for any other purpose deemed necessary by Agent, and at all times during an emergency. A request by any other licensee of the Unit shall also constitute permission for Agent or its representative or designee to enter into the Unit.

15. **Relocation.** At any time during the Term, should Agent deem it necessary or desirable, Agent shall have the right to move Licensee to similar accommodations within the Premises.

16. **Insurance Acknowledgement.** I hereby acknowledge that no renters insurance is carried by Agent, The Summit, the School or otherwise to cover my personal property against such perils as fire, wind, theft, water damage, etc. and Licensee was encouraged to obtain Renter's Insurance. Renters insurance can provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss. (INITIALS) _____

17. **Notice.** Any notice or communication which either Licensee or Agent is required to give the other shall be in writing, delivered by U.S. mail, addressed to Licensee at the address of the Premises and to Agent at the Project management office or to such other address as Licensee or Agent may from time to time direct by written notice to the other. Any such notice or communication shall be deemed given three (3) days after being deposited in the U.S. mail

18. **Liability.** Neither Agent nor Licensor shall be liable for any personal injury to Licensee or Licensee's Guests, or any damage or loss to Licensee's personal property or the personal property of Licensee's Guests, including but not limited to any injury, loss or damage caused by arson, burglary, assault, vandalism, theft or any other crimes, or damage attributable to (including but not limited to) water, smoke, power surges, fire, or any other calamity, irrespective of the cause. All personal property placed or kept in the Unit, or in any storage room or space or anywhere on the Premises, shall be at Licensee's sole risk and Licensor shall not be liable for any damages to or loss of such property. The obligations of Licensor and Agent under this License Agreement shall not be binding upon Licensor or Agent named herein after the sale, conveyance, assignment or transfer by Licensor or Agent of their interest in the Premises. Neither Licensor, Agent nor any of the direct or indirect partners, shareholders, directors or officers of Licensor or Agent shall be personally liable for the performance of Licensor's or Agent's obligations under this License Agreement. Prior to any such sale, conveyance, assignment or transfer, Licensor's and Agent's liability under this License Agreement shall be limited to Licensor's or Agent's interest in the Premises, and Licensee shall not look to any other property or assets of Licensor or Agent in seeking either to enforce Licensor's or Agent's obligations under this License Agreement or to satisfy a judgment for Licensor's or Agent's failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Licensor or Agent has any liability at all, the liability of Licensor or Agent for such obligations shall be limited to the proceeds received by Licensor from such sale, conveyance, assignment or transfer.

19. **Photograph Release.** I hereby give permission to Licensor and Agent to use any photograph or photographic image taken of me while participating in The Summit sponsored events, or while I am in any public spaces, grounds, or offices of The Summit. It is agreed that the use of my photograph or photographic image shall in no way be used in any other forum other than for legitimate business purposes. I hereby grant The Summit and Capstone Companies or any authorized agent of The Summit, those acting with its authority and permissions, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, and use, re-use, publish, or re-publish photographic portraits or pictures of me or which I may be included, in whole or in part, or composite or distorted in character or form, without restriction as to changes or alterations, in conjunction with my own or a fictitious name, or reproductions thereof in color or otherwise, made through any medium, and in any and all media now, or hereafter known for illustration, promotion, art, editorial, advertising, trade, or any other purpose whatsoever. I also consent to the use of any printed matter in conjunction therewith. I hereby waive any right that I may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection therewith or the use to which it may be applied. I hereby release, discharge, and agree to permission

or authority or those for whom acting from any liability by virtue of any blurring, distortion, alterations, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy. I do hereby release and forever discharge Licensor, the School, Agent, The City University of New York and the State of New York or any of their authorized agents, officers, employees and representatives from any and all demands, causes of action and/or judgments of whatever nature of character, past or future, known or unknown, whether in contract or in tort, whether for personal injuries, property damage, payments, fees, expenses, accounts receivable, credits, refunds, or any other monies due or to become due, or damages of any kind or nature and whether arising from common law or statute, arising out of, in any way, the use of my photograph or photographic image. This release contains the entire agreement between the parties and shall be binding upon and inure to the benefit of the successors and assigns of the Licensee and Licensor.

20. Package Release. I hereby authorize Licensor and Agent to accept packages, parcels, and deliveries as my agent. I understand that packages, parcels, and deliveries accepted at The Summit may not be kept in a locked or otherwise secured area. I understand that any perishable packages, parcels, and deliveries may not be stored in a climate-controlled environment. I agree to hold Licensor and Agent free from liability or responsibility for packages, parcels, or deliveries should they be stolen, lost, damaged, or otherwise harmed. Further, I understand that if I fail to claim such packages, parcels, or deliveries, within seven (7) days, they may be returned to the sender or destroyed.

21. Acknowledgement of Proper Mold Procedures. Licensee agrees to take reasonable steps in order to prevent or minimize the growth of mold and mildew within the Unit. To prevent or minimize the occurrence and growth of mold in the Unit, Licensee hereby agrees to the following:

- Licensee shall (a) remove any visible moisture accumulation in or on the Unit, including moisture accumulation in or on walls, windows, floors, ceilings, and bathroom fixtures, (b) mop up spills and thoroughly dry affected areas as soon as possible after occurrence, and (c) keep climate and moisture in the Unit at reasonable levels.
- Licensee shall clean and dust the Unit regularly, and shall keep the Unit, particularly the kitchen and bathroom, clean and dry.
- Licensee shall promptly notify Manager in writing of the presence of any of the following conditions: (a) a water leak, excessive moisture, or standing water inside the unit or and common areas, (b) mold or mildew growth in or on the Unit that persists, (c) a malfunction in any part of the heating, air-conditioning, or ventilation system in the Unit.
- Licensee shall be liable to Owner for damages sustained to the Unit or to the Licensee person or property as a result of the Licensee failure to comply with the terms of this Article.

22. Fitness Center Liability Release, Waiver, Discharge and Covenant Not to Sue. I fully recognize that there are dangers and risks to which I may be exposed by utilizing the Fitness Center at the Project during the term of my Housing License Agreement. I understand that neither The Summit nor Queens College requires me to participate in the use of the fitness facility, but that I may choose to do so, despite the possible dangers and risks and despite this release. I agree to assume and take on myself all of the risks and responsibilities in any way associated with the use of the fitness facility. In consideration of and return for the services, facilities, and other assistance provided to me by The Summit or the School in connection with the use of the fitness facility, I release Licensor, Agent, the City University of New York, the Dormitory Authority of the State of New York, and the State of New York (and their governing boards, officers, employees, and agents) from any and all liability, claims and actions that may arise from injury or harm to me, from my death or from damage to my property in connection with this activity. I understand that this Release covers liability, claims and actions caused entirely or in part by any acts or failures to act of Licensor or Agent, including but not limited to negligence, mistake, or failure to supervise. I recognize that this Release means that I am giving up, among other things, rights to sue for injuries, damages, or losses I may incur. I also understand that this release also binds my heirs, executors, administrators, and assigns.

23. Counterparts. This License Agreement may be signed in counterparts each of which shall constitute an original and each of which shall be deemed to constitute a single instrument.

24. Permission. Licensee grants permission to Agent to contact the parent or guardian of Licensee if Licensee is under the age of 18 at any time regarding any issue related to Licensee's occupancy of the Unit. Licensee grants permission to Agent to request and receive information from the School, and for the School to release information regarding Licensee's status as a student in good standing, enrollment status, eligibility for housing, and financial aid eligibility/disbursement status to Agent.

25. Permission to Contact Parents / Guardians. Licensee grants permission to Agent to contact the parent or guardian of Licensee if Licensee is under the age of 18 at any time regarding any issue related to Licensee's occupancy of the Unit

26. Severability Clause. If any provision of this License Agreement is determined to be invalid, the remainder of this License Agreement shall not be affected.

27. Interruption of Service. Licensee will receive no reduction in the License Fee, nor will Licensor or Agent be liable to Licensee, due to repairs or interruption of services to utilities, appliances, or other equipment due to defects or circumstances not caused by Licensor's or Agent's negligence or willful misconduct.

28. Use of Facilities. Licensee may use all facilities of the Premises which Agent provides for Licensee's comfort, such as a computer lab, common area or game room. Agent may revoke use of any of these facilities without affecting the remainder of this License Agreement. Licensee

agrees that use of these facilities is solely at Licensee's own risk, and neither Licensor nor Agent shall be responsible for any injury to person or loss or damage to property arising out of Licensee's use thereof, unless the same is caused solely by Licensor's or Agent's negligence or willful misconduct.

29. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to principles of conflicts of law. Any action or proceeding brought in connection with this License Agreement shall be commenced in a court of competent jurisdiction in the City of New York.

30. **Condition of Premises at Conclusion of Term.** Licensee shall be responsible for any and all damage or destruction to the Premises or Unit caused, directly or indirectly, by Licensee or Licensee's Guests. As of the Termination Date, the Premises shall be in the same condition as it was as of the Term Commencement Date, except for and ordinary wear and tear.

31. **Agreement Constitutes a License.** Licensee hereby acknowledges and agrees that this License Agreement constitutes a license and not a lease, and that nothing contained in this Agreement creates a landlord-tenant relationship. In no event shall Licensee, by entering into this License Agreement, occupying the Unit and otherwise performing in accordance with the terms and conditions of this Agreement, be afforded any rights or protections afforded to lessees or tenants under the laws of the State of New York.

32. **Subordination.** The rights of Licensee under this License Agreement are unconditionally subordinate to the lien of any mortgage now or hereafter in effect with respect to the Premises.

33. **Other Conditions.** Licensee agrees that he or she has received and read the Project Rules and Regulations and CUNY Article XV / Rules for Maintenance of Public Order, (collectively, the "Additional Conditions"). All the terms and provisions set forth in the Additional Conditions are incorporated by reference into this License Agreement. Licensee agrees to abide by the Additional Conditions and acknowledges that failure to do so shall be a default under this License Agreement which may result in the exercise of all applicable remedies hereunder.

Appendix III

CUNY Conduct Policies and Procedures The Summit at Queens College

In addition to adherence to the aforementioned policies and procedures, Queens College, CUNY, and all other student residents are expected to abide by all federal, state, and local laws. Violations of applicable laws may result both in administrative action by the Management and/or Queens College or other college, and in criminal investigations and proceedings, at the discretion of the Management and the relevant college officials.

CONDUCT VIOLATIONS: CUNY POLICIES

Henderson Rules

The tradition of the University as a sanctuary of academic freedom and center of informed discussion is an honored one, to be guarded vigilantly. The basic significance of that sanctuary lies in the protection of intellectual freedoms: the rights of professors to teach, of scholars to engage in the advancement of knowledge, of students to learn and to express their views, free from external pressures or interference. These freedoms can flourish only in an atmosphere of mutual respect, civility, and trust among teachers and students, only when members of the University community are willing to accept self-restraint and reciprocity as the condition upon which they share in its intellectual autonomy.

With respect to enforcement of these rules and regulations we note that the Bylaws of the Board of Higher Education provide that:

"THE PRESIDENT"

The president, with respect to his/her education unit, shall:

- A. Have the affirmative responsibility of conserving and enhancing the educational standards of the college and schools under his/her jurisdiction;
- B. Be the advisor and executive agent of the Board of his/her respective College Committee and as such shall have the immediate supervision with full discretionary power in carrying into effect the Bylaws, resolutions, and policies of the Board, the lawful resolutions of any of its committees and the policies, programs and lawful resolutions of the several facilities;
- C. Exercise general superintendence over the concerns, officers, employees, and students of his/her educational unit.

Henderson Rules

1. A member of the academic community shall not intentionally obstruct and/or forcibly prevent others from the exercise of their rights. Nor shall he/she interfere with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.
2. Individuals are liable for failure to comply with lawful directions issued by representatives of the University/ College when they are acting in their official capacities. Members of the academic community are required to show their identification cards when requested to do so by an official of the college.
3. Unauthorized occupancy of University/College facilities or blocking access to or from such areas is prohibited. Permission from appropriate college authorities must be obtained for removal, relocation, and use of University/ college equipment and/or supplies.
4. Theft from, or damage to University/College premises or property, or theft of or damage to property of any person on University/College premises is prohibited.
5. Each member of the academic community or an invited guest has the right to advocate his/her position without having to fear abuse, physical, verbal, or otherwise, from others supporting conflicting points of view. Members of the academic community and other persons on the college grounds shall not use language or take actions reasonably likely to provoke or encourage physical violence by demonstrators, those demonstrated against, or spectators.
6. Action may be taken against any and all persons who have no legitimate reason for their presence on any campus within the University/College, or whose presence on any such campus obstructs and/or forcibly prevents others from the exercise of their rights or interferes with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.
7. Disorderly or indecent conduct on University/College- owned or controlled property is prohibited.
8. No individual shall have in his/her possession a rifle, shotgun, or firearm or knowingly have in his/her possession any other dangerous instruments or material that can be used to inflict bodily harm on an individual or damage upon a building or the grounds of the University/College without the written authorization of such educational institution. Nor shall any individual have

in his/her possession any other instrument or material which can be used and is intended to inflict bodily harm on any individual or damage upon a building or the grounds of the University/College.

9. Any action or situation which recklessly or intentionally endangers mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization is prohibited.
10. The unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or other controlled substances by University employees in the workplace, or the performance by University employees in the workplace of any work while under the influence of an unlawfully obtained controlled substance, is prohibited. Employees of the University must also notify the College Personnel Director of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
11. The unlawful possession, use, or distribution of alcohol by students or employees on University/College premises or as part of any University/College activities is prohibited.

Penalties

1. Any student engaging any manner in conduct prohibited under substantive Rules 1-9 shall be subject to the following range of sanctions as hereafter defined in the attached Appendix: admonition, warning, censure, disciplinary probation, restitution, suspension, expulsion, ejection, and/or arrest by the civil authorities.
2. Any tenured or non-tenured faculty member, or other member of the instruction staff or member of the classified staff engaging in any manner of conduct prohibited under substance rules I-II shall be subject to the following range of penalties: warning, censure, restitution, fine not exceeding those permitted by law or by the Bylaws of The City University of New York or suspension with/without pay pending a hearing before an appropriate college authority, dismissal after a hearing, ejection, and/or arrest by the civil authorities, and for engaging in any manner in conduct prohibited under substantive rule IO, may, in the alternative, be required to participate satisfactorily in an appropriately licensed drug treatment or rehabilitation program. A tenured or non-tenured faculty member or other member of the instructional staff, or member of the classified staff charged with engaging in any manner in conduct prohibited under substantive Rules I-II shall be entitled to be treated in accordance with applicable provisions of the Education Law or the Civil Service Law or the applicable collective bargaining agreement, or the Bylaws or written policies of The City University of New York.
3. Any visitor, licensee, or invitee, engaging in any manner in conduct prohibited under substantive Rules I-II shall be subject to ejection, and/or arrest by the civil authorities.
4. Any organization which authorized the conduct prohibited under substantive rules I-II shall have its permission to operate on campus rescinded.

Penalties 1-4 shall be in addition to any other penalty provided by law or The City University Trustees

Sanctions defined:

- A. **Admonition** - An oral statement to the offender that he/she has violated University rules.
- B. **Warning** - Notice to the offender, orally or in writing, that continuation or repetition of the wrongful conduct, within a period of time stated in the warning, may cause far more severe disciplinary action.
- C. **Censure** - Written reprimand for violation of specified regulation, including the possibility of more severe disciplinary sanction in the event of conviction for the violation of any University regulation within a period stated in the letter of reprimand.
- D. **Disciplinary Probation** - Exclusion from participation in privileges or extracurricular University activities as set forth in the notice of disciplinary probation for a specified period of time.
- E. **Restitution** - Reimbursement for damage to or misappropriation of property. Reimbursement may take the form of appropriate service to repair or otherwise compensate for damages.
- F. **Suspension** - Exclusion from classes and other privileges or activities as set forth in the notice of suspension for a definite period of time.
- G. **Expulsion** - Termination of student status for an indefinite period. The conditions of readmission, if any is permitted, shall be stated in the order of expulsion.
- H. **Complaint to Civil Authorities**
- I. **Ejection**

THE CITY UNIVERSITY OF NEW YORK POLICY ON DRUGS AND ALCOHOL

The City University of New York ("CUNY") is an institution committed to promoting the physical, intellectual, and social development of all individuals. As such, CUNY seeks to prevent the inappropriate use of drugs and alcohol, which can adversely impact performance and threaten the health and safety of students, employees, their families, and the general public. CUNY complies with all federal, state, and local laws concerning the unlawful possession, use, and distribution of drugs and alcohol.

Federal law requires that CUNY adopt and implement a program to prevent the use of illicit drugs and abuse of alcohol by students and employees. As part of its program, CUNY has adopted this policy, which sets forth (1) the standards of conduct that students and employees are expected to follow; (2) CUNY sanctions for the violation of this policy; and (3) responsibilities of the CUNY colleges/units in enforcing this policy. CUNY's policy also (1) sets forth the procedures for disseminating the policy, as well as information about the health risks of illegal drug and alcohol use, criminal sanctions for such use, and available counseling, treatment, or rehabilitation programs, to students and employees; and (2) requires each college to conduct a biennial review of drug and alcohol use and prevention on its campus.

This policy applies to all CUNY students, employees and visitors when they are on CUNY property, including CUNY residence halls, as well as when they are engaged in any CUNY-sponsored activities off campus.

CUNY STANDARDS OF CONDUCT

The unlawful manufacture, distribution, dispensation, possession, or use of drugs or alcohol by anyone, on CUNY property (including CUNY residence halls), in CUNY buses or vans, or at CUNY-sponsored activities, is prohibited. In addition, CUNY employees are prohibited from illegally providing drugs or alcohol to CUNY students and from permitting CUNY students to illegally use drugs or alcohol. Finally, no student may possess or consume alcoholic beverages in any CUNY residence hall, regardless of whether the student is of lawful age. For purposes of this policy, a CUNY residence hall means a residence hall owned and/or operated by CUNY, or operated by a private management company on CUNY's behalf.

In order to make informed choices about the use of drugs and alcohol, CUNY students and employees are expected to educate themselves about the physiological, psychological, and social consequences of substance abuse.

CUNY SANCTIONS

Employees and students who violate this policy are subject to sanctions under University policies, procedures and collective bargaining agreements, as described below. Employees and students should be aware that, in addition to these CUNY sanctions, the University will contact appropriate law enforcement agencies if they believe that a violation of the policy should also be treated as a criminal matter.

STUDENTS

Students are expected to comply with the CUNY and college policies with respect to drugs and alcohol. Any student found in violation may be subject to disciplinary action under Article 15 of the Bylaws of the Board of Trustees, which may result in sanctions up to and including expulsion from the University.

In addition, any student who resides in a CUNY residence hall and who is found to have violated any CUNY or college policy with respect to drugs and alcohol may be subject to sanctions under the CUNY Residence Hall Disciplinary Procedures, up to and including expulsion from the residence hall.

In lieu of formal disciplinary action, CUNY may, in appropriate cases, seek to resolve the matter through an agreement pursuant to which the student must see a counselor or successfully participate in a drug and alcohol treatment program.

In accordance with the Federal Educational Rights and Privacy Act ("FERPA"), CUNY may also choose—when appropriate—to contact parents or legal guardians of students who have violated the CUNY policy on drugs and alcohol.

EMPLOYEES

Any employee found to have violated this CUNY policy may be subject to disciplinary action, in accordance with the procedures set forth in applicable CUNY policies, rules, regulations, and collective bargaining agreements. Sanctions may include a reprimand, suspension without pay, or termination of employment. In lieu of formal disciplinary action, CUNY may, in appropriate cases, seek to resolve the matter through an agreement pursuant to which the employee must successfully participate in a drug or alcohol treatment program.

RESPONSIBILITIES OF CUNY COLLEGES/UNITS

Each college or unit of the University should make its best efforts to educate employees and students about this policy and the risks associated with the unlawful possession, use, or distribution of illegal drugs and alcohol. The President of each college or unit may choose to ban alcohol at on-campus functions or at any particular function. This policy, together with information about the health risks of illegal drug and alcohol use, criminal sanctions for such use, and counseling, treatment, or rehabilitation programs available to employees or students, must be distributed annually to all employees and students. The Chief Student Affairs Officer shall be responsible for the distribution of this material to students, and the Director of Human Resources shall be responsible for the distribution of the material to employees.

The Vice President for Administration, or person performing the equivalent function at each college or unit of CUNY, shall be responsible for conducting a biennial review to determine the effectiveness of CUNY's drug and alcohol program at its college or unit, and to ensure that sanctions for drug and alcohol violations are consistently enforced. Upon completion, the biennial review must be sent to the University's Executive Vice Chancellor and Chief Operating Officer. This biennial review must include the number of drug and alcohol-related violations and fatalities that occur on the college's campus or as part of the college's activities, as well as the number and type of sanctions imposed as a result of drug and alcohol-related violations and fatalities that occur at the college as part of its activities.

SEXUAL HARASSMENT GUIDELINES

Policy Statement

It is the policy of The City University of New York to promote a cooperative work and academic environment in which there exists mutual respect for all University students, faculty, and staff. Harassment of employees or students based upon sex is inconsistent with this objective and contrary to the University's non-discrimination policy. Sexual harassment is illegal under Federal, State, and City laws, and will not be tolerated within the University.

The University, through its colleges, will disseminate this policy and take other steps to educate the University community about sexual harassment. The University will establish procedures to ensure that investigations of allegations of sexual harassment are conducted in a manner that is prompt, fair, thorough, and as confidential as possible under the circumstances, and that appropriate corrective and/or disciplinary action is taken as warranted by the circumstances when sexual harassment is determined to have occurred. Members of the University community who believe them to be aggrieved under this policy are strongly encouraged to report the allegations of sexual harassment as promptly as possible. Delay in making a complaint of sexual harassment may make it more difficult for the college to investigate the allegations.

A. Prohibited Conduct

It is a violation of University policy for any member of the University community to engage in sexual harassment or to retaliate against any member of the University community for raising an allegation of sexual harassment, for filing a complaint alleging sexual harassment, or for participating in any proceeding to determine if sexual harassment has occurred.

B. Definition of Sexual Harassment

For purposes of this policy, sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other oral or written communications or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or academic standing;
2. submission to or rejection of such conduct by an individual is used as a basis for employment or academic decisions affecting such individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance or creating an intimidating, hostile or abusive work or academic environment.

Policy Against Sexual Harassment

Sexual harassment can occur between individuals of different sexes or of the same sex. Although sexual harassment most often exploits a relationship between individuals of unequal power (such as between a faculty member and student, supervisor and employee, or tenured and untenured faculty members), it may also occur between individuals of equal power (such as between fellow students or co-workers), or in some circumstances even where it appears that the harasser has less power than the individual harassed (for example, a student sexually harassing a faculty member). A lack of intent to harass may be relevant to, but will not be determinative of, whether sexual harassment has occurred.

C. Examples of Sexual Harassment

Sexual harassment may take different forms. Using a person's response to a request for sexual favors as a basis for an academic or employment decision is one form of sexual harassment. Examples of this type of sexual harassment include, but are not limited to, the following:

- requesting or demanding sexual favors in exchange for employment or academic opportunities (such as hiring, promotions, grades, or recommendations);
- submitting unfair or inaccurate job or academic evaluations or grades, or denying training, promotion, or access to any other employment or academic opportunity, because sexual advances have been rejected.

Other types of unwelcome conduct of a sexual nature can also constitute sexual harassment, if sufficiently severe or pervasive that the target does find, and a reasonable person would find, that an intimidating, hostile or abusive work or academic environment has been created. Examples of this kind of sexual harassment include, but are not limited to, the following:

- sexual comments, teasing, or jokes;
- sexual slurs, demeaning epithets, derogatory statements, or other verbal abuse;
- graphic or sexually suggestive comments about an individual's attire or body;
- inquiries or discussions about sexual activities;
- pressure to accept social invitations, to meet privately, to date, or to have sexual relations;
- sexually suggestive letters or other written materials;
- sexual touching, brushing up against another in a sexual manner, graphic or sexually suggestive gestures, cornering, pinching, grabbing, kissing, or fondling;
- coerced sexual intercourse or sexual assault.

D. Consensual Relationships

Amorous, dating, or sexual relationships that might be appropriate in other circumstances have inherent dangers when they occur between a faculty member, supervisor, or other member of the University community and any person for whom he or she has a professional responsibility. These dangers can include: that a student or employee may feel coerced into an unwanted relationship because he or she fears that refusal to enter into the relationship will adversely affect his or her education or employment; that conflicts of interest may arise when a faculty member, supervisor, or other member of the University community is required to evaluate the work or make personnel or academic decisions with respect to an individual with whom he or she is having a romantic relationship; that students or employees may perceive that a fellow student or co-worker who is involved in a romantic relationship will receive an unfair advantage; and that if the relationship ends in a way that is not amicable, either or both of the parties may wish to take action to injure the other party.

Faculty members, supervisors, and other members of the University community who have professional responsibility for other individuals, accordingly, should be aware that any romantic or sexual involvement with a student or employee for whom they have such a responsibility may raise questions as to the mutuality of the relationship and may lead to charges of sexual harassment. For the reasons stated above, such relationships are strongly discouraged.

For purposes of this section, an individual has "professional responsibility" for another individual at the University if he or she performs functions including, but not limited to, teaching, counseling, grading, advising, evaluating, hiring, supervising, or making decisions or recommendations that confer benefits such as promotions, financial aid awards or other remuneration, or that may impact upon other academic or employment opportunities.

E. Academic Freedom

This policy shall not be interpreted so as to constitute interference with academic freedom.

F. False and Malicious Accusations

Members of the University community who make false and malicious complaints of sexual harassment, as opposed to complaints which, even if erroneous, are made in good faith, will be subject to disciplinary action.

G. Procedures

The University has developed procedures to implement this policy. The President of each constituent college of the University, the Senior Vice Chancellor at the Central Office, and the Dean of the Law School shall have ultimate responsibility for overseeing compliance with this policy at his or her respective unit of the University. In addition, each dean, director, department chairperson, executive officer, administrator, or other person with supervisory responsibility shall be required to report any complaint of sexual harassment to the individual or individuals designated in the procedures. All members of the University community are required to cooperate in any investigation of a sexual harassment complaint.

H. Enforcement

There is a range of corrective actions and penalties available to the University for violations of this policy. Students, faculty, or staff who are found, following applicable disciplinary proceedings, to have violated this Policy are subject to various penalties, including termination of employment and/or student expulsion from the University.

Effective October 1, 1995

(Revised January 1, 2005)

FILE SHARING AND COPYRIGHTED MATERIAL

Peer-to-peer (P2P) file-sharing programs have become a popular way to exchange music, movies, games and software over the Internet. Academic applications of these programs are also expanding. If you use P2P programs, we want you to be aware of certain personal risks.

P2P file-sharing programs are not illegal. However, they can be used for illegal copying or distributing of music, movie, software and other files. Most material is copyrighted; downloading or distributing such material without permission of the copyright holder is a violation of U.S. copyright law. If you use a P2P program to download, trade or share files without appropriate permission, you may be liable for money damages and even jail time. In addition, this kind of use is in violation of CUNY's policy on Use of CUNY Computer Resources and may subject you to disciplinary action.

The risk of suit is real. Automated scanning software helps copyright holders identify infringements. On September 8, 2003 the Recording Industry Association of America (RIAA), the trade group that represents the U.S. recording industry, filed lawsuits against 216 individuals who distributed substantial amounts of copyrighted music on P2P networks. The RIAA has announced that this is the first wave of what could be thousands of civil lawsuits against individuals.

As the Internet Service Provider to the University community, CUNY is required by law to respond when notified of infringing material located on CUNY networks. If CUNY failed to act, it could share liability as the owner of the network. CUNY will therefore notify the alleged infringer and may terminate network access until the problem is corrected. CUNY may also be required to identify individuals who have violated copyright laws.

You should also be aware that P2P file sharing may decrease computer security and make it vulnerable to hacking or computer viruses. Furthermore, P2P activity on CUNY networks consumes a disproportionate amount of network resources. In an environment where we share network resources, this is unfair, and may mean that instructional, research and administrative activities are compromised.

There is much debate about copyright law in the digital age. If you don't like the law regarding P2P file-sharing, learn more about it and become involved in trying to change it. In the meantime, protect yourself by acting responsibly and respecting the intellectual property rights of others.

Office of the General Counsel and Vice Chancellor for Legal Affairs Frederick P. Schaffer, Vice Chancellor
October 20, 2003 File Sharing and Copyrighted Material

The City University of New York

POLICY ON ACCEPTABLE USE OF COMPUTERS

Introduction

CUNY's computer resources are dedicated to the support of the university's mission of education, research and public service. In furtherance of this mission, CUNY respects, upholds and endeavors to safeguard the principles of academic freedom, freedom of expression and freedom of inquiry.

CUNY recognizes that there is a concern among the university community that because information created, used, transmitted or stored in electronic form is by its nature susceptible to disclosure, invasion, loss, and similar risks, electronic communications and transactions will be particularly vulnerable to infringements of academic freedom. CUNY's commitment to the principles of academic freedom and freedom of expression includes electronic information. Therefore, whenever possible, CUNY will resolve doubts about the need to access CUNY computer resources in favor of a user's privacy interest.

However, the use of CUNY computer resources, including for electronic transactions and communications, like the use of other university-provided resources and activities, is subject to the requirements of legal and ethical behavior. This policy is intended to support the free exchange of ideas among members of the CUNY community and between the CUNY community and other communities, while recognizing the responsibilities and limitations associated with such exchange.

Applicability

This policy applies to all users of CUNY computer resources, whether affiliated with CUNY or not, and whether accessing those resources on a CUNY campus or remotely.

This policy supersedes the CUNY policy titled "CUNY Computer User Responsibilities" and any college policies that are inconsistent with this policy.

Definitions

"CUNY Computer resources" refers to all computer and information technology hardware, software, data, access and other resources owned, operated, or contracted by CUNY. This includes, but is not limited to, personal computers, handheld devices, workstations, mainframes, minicomputers, servers, network facilities, databases, memory, and associated peripherals and software, and the applications they support, such as e-mail and access to the internet.

"E-mail" includes point-to-point messages, postings to newsgroups and lists, and other electronic messages involving computers and computer networks.

Rules for Use of CUNY Computer Resources

1. Authorization. Users may not access a CUNY computer resource without authorization or use it for purposes beyond the scope of authorization. This includes attempting to circumvent CUNY computer resource system protection facilities by hacking, cracking or similar activities, accessing or using another person's computer account, and allowing another person to access or use the user's account. This provision shall not prevent a user from authorizing a colleague or clerical assistant to access information under the user's account on the user's behalf while away from a CUNY campus or because of a disability. CUNY computer resources may not be used to gain unauthorized access to another computer system within or outside of CUNY. Users are responsible for all actions performed from their computer account that they permitted or failed to prevent by taking ordinary security precautions.

2. Purpose. Use of CUNY computer resources is limited to activities relating to the performance by CUNY employees of their duties and responsibilities. For example, use of CUNY computer resources for private commercial or not-for-profit business purposes, for private advertising of products or services, or for any activity meant solely to foster personal gain, is prohibited. Similarly, use of CUNY computer resources for partisan political activity is also prohibited.

Except with respect to CUNY employees other than faculty, where a supervisor has prohibited it in writing, incidental personal use of computer resources is permitted so long as such use does not interfere with CUNY operations, does not compromise the functioning of CUNY computer resources, does not interfere with the user's employment or other obligations to CUNY, and is otherwise in compliance with this policy.

3. Compliance with Law. CUNY computer resources may not be used for any purpose or in any manner that violates CUNY rules, regulations or policies, or federal, state or local law. Users who engage in electronic communications with persons in other states or countries or on other systems or networks may also be subject to the laws of those other states and countries, and the rules and policies of those other systems and networks. Users are responsible for ascertaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular use.

Examples of applicable federal and state laws include the laws of libel, obscenity and child pornography, as well as the following:

- Family Educational Rights and Privacy Act
- Electronic Communications Privacy Act
- Computer Fraud and Abuse Act
- New York State Freedom of Information Law
- New York State Law with respect to the confidentiality of library records

Examples of applicable CUNY rules and policies include the following:

Sexual Harassment Policy

Policy on Maintenance of Public Order

Web Site Privacy Policy

Gramm-Leach-Bliley Information Security Program

University Policy on Academic Integrity

Information Security policies

4. Licenses and Intellectual Property. Users of CUNY computer resources may use only legally obtained, licensed data or software and must comply with applicable licenses or other contracts, as well as copyright, trademark and other intellectual property laws.

Much of what appears on the internet and/or is distributed via electronic communication is protected by copyright law, regardless of whether the copyright is expressly noted. Users of CUNY computer resources should generally assume that material is copyrighted unless they know otherwise, and not copy, download or distribute copyrighted material without permission unless the use does not exceed fair use as defined by the federal Copyright Act of 1976. Protected material may include, among other things, text, photographs, audio, video, graphic illustrations, and computer software.

5. False Identity and Harassment. Users of CUNY computer resources may not employ a false identity, mask the identity of an account or computer, or use computer resources to engage in abuse of others, such as sending harassing, obscene, threatening, abusive, deceptive, or anonymous messages within or outside CUNY.

6. Confidentiality. Users of CUNY computer resources may not invade the privacy of others by, among other things, viewing, copying, modifying or destroying data or programs belonging to or containing personal or confidential information about others, without explicit permission to do so. CUNY employees must take precautions to protect the confidentiality of personal or confidential information encountered in the performance of their duties or otherwise.

7. Integrity of Computer Resources. Users may not install, use or develop programs intended to infiltrate or damage a computer resource, or which could reasonably be expected to cause, directly or indirectly, excessive strain on any computing facility. This includes, but is not limited to, programs known as computer viruses, Trojan horses, and worms. Users should consult with the IT director at their college before installing any programs that they are not sure are safe.

8. Disruptive Activities. CUNY computer resources must not be used in a manner that could reasonably be expected to cause or does cause, directly or indirectly, unwarranted or unsolicited interference with the activity of other users. This provision explicitly prohibits chain letters, virus hoaxes or other intentional e-mail transmissions that disrupt normal e-mail service. Also prohibited are spamming, junk mail or other unsolicited mail that is not related to CUNY business and is sent without a reasonable expectation that the recipient would welcome receiving it, as well as the inclusion on e-mail lists of individuals who have not requested membership on the lists, other than the inclusion of members of the CUNY community on lists related to CUNY business. CUNY has the right to require users of CUNY computer resources to limit or refrain from other specific uses if, in the opinion of the IT director at the user's college, such use interferes with efficient operations of the system, subject to appeal to the President or, in the case of central office staff, to the Chancellor.

9. CUNY Names and Trademarks. CUNY names, trademarks and logos belong to the university and are protected by law. Users of CUNY computer resources may not state or imply that they speak on behalf of CUNY or use a CUNY name, trademark or logo without authorization to do so. Affiliation with CUNY does not, by itself, imply authorization to speak on behalf of CUNY.

10. Security. CUNY employs various measures to protect the security of its computer resources and of users' accounts. However, CUNY cannot guarantee such security. Users are responsible for engaging in safe computing practices such as guarding and not sharing their passwords, changing passwords regularly, logging out of systems at the end of use, and protecting private information, as well as for following CUNY's Information Security policies and procedures. Users must report incidents of Information Security policy non-compliance or other security incidents to CUNY's Chief Information Officer and Chief Information Security Officer, and the IT director at the affected user's college.

11. Filtering. CUNY reserves the right to install spam, virus and spy ware filters and similar devices if necessary in the judgment of CUNY's Office of Information Technology or a college IT director to protect the security and integrity of CUNY computer resources. Notwithstanding the foregoing, CUNY will not install filters that restrict access to e-mail, instant messaging, chat rooms or websites based solely on content.

12. Confidential Research Information. Principal investigators and others who use CUNY computer resources to store or transmit research information that is required by law or regulation to be held confidential or for which a promise of confidentiality has been given, are responsible for taking steps to protect confidential research information from unauthorized access or modification. In general, this means storing the information on a computer that provides strong access controls (passwords) and encrypting files, documents, and messages for protection against inadvertent or unauthorized disclosure while in storage or in transit over data networks. Robust encryption is strongly recommended for information stored electronically on all computers, especially portable devices such as

notebook computers, Personal Digital Assistants (PDAs), and portable data storage (e.g., memory sticks) that are vulnerable to theft or loss, as well as for information transmitted over public networks. Software and protocols used should be reviewed and approved by CUNY's Office of Information Technology.

13. CUNY Access to Computer Resources.

CUNY does not routinely monitor, inspect, or disclose individual usage of its computer resources without the user's consent. In most instances, if the university needs information located in a CUNY computer resource, it will simply request it from the author or custodian. However, CUNY IT professionals and staff do regularly monitor general usage patterns as part of normal system operations and maintenance and might, in connection with these duties, observe the contents of web sites, e-mail or other electronic communications. Except as provided in this policy or by law, these individuals are not permitted to seek out contents or transactional information, or disclose or otherwise use what they have observed. Nevertheless, because of the inherent vulnerability of computer technology to unauthorized intrusions, users have no guarantee of privacy during any use of CUNY computer resources or in any data in them, whether or not a password or other entry identification or encryption is used. Users may expect that the privacy of their electronic communications and of any materials contained in computer storage in any CUNY electronic device dedicated to their use will not be intruded upon by CUNY except as outlined in this policy.

CUNY may specifically monitor or inspect the activity and accounts of individual users of CUNY computer resources, including individual login sessions, e-mail and other communications, without notice, in the following circumstances:

- a. when the user has voluntarily made them accessible to the public, as by posting to Usenet or a web page;
- b. when it is reasonably necessary to do so to protect the integrity, security, or functionality of CUNY or other computer resources, as determined by the college chief information officer or his or her designee, after consultation with CUNY's chief information officer or his or her designee;
- c. when it is reasonably necessary to diagnose and resolve technical problems involving system hardware, software, or communications, as determined by the college chief information officer or his or her designee, after consultation with CUNY's chief information officer or his or her designee;
- d. when it is reasonably necessary to protect CUNY from liability, or when failure to act might result in significant bodily harm, significant property loss or damage, or loss of significant evidence, as determined by the college president or a vice president designated by the president, after consultation with the Office of General Counsel and the Chair of the University Faculty Senate (if a CUNY faculty member's account or activity is involved) or Vice Chair if the Chair is unavailable;
- e. when there is a reasonable basis to believe that CUNY policy or federal, state or local law has been or is being violated, as determined by the college president or a vice president designated by the president, after consultation with the Office of General Counsel and the Chair of the University Faculty Senate (if a CUNY faculty member's account or activity is involved) or Vice Chair if the Chair is unavailable;
- f. when an account appears to be engaged in unusual or unusually excessive activity, as indicated by the monitoring of general activity and usage patterns, as determined by the college president or a vice president designated by the president and the college chief information officer or his or her designee, after consultation with CUNY's chief information officer or his or her designee, the Office of General Counsel, and the Chair of the University Faculty Senate (if a CUNY faculty member's account or activity is involved) or Vice Chair if the Chair is unavailable; or
- g. as otherwise required by law.

In those situations in which the Chair of the University Faculty Senate is to be consulted prior to monitoring or inspecting an account or activity, the following procedures shall apply: (i) the college president shall report the completion of the monitoring or inspection to the Chair and the CUNY employee affected, who shall also be told the reason for the monitoring or inspection, except where specifically forbidden by law; and (ii) if the monitoring or inspection of an account or activity requires physical entry into a faculty member's office, the faculty member shall be advised prior thereto and shall be permitted to be present to observe, except where specifically forbidden by law.

A CUNY employee may apply to the General Counsel for an exemption from some or all of the circumstances under which CUNY may inspect and monitor computer resource activity and accounts, pursuant to subparagraphs (a)-(f) above, with respect to a CUNY computer resource used solely for the collection, examination, analysis, transmission or storage of confidential research data. In considering such application, the General Counsel shall have the right to require the employee to affirm in writing that the computer resource will be used solely for the confidential research. Any application for exemption should be made prior to using the computer resource for the confidential research.

CUNY, in its discretion, may disclose the results of any general or individual monitoring or inspection to appropriate CUNY personnel or agents, or law enforcement or other agencies. The results may be used in college disciplinary proceedings, discovery proceedings in legal actions, or otherwise as is necessary to protect the interests of the University.

In addition, users should be aware that CUNY may be required to disclose to the public under the New York State Freedom of Information Law communications made by means of CUNY computer resources in conjunction with University business.

Any disclosures of activity of accounts of individual users to persons or entities outside of CUNY, whether discretionary or required by law, shall be approved by the General Counsel and shall be conducted in accordance with any applicable law. Except where specifically forbidden by law, CUNY employees subject to such disclosures shall be informed promptly after the disclosure of the actions taken and the reasons for them.

The Office of General Counsel shall issue an annual statement of the instances of account monitoring or inspection that fall within categories (d) through (g) above. The statement shall indicate the number of such instances and the cause and result of each. No personally identifiable data shall be included in this statement.

See CUNY's Web Site Privacy Policy for additional information regarding data collected by CUNY from visitors to the CUNY website at www.cuny.edu.

14. Enforcement. Violation of this policy may result in suspension or termination of an individual's right of access to CUNY computer resources, disciplinary action by appropriate CUNY authorities, referral to law enforcement authorities for criminal prosecution, or other legal action, including action to recover civil damages and penalties.

Violations will normally be handled through the university disciplinary procedures applicable to the relevant user. For example, alleged violations by students will normally be investigated, and any penalties or other discipline will normally be imposed, by the Office of Student Affairs.

CUNY has the right to temporarily suspend computer use privileges and to remove from CUNY computer resources material it believes violates this policy, pending the outcome of an investigation of misuse or finding of violation. This power may be exercised only by the President of each college or the Chancellor.

15. Additional Rules. Additional rules, policies, guidelines and/or restrictions may be in effect for specific computers, systems, or networks, or at specific computer facilities at the discretion of the directors of those facilities. Any such rules which potentially limit the privacy or confidentiality of electronic communications or information contained in or delivered by or over CUNY computer resources will be subject to the substantive and procedural safeguards provided by this policy.

16. Disclaimer. CUNY shall not be responsible for any damages, costs or other liabilities of any nature whatsoever with regard to the use of CUNY computer resources. This includes, but is not limited to, damages caused by unauthorized access to CUNY computer resources, data loss, or other damages resulting from delays, non-deliveries, or service interruptions, whether or not resulting from circumstances under the CUNY's control.

Users receive and use information obtained through CUNY computer resources at their own risk. CUNY makes no warranties (expressed or implied) with respect to the use of CUNY computer resources. CUNY accepts no responsibility for the content of web pages or graphics that are linked from CUNY web pages, for any advice or information received by a user through use of CUNY computer resources, or for any costs or charges incurred by a user as a result of seeking or accepting such advice or information.

CUNY reserves the right to change this policy and other related policies at any time. CUNY reserves any rights and remedies that it may have under any applicable law, rule or regulation. Nothing contained in this policy will in any way act as a waiver of such rights and remedies.

Last Updated: 2/8/07

CONDUCT VIOLATIONS: PROCEDURES

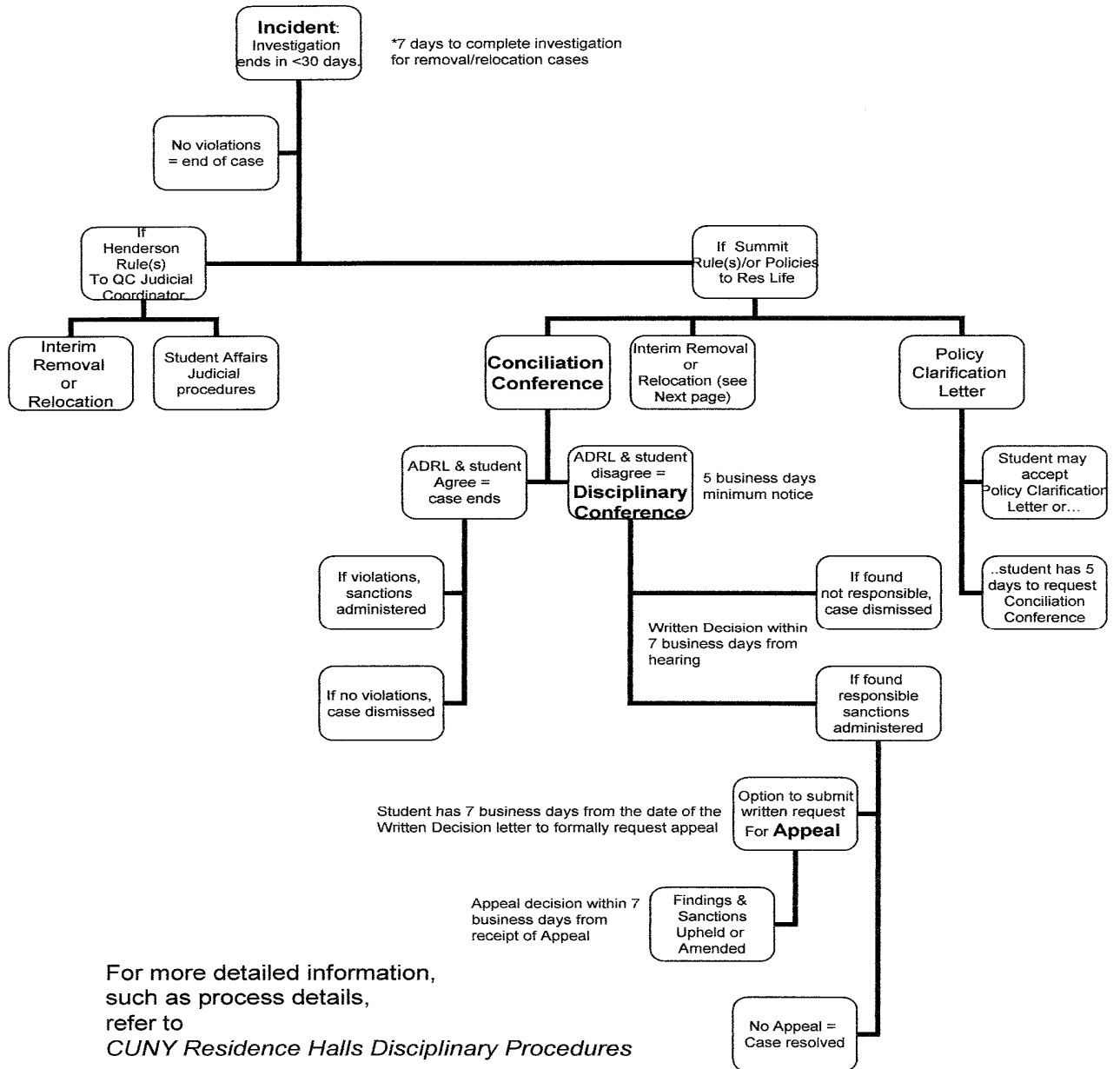
DISCIPLINARY PROTOCOL

All resident students alleged to have engaged in conduct that violates the policies described in this Handbook or other Summit Rules are subject to discipline according to the procedures described herein and/or the procedures contained in this Appendix. The Management will address most disciplinary issues of The Summit residents for violations of The Summit Rules, including the policies enumerated in this Handbook. However, the Management will consult with the Queens College VP of Student Affairs concerning residents who are CUNY students whose conduct also violates the Henderson Rules, other Queens College or CUNY rules and regulations, or law. In cases involving severe offenses, the Management will refer those residents either to the Queens College Office of Student Affairs, or, in the case of residents who attend other CUNY colleges, to the Office of Student Affairs of their home colleges, for disciplinary action under Article XV of the Bylaws of the CUNY Board of Trustees.

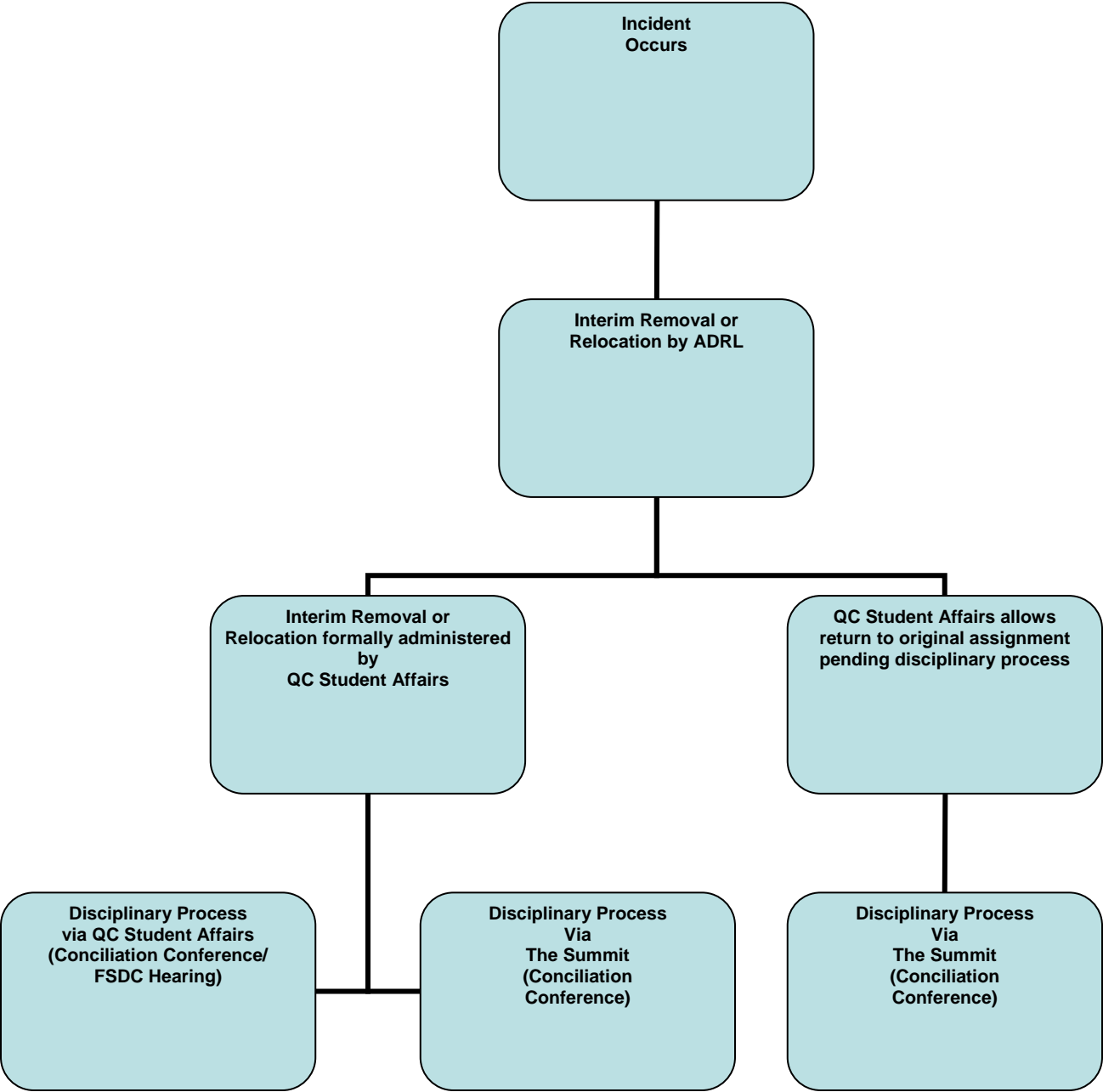
The Management will address disciplinary issues of non-CUNY students, but will also inform the appropriate official at those students' home colleges of the conduct at issue and the ultimate resolution of any disciplinary action taken against the student.

In addition, Queens College and other CUNY students whose conduct presents a direct threat of harm to themselves or others, or substantially interferes with the working or learning environment of others, and whose conduct appears to be connected to a mental health or other medical issue, will be referred to the Queens College Office of Student Affairs or the Office of Student Affairs of their home colleges, as applicable, who may address the students' conduct under CUNY's medical withdrawal policy.

The Summit Disciplinary Process Overview



EMERGENCY INTERIM RELOCATION OR REMOVAL



DISCIPLINARY PROCEDURES

I. Interim Sanctions in Emergency Situations

A. Emergency Interim Removal:

If a resident's behavior presents an immediate, severe and direct threat to him or herself or others (by evidencing a likelihood of harm to him or herself or others), or is substantially disrupting the learning or working environment of others, the resident may be removed from the residence hall for a period not to exceed seven business days, pending the results of administrative proceedings or, where mental health issues are present, psychological evaluation.

The fact that a resident has threatened to commit or attempted to commit suicide, however, may not, in and of itself, be used as the basis for an emergency interim removal. In such a circumstance, the resident shall be referred to a mental health professional under the Medical Withdrawal Policy for an assessment of whether the resident presents a direct threat to him or herself or others.

Following an emergency interim removal of a student, the next step in the applicable and appropriate process (either under these procedures, the Medical Withdrawal Policy, or Article XV) should be taken as soon as soon as practicable, and in no event later than the time deadlines outlined in the applicable policy.

A student removed on an interim basis will be granted a Conciliation Conference as soon as is practical.

B. Emergency Interim Relocation:

A student may be relocated from one area of a residence hall to a different location in that building or, if applicable, to a different building in the complex. This relocation may be made permanent or temporary until a permanent space is located by the residence hall staff. The interim relocation shall become immediately effective without prior notice whenever there is evidence that the student's continued presence in the current residence poses a significant disruption to other persons or property or to the stability and continuance of normal housing functions.

Following an emergency interim relocation of a student, the next step in the applicable and appropriate process (either under these procedures, the Medical Withdrawal Policy, or Article XV) should be taken as soon as soon as practicable, and in no event later than the time deadlines outlined in the applicable policy.

II. Disciplinary Process in the Residence Hall

A. Role of the Residence Hall Peer Review Board

Whether its residence hall is managed by a CUNY college directly or by a private company, each college is encouraged to establish a Residence Life Peer Review Board ("Peer Review Board") in its residence hall, comprised of students who live in the residence hall, which will play a significant role in the internal disciplinary process. The Peer Review Board process provides the opportunity for students to function as leaders in their residential communities and offers accused students the opportunity to have their behavior evaluated by their peers. The college shall determine whether to establish a Peer Review Board after consulting with the elected student representatives or offices of the residence hall association, or if there are no elected student representatives or officers of the residence hall association as of June 1 of the prior academic year, then with the elected student representatives or officers of the student government association (hereinafter "Elected Student Representatives or Officers." If the college establishes a Peer Review Board, it must, in consultation with the Elected Student Representatives or Officers, establish a selection and training process for Peer Review Board members, with requirements for a minimum GPA consistent with the College's requirements for Student Government representatives.

The Peer Review Board's role will be to preside at internal residence hall disciplinary hearings, if practicable. The Peer Review Board members will be advised and supported by a professional staff member of the residence hall. That advisor will review the recommendations of the Peer Review Board after each hearing, particularly the sanctions recommended, as discussed below.

The Peer Review Board will adjudicate at a hearing if its members have been selected and trained, and if the hearing can occur in a timely fashion during the semester (and not during exam, break or holiday periods). If the Board is unavailable to adjudicate, the Residence Hall Director or designee will preside.

B. Role of the Residence Hall Director

Each residence hall, whether managed directly by a CUNY college or by a private management company, will have a director whose responsibilities will include oversight of the residence hall internal disciplinary process. The Residence Hall Director ("RHD") or designee will conduct investigations of complaints and conciliation conferences and will also either advise the Peer Review Board during disciplinary hearings or will conduct those hearings if it is impracticable for the Peer Review Board to do so.

III. Disciplinary Procedures

A. Complaint and Investigative Process

A complaint may be submitted by anyone, including resident advisors ("RAs"), residence hall staff, or other students in the residence hall. The complaint must be in writing. Intentionally providing false information is a serious offense that will subject a person providing such intentionally false information to disciplinary action. Further, retaliation of any kind against witnesses or other participants in the investigative process is strictly prohibited and may result in separate disciplinary action.

The complaint should be submitted to the RHD or designee for investigation, with a copy provided to the College's Chief Student Affairs Officer. The RHD or designee will assess the incident and identify any alleged policy violations. If he or she determines that policies may have been violated, he or she will investigate by interviewing witnesses and gathering relevant documents. Investigations should be completed within thirty days, except that they must be completed within seven days if the student has been removed from the residence hall under the emergency interim removal procedure or if the student has been relocated within the residence hall or complex under the emergency interim relocation procedure.

After the investigation has been completed, the RHD or designee will determine if residence hall, CUNY and/or College policy was violated. If so, the RHD or designee will refer the incident for informal conciliation through the residence hall's procedures. Alternatively, in the event of a determination (in consultation with the College's Chief Student Affairs Officer) that the matter presents a serious violation of CUNY and/or College policies (including but not limited to the Henderson Rules) for which the appropriate sanction might involve suspension or expulsion from the University, the RHD or designee will refer the case to the College's Chief Student Affairs Officer for further action under Article XV of CUNY's Bylaws or, if applicable and appropriate, the Medical Withdrawal Policy.

B. The Conciliation Process

The first step in the conciliation process ordinarily should be a meeting between the accused student and the RHD or designee. In cases involving minor infractions, a policy clarification notice letter may be sent in lieu of initiating the conciliation process. Should the student wish to contest the policy clarification letter and have a Conciliation Conference instead, the student must send a written request for a Conference to the RHD within five business days from receipt of the policy clarification letter.

The RHD or designee will conduct the Conciliation Conference. At the Conference, the findings of the investigation will be discussed with the student with an effort toward resolving the case. There are three potential outcomes to a Conciliation Conference. First, the case may be resolved by mutual agreement, which may include the imposition of sanctions for violations of policy (if a student admits responsibility for such violations). Second, if no agreement is reached, the matter may proceed to a formal disciplinary hearing. Third, if the student effectively demonstrates that the investigation's findings are incorrect, the allegations may be dismissed as unfounded.

Failure to attend an assigned Conciliation Conference may result in the student's being charged with an additional violation of residence hall rules and the scheduling of a disciplinary hearing.

C. Disciplinary Hearing

1. Notice to Students

Notice of the charge(s) and the time and place of the hearing must be sent to the student's college e-mail address and, by regular mail or hand delivery, to the student's residence hall address or by regular mail to the student's other current resident address, if the student is no longer living in the residence hall (or, if unknown, the student's permanent home address). The notice must contain a summary of the student's procedural rights at the hearing, as listed below. The student should be given a minimum of five business days notice of the date of the hearing.

2. Summary of Student Procedural Rights at the Hearing

- The right to a confidential, closed hearing.
- The right to present the student's version of the incident.
- The right to present witnesses and documentary evidence on the student's behalf.
- The right to cross-examine witnesses presenting evidence at the hearing.
- The right to receive copies of documents introduced into evidence at the hearing.
- The right to be represented by legal counsel or an advisor at the student's expense; the advisor does not act as an advocate for the resident and is not authorized to address the Peer Review Board or Hearing Officer, as applicable. The advisor must indicate relevant professional affiliation (if any), as well as name and relationship to the accused student. RAs are not permitted to serve as advisors to accused students. The process will not be delayed due to the unavailability of an advisor.
- The right to take written notes during the hearing, but not to use recording devices. The RHD's office, however, will be responsible for recording the hearing, and must make a copy of that recording available to the student upon request.
- The right to a written decision based on a preponderance of the evidence.
- The right to appeal a determination after a hearing.

3. General Rules

In general, the model for the disciplinary hearing is an administrative proceeding, not a criminal or civil trial. Accordingly, criminal or civil trial procedures and rules of evidence do not apply. As long as the student rights outlined in this policy are observed, adjudicator(s) have considerable discretion with respect to procedural requirements so as to facilitate a fair and expeditious decision.

Hearings will be closed to the public, except that an open hearing may be held, at the discretion of the presiding adjudicator(s), if requested by the accused student. The Peer Review Board must select three members to hear each case and one of the three as chairperson to preside at the hearing. The case against the accused student will be presented by the RHD or designee.

The chairperson of the Peer Review Board (or Hearing Officer) will inform the accused student of the charges, the hearing procedures, and his or her rights. The student shall then be asked for a plea of "responsible" or "not responsible." If the student pleads "responsible," he or she will be given an opportunity to explain his or her actions and to discuss the appropriate sanction, if any. If the student pleads "not responsible," the hearing will proceed to determination on the student's culpability.

If the accused student does not attend the hearing, and does not present a reasonable excuse for non-attendance to the RHD or designee, the hearing may be held in the student's absence. The Peer Review Board, or Hearing Officer, as applicable, will consider the evidence and make a determination based on the evidence available. The absence of a student may give rise to an inference of responsibility, but may not be treated, by itself, as sufficient to demonstrate responsibility by a preponderance of the evidence.

4. Witnesses

The accused student and Peer Review Board or Hearing Officer, as applicable, may request the presence of relevant witnesses. In sensitive cases, including but not limited to harassment or assault, the Peer Review Board or Hearing Officer, as applicable, may choose not to request the presence of the alleged victim at the hearing, particularly when there are independent witnesses to the alleged harassment or assault.

Witnesses may participate in the judicial process by answering questions posed during the hearing or by providing a signed statement to the RHD or the Peer Review Board or Hearing Officer, as applicable. Witnesses will be asked to affirm that their statements are truthful. Questions may be posed to witnesses by Peer Review Board members or the Hearing Officer (as applicable), the accused student, and the staff member presenting the case against the student.

5. Documentary Evidence

Accused students may introduce documentary evidence on their behalf at the hearing. CUNY adheres to federal law, the Federal Education Rights and Privacy Act ("FERPA"), which governs the permissible release of "education records." Education records include records relating to students' residency in residence hall. Except in emergency situations or for other good cause, requested copies will be provided to an accused student prior to a disciplinary hearing on that student's case. However, redactions will be made to the copies if required by law.

6. Determination

a. Responsibility

Once all of the evidence is presented, the hearing will be adjourned for the Peer Review Board, or the Hearing Officer, as applicable, to make a determination. A student will be found responsible for a violation of residence hall rules if the case against the student was demonstrated by a *preponderance of the evidence*. In other words, the evidence must demonstrate that it was "more likely than not" that the accused student was responsible for a violation. A simple majority of the three Peer Review Board members hearing a case may recommend a determination and sanctions. That recommendation on responsibility and sanctions will be reviewed by the Peer Review Board's advisor, who may make adjustments as necessary to ensure that the sanctions are appropriate.

A written decision will be issued and appropriate sanctions, if any, imposed, within seven business days from the date of the hearing. The decision will be sent by the RHD by regular mail to the accused student's residence hall mailbox or delivered by hand to the accused student's room and to the student's college e-mail address. In the event that the accused student is no longer residing in the residence hall, the RHD will send the decision to the student's new address, or, if unknown, to the student's permanent home address.

b. Sanctions

Students who are found responsible for a violation(s) may be subject to one or more sanctions. Accused students may also agree to sanctions in order to resolve a case during the conciliation process. The following is a list of possible sanctions.

- **Warning:** Written notice that the student has violated a rule and that continuation or repetition of the wrongful conduct may result in more severe disciplinary action.
- **Censure:** Written reprimand for violation of a specified rule.
- **Loss of Privileges:** Exclusion from participation in privileges for a specified period of time, including possible exclusion from certain areas of the residence hall.
- **Relocation:** Interim or permanent relocation to another room/location within the hall.
- **Restitution:** Reimbursement for damage to or misappropriation of property. It may also include restoring the property to its original condition, engaging in activities related to personal and/or academic growth and reflection, and/or providing service to the residence hall community.
- **Denial of renewal:** Denial of renewal option for future residence at the hall.
- **Residence Hall Suspension:** Exclusion from the residence hall for a specified period of time, after which the student is eligible to return. It may also include specified conditions for re-admission.
- **Expulsion:** Permanent separation of the student from the residence hall and termination of a student's housing or license agreement, as applicable.

D. Appeal

Students found responsible for violations after a disciplinary proceeding may submit a written appeal (via their email account or by regular mail) to the RHD. Unless the student has been subject to emergency interim removal or the written determination after the proceeding states that the student presents a direct threat to him or herself or others (by evidencing a likelihood of harm to him or herself or others), or is substantially disrupting the learning or working environment of others, the student may not be removed from the residence hall while his or her appeal is pending.

The appeal should include a written statement outlining the specific issues for which review is sought, and the grounds upon which exception is taken to the determination. Grounds for appeal are limited to the following:

- There is evidence that was not available at the hearing which, had it been available, would in all reasonable likelihood have produced a different finding on the student's responsibility for the alleged violation(s).

- The factual findings are “clearly erroneous” based on the evidence presented.
- There was a substantial procedural irregularity.
- The sanctions imposed are grossly disproportionate to the violation.

The Appeal Officer will be the RHD, as long as he or she was not involved in an earlier stage of the proceedings at the Hearing or Conciliation Conference, and did not conduct the investigation. If the RHD had involvement with the case at an earlier stage, he or she should designate a staff member to decide the appeal. If there are no residence hall staff members who have not been involved in an earlier stage of the proceeding or investigation, the appeal will be decided by the College's Chief Student Affairs Officer or designee. The Appeal Officer may, in his or her discretion, schedule a meeting with the student or decide the appeal solely on the content of the letter. The Appeal Officer may alter the findings if they are clearly erroneous, may reduce the sanctions imposed, and/or, in some cases, may remand for additional fact-finding to be made at a hearing. A determination on the Appeal should be issued within seven business days from the date of receipt of the appeal, and it should be mailed by regular mail or hand-delivered to the resident's residence hall address (or the resident's current address, if no longer living in the residence hall, or, if unknown, to the resident's permanent home address) and the resident's college e-mail address.

If and only if the sanction imposed is suspension or expulsion from the residence hall, a further appeal to the College's President will be permitted on any of the grounds listed above. That appeal must be received by the College's President no later than fourteen business days from the date of receipt of the Appeal Officer's decision on appeal. The College's President should issue a decision within fourteen business days from the date of receipt of the Appeal.

CUNY BOARD OF TRUSTEES BYLAWS

Section 15.3. STUDENT DISCIPLINARY PROCEDURES.

Complaint Procedures:

- a. Any charge, accusation, or allegation which is to be presented against a student, and, which if proved, may subject a student to disciplinary action, must be submitted in writing in complete detail to the office of the dean of students promptly by the individual, organization or department making the charge.
- b. The chief student affairs officer of the college or his or her designee will conduct a preliminary investigation in order to determine whether disciplinary charges should be preferred. The chief student affairs officer or his or her designee will advise the student of the charge(s) against him or her, consult with other parties who may be involved or who have information regarding the incident, and review other relevant evidence. Following this preliminary investigation, which shall be concluded within thirty (30) calendar days of the filing of the complaint, the chief student affairs officer or designee shall take one of the following actions:
 - i. Dismiss the matter if there is no basis for the allegation(s) or the allegation(s) does not warrant disciplinary actions. The individuals involved shall be notified that the complaint has been dismissed;
 - ii. Refer the matter to conciliation. If a matter is referred to conciliation the accused student shall receive a copy of the notice required pursuant to section 15.3.e. of this bylaw; or
 - iii. Prefer formal disciplinary charges.

Conciliation Conference:

- c. The conciliation conference shall be conducted by the counselor in the office of the dean of students or a qualified staff or faculty member designated by the chief student affairs officer. The following procedures shall be in effect at this conference:
 - i. An effort will be made to resolve the matter by mutual agreement.
 - ii. If an agreement is reached, the counselor shall report his/her recommendation to the chief student affairs officer for approval and, if approved, the complainant shall be notified.
 - iii. If no agreement is reached, or if the student fails to appear, the counselor shall refer the matter back to the chief student affairs officer who will prefer disciplinary charges.
 - iv. The counselor is precluded from testifying in a college hearing regarding information received during the conciliation conference.

Notice of Hearing and Charges:

- d. Notice of the charge(s) and of the time and place of the hearing shall be personally delivered or sent by the chief student affairs officer of the college to the student at the address appearing on the records of the college, by registered or certified mail and by regular mail. The hearing shall be scheduled within a reasonable time following the filing of the charges or the conciliation conference. Notice of at least five business days shall be given to the student in advance of the hearing unless the student consents to an earlier hearing.
- e. The notice shall contain the following:
 - i. A complete and itemized statement of the charge(s) being brought against the student including the rule, bylaw or regulation he/she is charged with violating, and the possible penalties for such violation.
 - ii. A statement that the student has the following rights:
 - a. to present his/her side of the story;
 - b. to present witnesses and evidence on his/her behalf;
 - c. to cross-examine witnesses presenting evidence against the student;
 - d. to remain silent without assumption of guilt; and
 - e. to be represented by legal counsel or an advisor at the student's expense.
- f. A warning that anything the student says may be used against him/her at a non-college hearing.

Faculty-Student Disciplinary Committee Procedures:

- g. The following procedures shall apply at the hearing before the faculty-student disciplinary committee:
 - i. The chairperson shall preside at the hearing. The chairperson shall inform the student of the charges, the hearing procedures and his or her rights.
 - ii. After informing the student of the charges, the hearing procedures, and his or her rights, the chairperson shall ask the student charged to plead guilty or not guilty. If the student pleads guilty, the student shall be given an opportunity to explain his/her actions before the committee. If the student pleads not guilty, the college shall present its case. At the conclusion of the college's case, the student may move to dismiss the charges. If the motion is denied by the committee the student shall be given an opportunity to present his or her defense.

- iii. Prior to accepting testimony at the hearing, the chairperson shall rule on any motions questioning the impartiality of any committee member or the adequacy of the notice of the charge(s). Subsequent thereto, the chairperson may only rule on the sufficiency of the evidence and may exclude irrelevant, immaterial or unduly repetitive evidence. However, if either party wishes to question the impartiality of a committee member on the basis of evidence which was not previously available at the inception of the hearing, the chairperson may rule on such a motion. The chairperson shall exclude all persons who are to appear as witnesses, except the accused student.
- iv. The college shall make a record of each fact-finding hearing by some means such as a stenographic transcript, a tape recording or the equivalent. A disciplined student is entitled upon request to a copy of such a transcript, tape or equivalent without cost.
- v. The student is entitled to a closed hearing but has the right to request an open public hearing. However, the chairperson has the right to hold a closed hearing when an open public hearing would adversely affect and be disruptive of the committee's normal operations.
- vi. The college bears the burden of proving the charge(s) by a preponderance of the evidence.
- vii. The role of the faculty-student disciplinary committee is to listen to the testimony, ask questions of the witnesses, review the testimony and evidence presented at the hearing and the papers filed by the parties and render a determination as to guilt or innocence. In the event the student is found guilty, the committee shall then determine the penalty to be imposed.
- viii. At the end of the fact-finding phase of the hearing, the student may introduce additional records, such as character references. The college may introduce a copy of the student's previous disciplinary record, where applicable, provided the student was shown a copy of the record prior to the commencement of the hearing. The disciplinary record shall be submitted to the committee in a sealed envelope and shall not be opened until after the committee has made its findings of fact. In the event the student has been determined to be guilty of the charge or charges the records and documents introduced by the student and the college shall be opened and used by the committee for dispositional purposes, i.e., to determine an appropriate penalty if the charges are sustained.
- ix. The committee shall deliberate in closed session. The committee's decision shall be based solely on the testimony and evidence presented at the hearing and the papers filed by the parties.
- x. The student shall be sent a copy of the faculty-student disciplinary committee's decision within five days of the conclusion of the hearing. The decision shall be final subject to the student's right of appeal.
- xi. Where a student is represented by legal counsel the president of the college may request that a lawyer from the general counsel's office appear at the hearing to present the college's case.

Section 15.4. APPEALS.

An appeal from the decision of the faculty-student disciplinary committee may be made to the president who may confirm or decrease the penalty but not increase it. His/her decision shall be final except in the case of dismissals or suspension for more than one term. An appeal from a decision of dismissal or suspension for more than one term may be made to the appropriate committee of the board. Any appeal under this section shall be made in writing within fifteen days after the delivery of the decision appealed from. This requirement may be waived in a particular case for good cause by the president or board committees as the case may be. If the president is a party to the dispute, his/her functions with respect to an appeal shall be discharged by an official of the university to be appointed by the chancellor.

Section 15.5. COMMITTEE STRUCTURE.

- a. Each faculty-student disciplinary committee shall consist of two faculty members and two student members and a chairperson. A quorum shall consist of the chair and any two members. Hearings shall be scheduled at a convenient time and efforts shall be made to insure full student and faculty representation.
- b. The president shall select in consultation with the head of the appropriate campus governance body or where the president is the head of the governance body, its executive committee, and three (3) members of the instructional staff of that college to receive training and to serve in rotation as chair of the disciplinary committee. If none of the chairpersons appointed from the campus can serve, the president, at his/her discretion, may request that a chairperson be selected by lottery from the entire group of chairpersons appointed by other colleges. The chairperson shall preside at all meetings of the faculty-student disciplinary meetings and decide and make all rulings for the committee. He/she shall not be a voting member of the committee but shall vote in the event of a tie.
- c. The faculty members shall be selected by lot from a panel of six elected annually by the appropriate faculty body from among the persons having faculty rank or faculty status. The student members shall be selected by lot from a panel of six

elected annually in an election in which all students registered at the college shall be eligible to vote. In the event that the student or faculty panel or both are not elected, or if more panel members are needed, the president shall have the duty to select the panel or panels which have not been elected. No individuals on the panel shall serve on the panel for more than two consecutive years.

- d. In the event that the chairperson cannot continue, the president shall appoint another chairperson. In the event that a student or faculty seat becomes vacant and it is necessary to fill the seat to continue the hearing, the seat shall be filled from the faculty or student panel by lottery.
- e. Persons who are to be participants in the hearings as witnesses or have been involved in preferring the charges or who may participate in the appeals procedures or any other person having a direct interest in the outcome of the hearing shall be disqualified from serving on the committee.

Section 15.6. SUSPENSION OR DISMISSAL.

The board reserves full power to dismiss or suspend a student, or suspend a student organization for conduct which impedes, obstructs, or interferes with the orderly and continuous administration and operation of any college, school, or unit of the university in the use of its facilities or in the achievement of its purposes as an educational institution.

The chancellor or chancellor's designee, a president or any dean may in emergency or extraordinary circumstances, temporarily suspend a student, or temporarily suspend the privileges of a student organization or group for cause, pending an early hearing as provided in bylaw section 15.3. to take place within not more than seven (7) school days. Prior to the commencement of a temporary suspension of a student, the college shall give such student oral or written notice of the charges against him/her and, if he/she denies them, the college shall forthwith give such student an informal oral explanation of the evidence supporting the charges and the student may present informally his/her explanation or theory of the matter. When a student's presence poses a continuing danger to person or property or an ongoing threat of disrupting the academic process, notice and opportunity for denial and explanation may follow suspension, but shall be given as soon as feasible thereafter.

Henderson Rules

The tradition of the University as a sanctuary of academic freedom and center of informed discussion is an honored one, to be guarded vigilantly. The basic significance of that sanctuary lies in the protection of intellectual freedoms: the rights of professors to teach, of scholars to engage in the advancement of knowledge, of students to learn and to express their views, free from external pressures or interference. These freedoms can flourish only in an atmosphere of mutual respect, civility, and trust among teachers and students, only when members of the University community are willing to accept self-restraint and reciprocity as the condition upon which they share in its intellectual autonomy.

With respect to enforcement of these rules and regulations we note that the Bylaws of the Board of Higher Education provide that:

"THE PRESIDENT"

The president, with respect to his/her education unit, shall:

- D. Have the affirmative responsibility of conserving and enhancing the educational standards of the college and schools under his/her jurisdiction;
- E. Be the advisor and executive agent of the Board of his/her respective College Committee and as such shall have the immediate supervision with full discretionary power in carrying into effect the Bylaws, resolutions, and policies of the Board, the lawful resolutions of any of its committees and the policies, programs and lawful resolutions of the several facilities;
- F. Exercise general superintendence over the concerns, officers, employees, and students of his/her educational unit.

Henderson Rules

12. A member of the academic community shall not intentionally obstruct and/or forcibly prevent others from the exercise of their rights. Nor shall he/she interfere with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.
13. Individuals are liable for failure to comply with lawful directions issued by representatives of the University/ College when they are acting in their official capacities. Members of the academic community are required to show their identification cards when requested to do so by an official of the college.
14. Unauthorized occupancy of University/College facilities or blocking access to or from such areas is prohibited. Permission from appropriate college authorities must be obtained for removal, relocation, and use of University/ college equipment and/or supplies.
15. Theft from, or damage to University/College premises or property, or theft of or damage to property of any person on University/College premises is prohibited.

16. Each member of the academic community or an invited guest has the right to advocate his/her position without having to fear abuse, physical, verbal, or otherwise, from others supporting conflicting points of view. Members of the academic community and other persons on the college grounds shall not use language or take actions reasonably likely to provoke or encourage physical violence by demonstrators, those demonstrated against, or spectators.
17. Action may be taken against any and all persons who have no legitimate reason for their presence on any campus within the University/College, or whose presence on any such campus obstructs and/or forcibly prevents others from the exercise of their rights or interferes with the institution's educational processes or facilities, or the rights of those who wish to avail themselves of any of the institution's instructional, personal, administrative, recreational, and community services.
18. Disorderly or indecent conduct on University/College- owned or controlled property is prohibited.
19. No individual shall have in his/her possession a rifle, shotgun, or firearm or knowingly have in his/her possession any other dangerous instruments or material that can be used to inflict bodily harm on an individual or damage upon a building or the grounds of the University/College without the written authorization of such educational institution. Nor shall any individual have in his/her possession any other instrument or material which can be used and is intended to inflict bodily harm on any individual or damage upon a building or the grounds of the University/College.
20. Any action or situation which recklessly or intentionally endangers mental or physical health or involves the forced consumption of liquor or drugs for the purpose of initiation into or affiliation with any organization is prohibited.
21. The unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or other controlled substances by University employees in the workplace, or the performance by University employees in the workplace of any work while under the influence of an unlawfully obtained controlled substance, is prohibited. Employees of the University must also notify the College Personnel Director of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such conviction.
22. The unlawful possession, use, or distribution of alcohol by students or employees on University/College premises or as part of any University/College activities is prohibited.

Penalties

5. Any student engaging any manner in conduct prohibited under substantive Rules 1-9 shall be subject to the following range of sanctions as hereafter defined in the attached Appendix: admonition, warning, censure, disciplinary probation, restitution, suspension, expulsion, ejection, and/or arrest by the civil authorities.
6. Any tenured or non-tenured faculty member, or other member of the instruction staff or member of the classified staff engaging in any manner of conduct prohibited under substance rules I-II shall be subject to the following range of penalties: warning, censure, restitution, fine not exceeding those permitted by law or by the Bylaws of The City University of New York or suspension with/without pay pending a hearing before an appropriate college authority, dismissal after a hearing, ejection, and/or arrest by the civil authorities, and for engaging in any manner in conduct prohibited under substantive rule IO, may, in the alternative, be required to participate satisfactorily in an appropriately licensed drug treatment or rehabilitation program. A tenured or non-tenured faculty member or other member of the instructional staff, or member of the classified staff charged with engaging in any manner in conduct prohibited under substantive Rules I-II shall be entitled to be treated in accordance with applicable provisions of the Education Law or the Civil Service Law or the applicable collective bargaining agreement, or the Bylaws or written policies of The City University of New York.
7. Any visitor, licensee, or invitee, engaging in any manner in conduct prohibited under substantive Rules I-II shall be subject to ejection, and/or arrest by the civil authorities.
8. Any organization which authorized the conduct prohibited under substantive rules I-II shall have its permission to operate on campus rescinded.

Penalties 1-4 shall be in addition to any other penalty provided by law or The City University Trustees
Sanctions defined:

J. Admonition

An oral statement to the offender that he/she has violated University rules.

K. Warning

Notice to the offender, orally or in writing, that continuation or repetition of the wrongful conduct, within a period of time stated in the warning, may cause far more severe disciplinary action.

L. Censure

Written reprimand for violation of specified regulation, including the possibility of more severe disciplinary sanction in the event of conviction for the violation of any University regulation within a period stated in the letter of reprimand.

- M. **Disciplinary Probation**
Exclusion from participation in privileges or extracurricular University activities as set forth in the notice of disciplinary probation for a specified period of time.
- N. **Restitution**
Reimbursement for damage to or misappropriation of property. Reimbursement may take the form of appropriate service to repair or otherwise compensate for damages.
- O. **Suspension**
Exclusion from classes and other privileges or activities as set forth in the notice of suspension for a definite period of time.
- P. **Expulsion**
Termination of student status for an indefinite period. The conditions of readmission, if any is permitted, shall be stated in the order of expulsion.
- Q. **Complaint to Civil Authorities**
- R. **Ejection**

The City University of New York Medical Withdrawal and Re-entry

Policy and Procedures Governing Student Behavior that Presents a Direct Threat of Harm to Self or Others or Substantially Disrupts the Learning or Working Environment of Others

- I. Introduction
The City University of New York ("CUNY") is committed to the academic success and personal growth of its students. As part of that commitment, CUNY and its constituent campuses are responsible for providing a safe learning and working environment for students, faculty, staff and other members of the University community. Some students may, because of a medical condition, engage in behavior that presents a direct threat of harm to themselves or to others, or substantially disrupts the learning or working environment of others. In such situations, the safety and security of the campus community, including the individual student, is paramount. This policy does not replace or supersede reasonable and appropriate security and health and safety measures, such as calling 911 or taking other immediate action in case of imminent threat to life or limb.

In addition to taking action to protect the security and safety of the campus community, a college may address the student's conduct to determine if action under this policy or under the student disciplinary process is appropriate. When a student's conduct that directly threatens or substantially disrupts the learning or working environment of others appears to relate to a medical condition, the campus may, at its option, address the student's conduct either in accordance with this policy, or through the student disciplinary process. If the student's conduct constitutes a threat solely to him or herself, it should be addressed under this policy rather than the disciplinary process.
- II. Policy
 - A. As an alternative to disciplinary action that may be taken under Article XV of CUNY's Bylaws, a college of CUNY may bring a proceeding to require a student to withdraw from the University, or, under some circumstances, the student's home college and/or from residence in a college residence hall under this withdrawal policy and procedures when the student's behavior evidences a direct threat of harm to others, or when the student's behavior substantially disrupts the learning or working environment of others. A direct threat means a significant risk of harm to health or safety.
 - B. A student who threatens to commit or attempts to commit suicide ("suicidal student"), and who does not otherwise threaten direct harm to others or substantially disrupt the learning or working environment of others, shall not be subject to disciplinary action for that threat or attempt under Article XV of the CUNY's Bylaws. If a college determines that withdrawal of the suicidal student or retention of the student subject to specified conditions is appropriate because the student's behavior threatens direct harm to him or herself, the procedures outlined below with respect to suicidal students shall apply instead of disciplinary procedures.
 - C. A student who withdraws or is withdrawn from the University, a college or college residence hall pursuant to this policy may apply for re-entry to the University, a college and/or to a college residence hall. The application for re-entry shall be made to the student's home college's Chief Student Affairs Officer, who shall determine whether the student still presents a direct threat of harm to him or herself or others or still presents a significant risk to substantially disrupt the learning or working environment of others. If the Chief Student Affairs Officer or designee determines, based on the assessment of a qualified, licensed mental health professional, that there is

not a significant risk that the behavior that required withdrawal will be repeated, he or she shall approve the student's application for re-entry.

III. Procedures

A. Emergency Interim Removal

1. If a student's behavior presents an immediate, severe and direct threat to him or herself or others (by evidencing a likelihood of harm to him or herself or others), or is substantially disrupting the learning or working environment of others, the Chief Student Affairs Officer or designee (if such Officer is not immediately available) may direct an emergency interim removal of the student that restricts the student's access to the College's campus or residence hall, as appropriate, for an interim period before a final determination of the matter. The Chief Student Affairs Officer or designee shall consult with the University's Office of the General Counsel prior to making any such direction.

The fact that a student has threatened to commit suicide or attempted suicide, by itself, does not allow the Chief Student Affairs Officer or designee to direct an emergency interim removal. In all cases involving such suicidal students, the Chief Student Affairs Officer or designee must attempt to have the student individually assessed by a mental health professional as outlined below in A.3. before deciding whether to direct an emergency interim removal.

2. Except as permitted in III A. 1. above, before determining whether to require an emergency interim removal, the Chief Student Affairs Officer or designee shall take the following steps:

a. exercise all reasonable efforts to meet with the student; and

b. in that meeting, offer the student the opportunity to be evaluated at the college's expense by a qualified, licensed mental health professional, who may be an employee of a college of CUNY or CUNY or on retainer to a college of CUNY or CUNY. Whenever possible, that professional shall have had no prior contact with the student. The professional shall assess whether the student's behavior presents an immediate, severe and direct threat to him or herself or others or presents a significant risk to repeat behavior that substantially disrupts the learning or working environment of others, and, if so, whether the student's behavior may be the result of a medical issue. That professional shall present his or her findings to the Chief Student Affairs Officer or designee, who shall determine based on those findings and other evidence available whether emergency interim removal under these procedures is appropriate.

c. If the student refuses to meet, and/or refuses to undergo such assessment or to keep a scheduled appointment, the Chief Student Affairs Officer or designee may require emergency interim removal without a meeting and/or mental health assessment if he or she reasonably concludes on the basis of the available evidence that the student's behavior evidences an immediate, severe and direct threat of harm to the student or others or is substantially disrupting the working or learning environment of others and presents a significant risk to continue that substantial disruption. The Chief Student Affairs Officer or designee shall consult with the University's Office of the General Counsel before making such a determination.

3. The emergency interim removal from the College and/or residence hall shall remain in effect until a final decision has been made pursuant to the procedures below, unless, before a final decision is made, the Chief Student Affairs Officer or designee determines that the reasons for imposing the interim removal no longer exist.

B. Withdrawal after Emergency Interim Removal

1. If a student has been subjected to an emergency interim removal from the college and/or residence hall, the college shall request retention with conditions or voluntary withdrawal within 7 calendar days of such removal. Should the request for retention with conditions or voluntary withdrawal request be refused, the College shall determine within 7 calendar days of such refusal whether to take further action against the student, including whether to initiate involuntary withdrawal proceedings or, disciplinary proceedings under Article XV of the CUNY Bylaws (for non-suicidal students), and shall send notice of either such proceeding in accordance with the notice requirements of the applicable

procedure within that 7-day period. For students who have been subjected to an emergency interim removal without having undergone the assessment procedures outlined in III A. 3 above, the College shall follow the assessment procedures outlined below in B.2. a. prior to determining its course of action.

2. In cases where the student has been subjected to an emergency interim removal without assessment, the procedure for determining whether withdrawal is appropriate is as follows:

a. The Chief Student Affairs Officer or designee shall exercise best efforts to meet with the student to discuss the student's behavior and to hear the student's explanation of the alleged behavior. If, after hearing the explanation, the Officer or designee still wishes to consider the possibility of the student's withdrawal, he or she shall offer the student an opportunity to be evaluated, at the college's expense, by a qualified, licensed mental health professional, who may be an employee of a college of CUNY or CUNY, or on retainer to a college of CUNY or CUNY. Whenever possible, that professional shall have had no prior contact with the student. The professional shall make findings concerning whether the student's behavior presents a direct threat of harm to him or herself or others or presents a significant risk to repeat behavior that substantially disrupts the learning or working environment of others and if so, whether the student's behavior may be the result of a medical issue. The professional shall report such findings to the Chief Student Affairs Officer, who shall, based on those findings, and after consultation with the University's Office of the General Counsel, determine the appropriate action, including whether to request that the student withdraw from the University, the college and/or the college residence hall or whether to request that the student agree to specified conditions in lieu of withdrawal.

b. If the student refuses to undergo the requested assessment, or fails to keep the scheduled appointment, and the Chief Student Affairs Officer reasonably concludes on the basis of the available evidence that the student's behavior presents a direct threat of harm to him or herself or others or substantially disrupts the learning or working environment of others and presents a significant risk to repeat behavior that substantially disrupts the learning or working environment of others, the Chief Student Affairs Officer may request that the student voluntarily withdraw from the University, the college and/or the college residence hall. The Chief Student Affairs Officer shall consult with the University's Office of the General Counsel before making any such request.

c. If the student agrees to the request for voluntary withdrawal or to the specified conditions, the Chief Student Affairs officer or designee shall (i) discuss with the student the procedures for and consequences of voluntary withdrawal or the specified conditions, as applicable; (ii) discuss the circumstances with the student's parents or legal guardians as permissible by law and as appropriate; (iii) consult with the student's academic advisor or department, as appropriate; (iv) consult with the residence hall director, as appropriate; (v) refer the student to appropriate resources for treatment; and (vi) advise the student concerning the process for applying for readmission, as well as on conditions for readmission, if applicable and appropriate.

d. If the student does not agree to the request for voluntary withdrawal or to the specified conditions, the Chief Student Affairs Officer shall determine, in consultation with the University's Office of the General Counsel, whether to take further action against the student, including whether to initiate involuntary withdrawal proceedings, or, in the case of non-suicidal students, whether to initiate disciplinary proceedings under Article XV of the CUNY Bylaws.

C. Withdrawal of Students Without Emergency Interim Removal

1. Non-Suicidal Students

a. Voluntary Withdrawal or Retention with Conditions

(1) In situations where a student's behavior evidences a direct threat of harm to himself or others or substantially disrupts the learning or working environment of others and presents a significant risk to repeat behavior that substantially disrupts the learning or working environment of others and the Chief

Student Affairs Officer reasonably believes that the student's behavior may be connected to a medical issue, the Chief Student Affairs Officer may request that the student or designee voluntarily withdraw or agree to retention under conditions.

(2) If the student agrees to the request for voluntary withdrawal or to the specified conditions, the Chief Student Affairs officer or designee shall (i) discuss with the student the procedures for and consequences of voluntary withdrawal or the specified conditions, as applicable; (ii) discuss the circumstances with the student's parents or legal guardians as permissible by law and as appropriate; (iii) consult with the student's academic advisor or department, as appropriate; (iv) consult with the residence hall director, as appropriate; (v) refer the student to appropriate resources for treatment; and (vi) advise the student concerning the process for applying for readmission, as well as on conditions for readmission, if applicable and appropriate.

b. Involuntary Withdrawal

(1) If the student does not agree to the request for voluntary withdrawal or to the specified conditions, the Chief Student Affairs Officer shall determine, in consultation with the University's Office of the General Counsel, whether to take further action against the student, including whether to initiate involuntary withdrawal proceedings or disciplinary proceedings under Article XV of the CUNY Bylaws.

(2) Before initiating involuntary withdrawal proceedings under this procedure, the Chief Student Affairs Officer shall follow the assessment procedures outlined above in B.2.

2. Suicidal Students

a. The College shall follow the assessment and other procedures outlined above in B.2 a.-d. in order to determine the appropriate course of action.

D. Involuntary Withdrawal Procedures

1. The following shall be the procedures for involuntary withdrawal:

a. Notice of the involuntary withdrawal hearing and the time and place of the hearing shall be personally delivered or sent by the Chief Student Affairs Officer of the college to the student at the address appearing on the records of the college, by overnight or certified mail, by regular mail, and, for students who have a college e-mail address, to that e-mail address. Notice of at least five business days shall be given to the student in advance of the hearing unless the student consents to an earlier hearing.

b. The notice shall contain (i) a statement of the reasons involuntary withdrawal is sought (ii) the type of withdrawal sought (from the University, the college and/or from the college residence hall); and (iii) a statement that the student has a right to present his or her side of the story, to present witnesses and evidence on his or her behalf, to cross-examine witnesses presenting evidence against the student, to remain silent without assumption of guilt, and to be represented by legal counsel or an advisor at the student's expense.

c. CUNY shall constitute a Health Review Panel, comprised of qualified, licensed mental health professionals employed by a college of CUNY or by CUNY, or on retainer to a college of CUNY or CUNY. CUNY's Vice-Chancellor of Student Affairs shall appoint the members of the Health Review Panel. Members of the Health Review Panel, in committees constituted separately for each hearing ("Health Review Committee"), shall be responsible for adjudicating all involuntary withdrawal hearings held according to these procedures. For each involuntary withdrawal hearing, the Vice-Chancellor of Student Affairs or his designee shall constitute a three-person Health Review Committee from the Health Review Panel to adjudicate at that hearing. No member of the Health Review Committee shall have had prior contact with the student. All decisions of the Health Review Committee shall be made by majority vote.

d. The hearing shall be closed, unless the student requests an open hearing. However, the Health Review Committee may overrule a request for an open hearing if it determines that an open hearing would be inappropriate or disruptive in light of the nature of the evidence to be presented.

e. After the evidence is presented at the hearing, the Health Review Committee shall determine whether the College has proved, by a preponderance of the evidence, that the student's behavior presents a direct threat of harm to him or herself or others, or has substantially disrupted the learning or working environment of others and presents a significant risk of threatening further substantial disruption of the learning or working environment of others, and if so, what the appropriate remedy should be. The Health Review Committee may also set reasonable and appropriate conditions on re-entry. The decision of the Health Review Committee shall be made within five business days from the close of the hearing.

Appeals

An appeal from the decision of the Health Review Committee may be made to the President of the college or the President's designee within thirty calendar days after the delivery of the decision appealed from. The President or designee shall make his or her determination on the appeal within fifteen business days from receipt of the appeal. The President's decision may be appealed to the Chancellor of the University or his or her designee within thirty calendar days after the delivery of the President's decision on appeal. The Chancellor or designee's decision shall be made within fifteen business days from receipt of the appeal. The Chancellor (or designee's) decision shall be final. The bases overturning a decision of the Health Review Committee at both levels of review are limited to the following: (i) clearly erroneous factual findings; (ii) procedural irregularities; (iii) newly available evidence that would have affected the outcome; (iv) sanctions and/or conditions on readmission were unreasonable or inappropriate.

Re-entry

A student who is withdrawn from the University, a student's home college and/or a college residence hall under this policy may be considered for re-entry. A student wishing to be considered for re-entry should contact his or her home college's Chief Student Affairs Officer and provide appropriate documentation of behavioral change and resolution of the initial behavioral problem, including compliance with any conditions that may have been set for readmission.

A student may apply for re-entry to the University, a college and/or a college residence hall no more than one time per term. In assessing an application for re-entry, the Chief Student Affairs Officer or designee shall: (i) in cases in which he or she determines that an additional mental health assessment is necessary, refer the student for assessment to a qualified, licensed mental health professional, at the college's expense; (ii) receive, investigate, and examine appropriate relevant documentation, including assessments made by college-referred mental health professionals, and, if applicable, licensed treating mental health professionals; (iii) consult with the Health Review Committee, in cases in which the student's withdrawal was adjudicated by such a Committee; (iv) contact the student's parents or legal guardians as permissible by law, if appropriate; (v) provide an opportunity for the student to meet with the Chief Student Affairs Officer or designee to discuss re-entry.

If the Chief Student Affairs Officer or designee determines, based on the evidence presented, that there is not a significant risk that the behavior that required withdrawal will be repeated, he or she shall approve the student's application for re-entry. In such cases, the Chief Student Affairs Officer or designee shall initiate the re-entry process, provide the student with written conditions for continued attendance, and inform any relevant administrators of the student's re-entry.

If the Chief Student Affairs Officer or designee determines that the application for re-entry should be denied, he or she shall provide the student with a written explanation of the reasons for the denial and specify when the next request for re-entry may be considered.

A student may appeal the Chief Student Affairs Officer or designee's denial of re-entry to the college President or designee within thirty calendar days after the delivery of the decision denying re-entry. The President or designee shall make his or her determination on the appeal within thirty calendar days from receipt of the appeal. The President's decision may be appealed to the Chancellor of the University or his or her designee within thirty calendar days after the delivery of the President's decision on appeal. The Chancellor or designee's decision shall be made within thirty calendar days from receipt of the appeal. The Chancellor (or designee's) decision shall be final. The basis for overturning a decision on appeal at either level shall be limited to a determination that the decision on re-entry was clearly erroneous.

Effect on Academic Status

In the event of a withdrawal pursuant to this policy, a notation of withdrawal shall appear on the student's transcript for all classes taken during that semester. The Chief Student Affairs Officer at a student's home college may grant a student request that, in lieu of withdrawal, a notation of incomplete shall appear on his or her transcript for classes taken during that semester, subject to faculty approval for each such class.

Effect on Housing Status

If the student has been living in a college residence hall and will not be permitted to continue to do so, the student's contract will be canceled and fees refunded on a prorated basis.

Confidentiality

The results of examinations by mental health professionals to whom students are referred for assessment at any stage in the withdrawal or readmission process shall be confidential student records, except that if the results indicate that the student presents an imminent, severe, and direct threat of harm to him or herself or others, those results may be shared with the appropriate individuals in order to attempt to prevent the occurrence of such harm. The results of these examinations shall be admissible in involuntary withdrawal hearings but shall not be admissible in disciplinary hearings, unless the student places his or her health, including mental health, at issue in a disciplinary hearing.

EMERGENCY

According to Queens College Public Safety, the most expeditious response

- contact 718-997-5911or.....
 - contact 718-997-5912
- Please program these numbers into your cell phones!!!