



Resident Handbook 2018-2019

Welcome to Dolphin Cove!

CSI Student Housing: Mission Statement

CSI Student Housing is committed to providing an inclusive and engaged living and learning community in which students demonstrate responsibility, civility, and respect for diversity. Through collaboration with the college and community, we promote personal development by providing opportunities for students to create and implement a vision for their community and future.

Welcome from the General Manager:

As you begin your new adventure in education and life, I would like to offer some quick advice on how you can make the best out of the time you are here at Dolphin Cove. Take time to define your goals and find the people on campus who share your interests.

Being successful presents challenges, but here are a few things you might want to consider in order to get started on the right path:

- Get involved on campus early by joining an organization or starting your own.
- Be a part of the CSI spirit. Attend Dolphin games to support our athletes and be involved in campus activities and events.
- Make new friends and start forming study groups to help you in your classes.
- Sleep eight hours a day and pay attention in class.
- Use a calendar, daybook, or electronic tool to get organized and keep track of important due dates and deadlines for your classes.
- Don't fall behind in your assignments! You will just make things harder on yourself.
- Take advantage of your professors' office hours. Talk to them if you have questions about your assignments or exams.
- Take advantage of the services we have to offer such as Health and Wellness Services, the Counseling Center, and many more. Go to www.csi.cuny.edu for more information on the many services offered to CSI students.

Good luck in the upcoming school year!

Sincerely,

McKala Accetura

General Manager, Dolphin Cove



We are excited to welcome you to Dolphin Cove at the College of Staten Island. The Dolphin Cove Residence Life Staff hopes that your stay here builds many fond memories of this time in your life. We know that the college years are exciting, scary, and overwhelming, so we have compiled this handbook to make your stay here successful. Success is your goal in college and if we can assist you in any way to achieve it please stop by the Dolphin Cove office or speak with your Resident Assistant.

The *Resident Handbook* answers many commonly asked questions regarding living at Dolphin Cove. In addition, the *Resident Handbook* describes policies that act as an addendum to the policies laid out in your License Agreement. The License Agreement and the *Resident Handbook* are important guides with which you should familiarize yourself throughout your time at Dolphin Cove. You are expected to comply with both the License Agreement and *Resident Handbook* in addition to all applicable local, state, and/or federal laws.

During your move-in process, you acknowledged that you were given this copy of the *Handbook*. Management reserves the right to amend or change the rules and regulations at any time by posting the changes throughout the community.

- The Dolphin Cove Team

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Section 1: Meet Your Dolphin Cove Staff

General Manager: the General Manager (GM) has the overall responsibility for managing the staff, the business operations, and facilities.

Assistant General Manager: the Assistant General Manager (AGM) assists the General Manager in the day-to-day operations of the facility. The AGM supervises the front desk staff in developing community in the residence hall. The AGM facilitates the student conduct process.

Maintenance Manager: the Maintenance Supervisor is responsible for all maintenance at Dolphin Cove and is assisted by the facilities staff members.

Resident Director: the Resident Director is responsible for providing ongoing supervision, leadership development, and support for the Resident Assistant staff. The Resident Director oversees all programs and efforts to develop a positive community in Dolphin Cove.

Business Office Manager: the Business Office Manager is responsible for all of the daily, weekly, monthly, and annual finances at the residence hall. The Business Office Manager is also responsible for student accounts, making sure student files are in order, and assisting the GM and AGM in daily tasks.

Financial Aid Counselor: the Financial Aid counselor is a resource to Dolphin Cove residents to provide and assist residents regarding their FAFSA, TAP/Pell, loans, scholarships, and more!

Leasing Coordinator: the Leasing Coordinator is responsible for managing the leasing contracts and for holding leasing events throughout the year.

Resident Assistants: your Resident Assistants are people you will see frequently. The RA is a full-time student living at Dolphin Cove who participates in an on-duty rotation. RAs will plan events for Dolphin Cove residents. Also, the RA acts as your contact for lockouts, maintenance concerns, roommate issues, neighbor issues, and emergency assistance.

Office Assistants: Office Assistants (OAs) are a component of the residence hall administration team responsible for the operation of the front desk. The OAs, often referred to as Front Desk Staff, sign in visitors, handle maintenance and custodial work orders, and provide customer service.

Housekeeper: the Housekeeper is responsible for the day-to-day maintenance of the building, including the cleanliness of common areas in the residence hall.

Porter: the Porter is responsible for maintaining the buildings appearance by assisting the housekeeper while assisting with work orders placed by residents.

Maintenance Technician: the Maintenance Technician is responsible for addressing work requests placed for student apartments and maintaining the working order of the building common areas.

The Office of Student Housing is located in the South building lobby and is open weekdays from 9am-5pm.

Dolphin Cove provides residents with 24 hour access to staff members

*If you need assistance after office hours, please contact the RA On Duty.
North building: 347-695-7690
South building: 347-695-7817*

You can also contact the Front Desk 24/7 at 718-982-3019.

Campus Resources

Academic Services

Center for Student Accessibility

Available for students with disabilities and/or health conditions that may create barriers to academic success.

Location: Center of the Arts (1P), Room 101

Phone: 718.982.2510 // csa@csi.cuny.edu

Center for Advising and Academic Services

The Center for Advising and Academic Success (CAAS) manages both academic advisement and evening and weekend services for the College. Advisement support is provided to all entering and continuing students until they have earned 45 college-level credits.

1A-101 // 718.982.2280 // advisement@csi.cuny.edu

Center for Academic Student Assistance

Drop-in tutoring in the following subjects: English, math, computer science, physics, psychology, chemistry, engineering, accounting, finance, geology, astronomy, philosophy, nursing and CORE 100.

Locations: 1L-117 and 1A-108 // 718.982.3962

Library

The CSI Library has all the resources you need to study in one location. Books, magazines, newspapers, CDs/DVDs and journals and newspapers are all at your fingertips. There are also computer stations available and you can book study rooms for your use.

1L // library.csi.cuny.edu

The English Language Institute

The ELI program is designed to develop the English proficiency needed to be successful at CSI and in an English-speaking work environment.

2A-206 // elistudy@csi.cuny.edu // 718.982.2100

Student Well-Being

Counseling Center

The Counseling Center provides individual and group counseling for students of the College of Staten Island.

We offer personal and academic counseling services. Students are given the opportunity to explore issues that can help them achieve success.

1A-109 // 718.982.2585 // counseling@csi.cuny.edu



Health and Wellness Services

Care, treatment and records are confidential. Your medical records will only be released with your written authorization. When your treatment requires more than we can offer, we provide community-based referrals.

1C-112 // 718.982.3045 // wellness@csi.cuny.edu

Campus Resources cont.

Sports and Recreation Center

Get energized and fit. Check out our 24-meter swimming pool, racquetball courts, intramural teams, group fitness program, weight training and tennis and basketball courts.

1R // 718.982.3160

Office of Diversity and Compliance

You have the right to study and work in an environment free from harassment and discrimination. If you feel that you have experienced discrimination or harassment, please contact someone in this office.

1A-103 // 718.982.2250

Multifaith Center

The Center provides spiritual services to our multi-faith community. Chaplains of different faiths are available throughout the week. 3A-104 // 718.982.3006

Student Life

Office of Student Life

Being a student isn't only about hard work and good grades. Have fun and make friends by getting involved in your new student community. The office serves the entire population of CSI by providing leadership development opportunities; advisement to clubs, organizations and publications including [Student Government](#), the [Campus Activities Board](#), and [WSIA-FM](#), and through management of the [Campus Center](#).

1C-201 // 718.982.3088 // studentlife@csi.cuny.edu

Athletics – CSI Dolphins

Many team sports are available: basketball, soccer, tennis, swimming, cross country, baseball, softball, volleyball.

1R // csidolphins.com

Center for International Service

Administers a wide range of activities, including study abroad programs, faculty development opportunities, foreign student and scholar services, the English Language Institute (ELI) and international projects and programs.

2A-206 // 718.982. 2100 // intstudy@csi.cuny.edu

Finances

Bursar

The Bursar's Office is the unit of the Business Office that collects tuition from our students, processes tuition invoices and distributes payroll checks.

2A-105 // 718.982.2060 // csi.cuny.edu/bursar

Financial Aid

The mission of the Office of Student Financial Aid is to facilitate students' access to public and private financial assistance programs for post-secondary education. The Office assists students and their families in applying for aid and aims to generate delivery of aid funds to students most expeditiously within all applicable rules, regulations, and procedures of funding entities, CUNY, and the College.

2A-401 // 718.982.2030 // financialaid@csi.cuny.edu

Campus Resources cont.

Jobs and Career

Community Service and Civic Engagement

Community service, volunteerism, and civic engagement are just a few ways to make a difference here at CSI and beyond. There are many reasons to volunteer and get involved. Most volunteers say that their volunteer activities helped them gain employment and interpersonal skills, such as understanding people better, motivating others, making contacts and friendships, and learning to deal with difficult situations better
1C-201 // 718.982.3119

Center for Career and Professional Development

At this center, you can find tools to help you succeed in your career planning. Workshops of varied topics such as resume' writing and interview skills are available throughout the year. Employment services are also available.

1A-105 // 718.982.2300 // careers@csi.cuny.edu

Other Services

CSI Bookstore

CSI's on-campus bookstore has the textbooks and supplies you need to succeed! Get memorabilia, assorted clothing, bags, backpacks, greeting cards for all occasions, school supplies, snack items, magazines, film, film processing, newspapers, Metro cards, stamps College rings and much more.

1C-105 // 718.982.3030 // csi.bkstore.com

Parking and Dolphin Card Services

College policy requires ALL students (visiting, full-time, part-time, weekend, continuing education, etc) and employees who park on campus to register their vehicle with the Office of Parking & DolphinCard Services and display a valid CSI parking decal. Visitors may obtain a guest parking pass at the security gate at the front entrance. This office is also where you will acquire your student ID card, known as the Dolphin Card.

3A-106 // 718.982.2294 // ops@csi.cuny.edu

Office of Public Safety

Public Safety officers are available 24 hours a day, seven days a week. This office offers a variety of services, such as: automobile assistance, emergency medical, and escorts for safety, and operates the campus lost and found. Make sure to sign up for CUNY Alert: the emergency notification system.

2A-108 // 718.982.2110 // www.cuny.edu/news/alert

CSI Publications

Publications are funded by Student Activity Fees allocated through the Publications Board. Each year students come together to produce publications at CSI. Some of the publications chartered in recent years include: *The Banner*, *Caesura*, *Serpentine/Artifacts*, *Third Rail*, and *Operation Three-Legged Dolphin*.

1C-201 // 718.982.3056

For a complete list of departments and services available, please visit the College of Staten Island website at www.csi.cuny.edu.

Dolphin Cove Amenities & Services

Front Desks

Dolphin Cove Front Desks are operational and staffed 24/7. There are several items available for you at the South Front Desk including: billiards, foosball, and air hockey equipment, tv-remotes, board games and lockout assistance. Please bring your resident ID to borrow items.



Student Lounge

The Social Lounge is located on the first floor of Dolphin Cove South. The Social Lounge features a pool table and flat screen television. All equipment may be borrowed from the Front Desk from 9:00am-10:00pm every day.

Please feel free to enjoy your own DVDs or game systems in the Social Lounge. Keep in mind that you are responsible for keeping the Social Lounge clean and you are responsible for your guests and any damage that you or your guests may cause.

Study Lounge

There is one study lounge located in the North lobby and are open to all residents. This room is intended as a 24 hour quiet space for residents to utilize to focus on academics or personal reading/relaxation.

Laundry Facilities

Smart card-operated laundry facilities are located on the first floor of each building. The laundry facilities are open 24 hours per day. We recommend that residents remain in the Laundry Room while their clothes are in the washer or dryer. Dolphin Cove is not responsible for lost, stolen, or damaged personal belongings, no matter the cause.

Vending Machines

In Dolphin Cove North, the vending machines are located across the hall from the Laundry Room on the first floor. In Dolphin Cove South, the vending machines are located across the hall from the Social Lounge on the first floor. You are able to use your dolphin dollars from your dolphin card to purchase items or you can use dollar bills/change. Dolphin Cove is not responsible for lost funds. Residents must contact the vendor directly.

Game room

The Game room is located on the first floor of Dolphin Cove North. The Game Room features a air hockey table, foosball table, and flat screen television. All equipment may be borrowed from the Front Desk from 10:00am-10:00pm every day.

Laundry Made Easy

Remember you can check when your laundry is done or when machines are open on m.laundryview.com/csicuny. For more information about LaundryView for your phone and text message alerts go to their website.

If a machine is out of order you can report it directly to them on their website as well! Be sure to read signage in the laundry room and be mindful of how much detergent you are using, so you do not overflow a machine! Remember to clean up after yourself!



Dolphin Cove Amenities & Services cont.

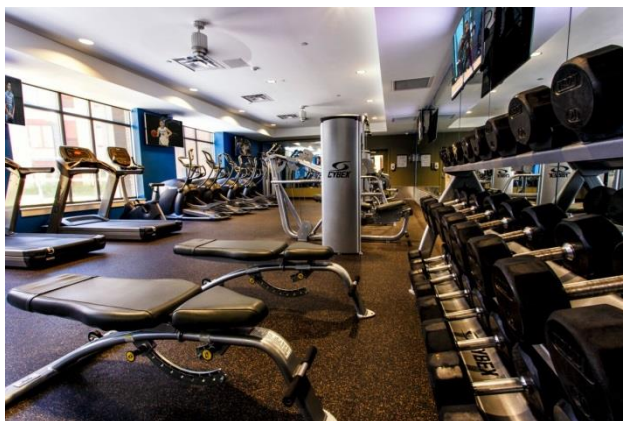
Conference Room

Located on the first floor of the South building across from the elevators, the Conference Room is utilized by Dolphin Cove staff for events and can also be used by campus departments to host events. If the Conference Room has not been reserved, it can be utilized by residents.



Fitness Center

The Fitness Center is located on the first floor of the South building in the lobby. The Fitness Center is operational 24 hours per day and requires ID card access. Please make sure you are wiping down each machine after use and putting the equipment back to its correct location. If there is an issue with a machine, please report the issue to the Front Desk.



Computer Lab

The Computer Lab is equipped with iMac computers and is located on the first floor of the South building by the elevators. The computer lab is open 24 hours per day. It is expected that residents and their guests are being respectful of others. Please do not bring food or drinks in the computer lab. There is a printer available, but residents are expected to bring their own paper. If there are issues with the computers or printer, please report it to the Front Desk.



Photocopy and Fax Services

Photocopies (limited to five copies or less) can be made at the Front Desk on weekdays from 9:00 am to 5:00 pm. Faxes can be sent to a resident (limit 5 pages or less). Our fax number is 718.982.3065. Faxes that are received for residents can only be retrieved at the Front Desk on weekdays from 9:00 am to 5:00 pm.

Parking

On-campus parking is available through Parking & Dolphin Card Services located in 3A-106. There are a limited number of spaces for sale so residents are recommended to make arrangements for the purchase of parking passes early. Residents are required to park in Lot 6. Parking violations are monitored and enforced 24 hours a day, seven days a week. For more information, call Parking & Dolphin Card Services at 718. 982-2294.

Dolphin Cove Amenities & Services cont.

Mail Service

Mail is delivered each weekday and can be picked up from your mailbox, which is located in the Lobby of the South Building. Each resident is issued a mailbox key upon arrival. One mailbox is provided for each unit. Please be respectful of your roommates' mail and do not discard items that do not belong to you. Packages that arrive will be logged and you will receive a package slip in your mailbox. Packages may be picked up at the South front desk each day from 5:00pm-10:00pm. Packages can take up to 72 hours to process after arriving to campus as all mail is sorted by CSI receiving department. Residents should not have meal kit services (ex: Blue Apron, Home Chef) or food service packages (ex: Amazon fresh, Peapod) shipped to Dolphin Cove. All packages must include the first and last name of the resident. Packages will only be given to the residents' as Dolphin Cove will not release the package to others. All unclaimed packages will be returned to sender if not picked up in seven business days. Dolphin Cove will not mail packages on behalf of a resident.

Please have your mail addressed to:
College of Staten Island
Resident Name
Dolphin Cove Box #
2800 Victory Blvd
Staten Island, NY 10314

Trash Chutes and Recycling Bins

Trash Rooms with trash chutes and recycling containers are located on every floor of both buildings near the elevator. It is resident responsibility to guarantee that both the common areas and their bedrooms are free of waste. Trash must be removed from apartments on a regular basis and placed in the trash chute. While transporting garbage to the assigned bins, all precautions must be taken to avoid leakage, spillage, and damage to the property. Trash must never be left in the hallway or lounges. Trash must be placed down chutes and recycling placed in designated bins for recyclables.



Cable Television

Cable television is available to each resident in their unit. Televisions are provided in the Social Lounge and North lobby. The television is for the enjoyment of all residents of Dolphin Cove and may not be moved from the common area. Basic cable is provided. Our cable provider is Pavlov Media.

Internet Access

Wired and wireless internet accesses are provided to residents. The costs are included in your housing fee. Residents interested in using the wireless network will register their device(s) by creating their own account on Pavlov Media, Dolphin Cove's wireless internet provider. Should a resident choose to use the wired Internet access, the resident is responsible for bringing their own data cables.

Technology Notice: Residents are not permitted to cut wires, bore holes, split cable, or make any other changes within the halls. Any unauthorized services or equipment may be removed by management, at the resident's expense, without notice or liability. All residents are subject to the Institution's and/or service provider's current Internet/Cable enrollment and usage policies. Dolphin Cove has an agreement with Pavlov Media to exclusively provide services to residents. Alterations of any description to cable outlets and electrical installations are not permitted. Installing satellite dishes, aerials, or any other device on the exterior of the building is prohibited.

Living in a Residential Community

The Resident Advantage

On-campus housing is more than just where you live; it is your home away from home! We want to make sure that you are living in an environment that is supportive to your needs and provides you with amazing opportunities for growth and development. Learning extends beyond the classroom and your residential experience can play an important role in helping you develop life skills that will ensure your continued success in the future.

Commitment to Diversity

Dolphin Cove is proud to house a diverse population and strives to provide a comfortable atmosphere to all residents regardless of race, color, creed, national origin, ethnicity, ancestry, religion, age, sex, sexual orientation, gender, gender identity, marital status, partnership status, disability, genetic information, alienage, citizenship, military or veteran status, or pregnancy. Any form of harassment (e.g., verbal or written threats, bullying, intimidation, and violence) will not be tolerated and may result in further disciplinary action.

Programming

Dolphin Cove is committed to providing a comfortable and fun living and learning environment within the residence hall. Residence Hall staff will organize educational and social programs to help students have fun, but also develop new skills, clarify their values, and improve interpersonal skills. CSI Student Housing has instituted a thematic programming model as a guide for resident event planning. All residents are encouraged to get involved in their community by attending and participating in programs, communicating to RAs what types of activities are desired, and playing a role in their planning and execution through the Residence Hall Association. Programs give residents a chance to socialize and meet new people, achieve their academic potential, and learn about themselves.



Cooking

For many of you, this may be your first time being solely responsible for cooking. Here are some tips to keep in mind:

- Do not leave cooking unattended.
- Turn handles inward so pots and pans won't be pulled or knocked off the stove.
- Use caution with electrical appliances: don't plug too many devices into one outlet and do not overload surge protectors.
- Turn off appliances after using.
- Turn the vent on to reduce smoke in the unit.

Residence Hall Association (RHA)

RHA is a group of student volunteers who act as leaders in the residence hall to plan events, address concerns, and help make Dolphin Cove a great place to live!



Living in a Residential Community: Roommates

Living with a roommate can be trying at times, but can also be a very rewarding experience. The easiest way for you and your roommate to get along is by respecting each other's rights. We urge all residents to attempt to resolve any disputes they may have with another resident through a pro-active and open discussion with all concerned parties. Should additional help be required, Resident Assistants and management staff can assist to find a mutually beneficial resolution to the conflict.

Roommate Agreement Process

We want your time here to be a great residential experience! In order to do so, each resident of each apartment will meet to establish the roommate agreement during the first week of school. This will serve as a guide to help you and your new roommate(s) identify and establish the expectations each one of you has about your living environment. Your initial expectations may change as the year progresses and you experience different situations. This is normal and if this is the case, then you may need to revisit the agreement and set new expectations. Regardless of what the issues are, it is through respecting one another's space and expressing your needs and wants that you will create the positive relationship that will make for a successful year.

What do I do if an issue arises?

Honest, open communication along with compromise is the first step to a successful roommate relationship. With the roommate agreement as a starting point for conversation, you and your roommate(s) should continue to communicate openly about concerns that may arise throughout the year. Communication will be very important and you should always talk to your roommate(s) directly if a concern arises. If you feel uncomfortable discussing your problems, your RA will be able to offer advice and suggestions on how to approach the situation. Your RA can assist in completing a roommate mediation if concerns continue.

Roommate matching

RoomSync, is a roommate matching service that allows you as a student to create a profile utilizing your Facebook account and a short survey. Once you complete your profile, you will be provided with matches- students who have similar habits, lifestyles, and interests- who will be living in your same unit type in the 2018-2019 academic year. Please take your time reviewing matches and contacting students who you are interested in living with. Once you have found matches that you would like to live with, you can select an option to request each other as roommates through RoomSync! We ask that all students **complete their roommate search process by August 1, 2018** in order for Dolphin Cove staff to assign units to matched roommates and assign rooms to any students who may have not completed the matching process. Students who do not participate in RoomSync or do not successfully complete the roommate matching process will be assigned roommates and units by Dolphin Cove Residence Life staff.

Residents are not permitted to make room change agreements with other residents without authorization from Management.

All Roommates Have the Right:

- To privacy and respect
- To open communication
- To mutually clean living quarters
- 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 hall staff for assistance when needed
- To be treated civilly

All Roommates Have the Responsibility:

- To respect one another's privacy
- To respect themselves and others
- To communicate openly with their roommates and discuss potential conflicts before they get out of hand
- To keep their living space clean
- To lock doors and maintain personal/possession safety
- To maintain a comfortable environment for sleep and study purposes
- To treat one another's possessions with care and ask to borrow
- To respect differences and compromise
- To enlist the help of residence hall staff when a difficult roommate issue arises
- To be kind and civil with no intent to harm
- To check with one another before having overnight guests

Breaking the Ice

Get to know your roommates and help your roommates get to know you. Here are some topics to discuss:

- May roommates borrow food from one another? If so, how soon should it be replaced or paid for?
- What are your standards of cleanliness? When should household chores be done?
- When do you like to go to bed and wake up? Until what time should movies, music and guests be in common areas?
- What about sharing and borrowing personal items like electronics or clothes? Are items in the common room, such as stereos or DVD players, for common use?
- How do you feel about overnight guests?

Personal Safety

The Residence Hall Staff would like you to be aware of some important guidelines for the safety of yourself and your property. We recommend that you consider following these guidelines, in addition to other common-sense safety practices:

While Inside Your Apartment

1. Lock your doors at all times.
2. You have deadbolt locks on the doors; use them while you are inside your room.
3. When answering the door, first determine who is there by looking through the peep hole. If the person is unknown, first talk with them without opening the door and don't open the door if you have concerns.
4. If the person says they work for management, maintenance, housekeeping etc., please feel free to call the office to confirm that it's an employee needing access to your room.
5. Make sure to keep your windows locked when you are not in your room and at night.
6. Do not give or lend your keys, your ID, fob, or mailbox key to anyone.
7. Do not put markings on your key ring to identify your name, address, or phone number. This includes your apartment/room number.
8. If you are concerned because you have lost your key or because someone you distrust has a key, ask to have your locks changed. You have a statutory right to do so, provided you pay the cost of the lock change in advance.
9. Dial "911" for emergencies. Immediately following, please call the office or RA so they may take appropriate measures.
10. At least monthly, check your smoke detector for dead batteries or malfunctions.
11. Frequently check your door locks and other devices to make sure they are working properly.
12. Immediately report to the office, in writing, any malfunction of other devices outside your room, such as burned-out lights, blocked passage ways, broken railings, etc.
13. Mark or engrave identification on valuable personal possessions, such as your computer or cell phone.

While Outside Your Apartment

1. Lock your doors and windows every time you leave your apartment regardless of how long you will be away.
2. Tell your roommate where you are going and when you will be back.
3. When walking at night, please walk with another person. Call Public Safety if you do not have someone to walk with.
4. Let your RA and your roommate know if you are going to be gone for an extended period of time.

Around the Community

1. Room and apartment doors should be locked at all times. Residents should always keep their keys with them even when leaving for a short period of time and/or when your roommate is in the apartment and not expected to leave.
2. Valuables should be kept locked and out of sight.
3. Residents should practice being their "neighbor's keepers." This can be done by knowing the other residents and reporting to management staff any suspicious person (s) seen around the property.
4. Please call 911 or local law enforcement if your personal safety or the personal safety of another is at risk.
5. Dolphin Cove does not allow soliciting. Please report those individuals to your RA or office.
6. Lost keys should be reported immediately to the Front Desk staff.

Personal Safety, cont.

Be Prepared!

Know the location of all emergency exits, fire alarms, and your emergency evacuation meeting point. Knowing what to do is the best preparation for any emergency.

Prevent Tailgating

Tailgating is when someone holds the door open for others to enter the residence hall, posing a safety risk because non-residents can enter your residence hall. Do not allow people to follow you through the door.

In Case of Fire or Smoke

The location of emergency exits is posted on the back of your unit's front door. The evacuation meeting point is located in the Parking Lot 6. In the event of an evacuation, please exit the building quickly. At the designated waiting area, await further instructions from the Resident Assistants or Management.

If You Hear the Fire Alarm

1. Evacuate immediately to the evacuation meeting point in Parking Lot 6.
2. Wait for further instructions.

In Case of Significant and/or Life-Threatening Medical Emergency

1. Call 911 immediately.
2. Notify the Front Desk or on-call RA.

To Report a Theft and/or Break-in

1. Notify Public Safety immediately.
2. Notify your RA and/or the on-call RA.

For all emergency issues and/or significant concerns, please contact the Front Desk and/or the RA On Duty. .

Public Safety

Emergency -- 718.982.2111

Non-Emergency -- 718.982.2110

Public Safety is available 24 hours a day. They are also the providers of campus first aid.

Please remember there is no such thing as a failsafe system. Even the most elaborate of safety precautions are not guarantees against crime. You should always proceed as if such systems do not exist. All systems are subject to mechanical malfunctions, tampering, human error, and personnel absentee-ism. Dolphin Cove makes no expressed or implied warranties of security. Make sure your personal habits include measures to reduce your risk of becoming a victim. Dolphin Cove is not responsible for any personal damages or thefts. We highly recommend that you obtain renter's insurance.

Quick Tip:

To ensure additional safety after dark, during evening classes, the Office of Public Safety provides uniformed escorts to parking lots, buildings, classrooms, and public transportation facilities.

Anyone wishing to use the escort service should:

- Use any lobby phone and call ext. 2116 or from your cell phone dial 718-982-2116.
- Provide the Public Safety Office with your location and the destination of your requested

Maintenance & Facilities

Have a leaking sink? Light bulb burned out? Clogged drain? The residence hall maintenance staff is here to help and will look after any maintenance issues that occur throughout the year.

Q1: How do I put in a work request for maintenance?

A: Residents can submit a work request two ways:

- Use the following link: connect.studenthousing.com
- If the link is not working or you are not able to access it, notify the front desk staff and they can submit a work order for you.

Q2: How long will it take for my work request to be resolved?

A: Usually work orders are completed within 48 hours, but this can vary depending on the nature of your request.

Q3: What do I do about insects in the apartment?

A: Should you experience a problem with household pests such as ants during the year, please notify a staff member immediately to complete a work request. Dolphin Cove utilizes local pest control companies to assist with these issues.

Renter's Insurance:
Residents are responsible for arranging adequate insurance for all belongings. The residence halls are not responsible for damage to or loss of residents' personal property, however caused. Residents are encouraged to contact their family insurance agent to determine if they are covered under parent/guardians home insurance and if so, for what amount. If not, residents should purchase tenant insurance.

Unit Condition Form

After a resident moves in, they need to conduct an inspection of their room and document the condition of the items in their unit using a Unit Condition Form (UCF). The UCF can be accessed digitally via the link sent prior to move in. The digital UCF form allows residents to upload photos of items they have a concern about. If a resident changes their room assignment, they must complete a new UCF for their new unit. If the resident cannot locate the link, it is the responsibility of the resident to ask the front desk staff or resident assistant for the link. Failure to do is solely the residents' responsibility. The resident will be charged for any damage, or missing items, noted at check-out that is not indicated on the UCF. If a resident fails to complete a unit condition form at check in, any damage or missing items noted at check-out will be charged to the resident.

Damages and Liability

Each resident is responsible for the protection and conservation of the community. Individuals who are identified damaging residence hall property will be held financially responsible for repairs and may face disciplinary action. Repairs to damage in common areas that cannot be attributed to a resident may be charged to all residents in the community equally. We strongly urge anyone who witnesses another person damaging residence hall property to contact the Dolphin Cove staff or Public Safety. Residents are individually responsible for paying for damages to their assigned room and collectively responsible for paying for damages to their assigned apartments.

Decorating and Posters

We want you to feel at home in your new room, but encourage you to keep these few rules in mind when decorating. Using nails, hooks, spikes, tape, or other such items to hang pictures, posters and other material on the walls will result in damage, and therefore is not permitted. Management staff recommends using 3M strips or poster putty. Residents are not permitted to paint or wallpaper their rooms/suites or make any alterations to permanent fixtures. Residents should not use stickers or decals when decorating.

Furniture

While the layout of each room may vary, all bedrooms are furnished with a double or extra-long twin bed, desk, chair, and stackable dresser. Apartment living rooms are fully furnished and include a sofa, chair, coffee table, entertainment center, dining table, and four dining chairs. Lounge furniture may not be moved into bedrooms or apartments. Any resident(s) with lounge furniture found in their apartment will be issued a fine and have the furniture immediately removed. Outside furniture is not permitted within the apartments.

Quick Tip: It's better to resolve issues early. Don't leave maintenance until move-out. Report items, including damage to the unit, as soon as possible. Do not try to fix damage yourself as this usually results in a higher cost to you to repair the fix as well as the damage.

Fines and Charges

Fine: You can expect to receive an invoice for this fine within 24-48 hours. A due date will be provided to you by our Business Office Manager. If the fine is not paid by the due date provided to you by our Business Office Manager a hold will be placed on your account along with possible revocation of guest privileges. Payments can be made the following ways: check or money order made payable to The College of Staten Island or with cash to Bursar. If you choose to pay at Bursar, you must indicate to Bursar that your cash payment should be applied to your housing fine and provide proof of your receipt to Dolphin Cove. Additional fines and charges may be assessed at move out or throughout the year. Prices are subject to change.

| Fines | Charges |
|-------------------------------------|-----------------|
| Garbage | \$25 per bag |
| Failure to vacate | \$100 per night |
| Noise complaint | \$25 and up |
| Failure to sign in a guest | \$25 |
| Failed health and safety inspection | \$250 |
| Smoking indoors | \$25 |
| Smoking outdoors | \$100 and up |
| Tampering with a smoke detector | \$50 |
| Open alcohol | \$15 |
| Non-sufficient funds fee | \$100 |
| Replacement items | Charges |
| Lost unit keys (replaced lock) | \$50 |
| Bedroom door key | \$50 |
| Fob key | \$50 |
| Mailbox Key | \$50 |
| Replacement of mattress | \$250 |
| Replacement of bed frame | \$175 |
| Replacement of chair | \$75+ |
| Replacement of door | \$150-\$450 |
| Replacement of door handle | \$25-50 |
| Replacement of closet rod and shelf | \$45 |
| Replacement of mirrored closet door | \$175 |
| Replacement of carpet | \$150 |
| Replacement of blinds | \$35-50 |
| Replacement of light fixture | \$50-110 |
| Replacement of window screen | \$50 |
| Replacement of kitchen cabinet | \$20-\$200 |
| Cleaning | \$10 and up |
| Wall repairs | Charges |
| Wall repair: Small | \$75 each |
| Wall repair: Medium | \$100 each |
| Wall repair: Large | \$175 each |
| Painting | Charges |
| Painting: Spot | \$50 |
| Painting: Partial wall | \$100 |
| Painting: Full wall | \$100* |

Other Procedures

Confidential Information

Dolphin Cove will not provide confidential information about our residents, such as the room/telephone numbers of students, to persons making inquiries, with the exception of CSI/government officials. It is the residents' responsibility to provide friends and family members with their room/phone numbers. A regulation to protect student confidentiality is The Family Educational Rights and Privacy Act (FERPA). FERPA is a Federal law that protects the privacy of student education records. In addition, Dolphin Cove staff cannot discuss any aspect of a student's residency, including account balances or disciplinary matters, with parents, guardians, or any other person unless a waiver is signed by the student authorizing them to discuss their situation.

Health and Safety Inspections

In order to maintain a healthy and safe living environment, Dolphin Cove staff will conduct monthly room inspections. Staff will be checking air filters, plumbing, electrical receptacles, potential fire hazards, mildew in kitchen, and bathrooms, etc. Health and Safety Inspections will occur between the 15th and 25th of each month. If the residents fail the first inspection, they are able to fix the concern within 24 hours. Failure to do so will result in a \$25 fee per person.

Newsletter

Each month, Dolphin Cove management will send a digital newsletter to all residents. The newsletter includes important updates regarding procedures, services, and events happening on campus and in the residence hall, plus a chance for you to win prizes. Please make sure the Office of Student Housing has your accurate email address so you don't miss out!

Dolphin Card

Access cards may become demagnetized. In the event that this happens, the Dolphin Card Services Office will reactivate your card at no expense. If you lose your card, re-issuing a new one will deactivate the previous card. There is a fee to reissue a dolphin card. Residents must surrender their Resident ID card when moving out.

Holiday Break

Dolphin Cove is open during the winter holiday break. Services will be limited during the holiday break, but on-call staff members will remain onsite. Those leaving for the holiday break need to throw out all perishable food prior to departure and ensure that all doors are locked.

Check-Out Procedures

Prior to the end of your license agreement, Dolphin Cove will provide detailed instructions for the move out process. Each resident must follow the check-out procedure as described in this process and resident responsibilities will include the following:

- All personal belongings and garbage must be removed from your room/apartment and you must thoroughly clean your room and suite.
- Your keys must be returned to the residence hall South Front Desk.
- You must make arrangement for Dolphin Cove staff to inspect your room, with you and your roommates present or fill out the applicable paperwork to complete an express check-out.
- All floor/wall surfaces must be cleaned.
- The bathroom floors, sink, tub, and toilet must be scrubbed.
- The refrigerator and stove must be emptied and cleaned thoroughly. The freezer must be defrosted and cleaned.

In incidents where residents fail to follow the check-out procedures, the room and/or apartment will be cleaned professionally and residents will be billed accordingly.

Section 2: License Agreement

This section includes a copy of the License Agreement and Rules and Regulations each resident signs in order to live in Dolphin Cove. All residents are responsible for knowing the policies and procedures outlined in this document and in their Resident Handbook.

CSI STUDENT HOUSING LICENSE AGREEMENT

CSI STUDENT HOUSING LLC ("Licensor") does hereby license to _____ a portion of a residential unit ("Unit") in the residential housing facility (the "Project" or "Premises") on the campus of the College of Staten Island (the "School" or "College") of The City University of New York ("CUNY") located at 2800 Victory Boulevard, Staten Island, New York pursuant to the terms and conditions of this Housing License Agreement (this "License Agreement").

1. **Licensor's Agent.** Licensor has hired an agent, ACC SC 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.** Licensee must be admitted to the College or to a CUNY institution prior to acceptance of the License, or have an admissions application on file prior to conditional 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 the College or at a CUNY institution. All enrolled students attending the College or a CUNY institution are eligible to live in the Premises. Owner reserves the right to deny residency to, or terminate the residency of, any person not meeting the foregoing eligibility requirements.

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 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:

Floor Plan Type: _____

4. **Fee.** In consideration for the Resident's rights and privileges hereunder, the Resident agrees to pay Agent the amount of _____ ("License Fee") in _____ installment(s) of _____ each as follows:

Term ("Term"): **Academic Year:** _____ - _____

License Fee Payments ("License Fee Payments") are per bed per person:

| INSTALLMENT AMOUNT: | DUE DATE: | INSTALLMENT AMOUNT: | DUE DATE: |
|---------------------|-----------|---------------------|-----------|
| | | | |
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| | | | |
| | | | |
| | | | |

LICENSEE:

(Signature)

Print Name: _____

Date: _____

Guarantor:

(Signature)

Print Name: _____

Social Security #: _____

Date: _____

LICENSOR: CSI STUDENT HOUSING LLC

By ACC SC Management LLC, Agent

Print name: _____

Title: _____

Date: _____

5. 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 8/21/2016 (the "Term Commencement Date") and ending on 5/26/2017 (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.

6. License Fee. The licensee 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 and Collections Policy shall be made to CSI Student Housing LLC and per the instructions on the Collections Policy. Licensee is responsible for Fee payment to CSI Student Housing LLC, regardless of whether a Fee invoice is received by the Licensee. Late payments and any penalties assessed will include, but are not limited to the College's policy for Fee payment.

7. Utilities. Licensor shall provide water, heat, wireless internet access and basic cable TV hookup. Licensor also agree to incur the costs associated with furnishing electricity, **except that, under no circumstances, shall licensor be responsible for paying more than \$35.00 per Licensee per month towards the total amount of electricity consumed by Licensee and other Licensees of the entire Apartment in such month.** If the cost of furnishing Licensee with electricity exceeds \$35.00 per bed in any month, then Licensor shall provide Licensee with an invoice (on a billing cycle to be established solely at Licensor discretion) that itemizes Licensee's portion of said extra usage which portion shall be determined by dividing the total cost of said extra electricity usage by the number of Licensees occupying the Apartment. Licensee assumes financial responsibility for such extra electricity usage and shall pay said invoice in a timely manner as set forth on utility billings, or may incur an additional late charge. Licensor 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.

8. 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.
7. A block and stop on future registration and requests for transcript.

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.

9. 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.
- (f) Licensees are allowed to have no more than two guests at any time unless special permission is been granted by Agent.

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 prohibited hereby.

10. Deposit and Fees. All applications must be accompanied by a \$400 reservation payment. Upon payment of the first two months rental fee, the \$400 reservation payment will convert to a damage security deposit. The College's acceptance of a room reservation payment does not constitute a guarantee of admission to the College, or a guarantee of a housing assignment. The reservation deposit is non-refundable unless housing is unavailable or admission is denied.

11. Roommates. Licensee may request that other licensees of the Premises be persons identified by Licensee. . Agent shall have no obligation to grant any request made by Licensee under this provision. 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

12. 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.

13. Assignment or Subletting. Licensee shall not assign, sublet or transfer his or her interest in this License Agreement, or otherwise allow anyone else to occupy the Unit.

14. 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.

15. 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 resident of the Unit shall also constitute permission for Agent or its representative or designee to enter into the Unit. Agent reserves the right to conduct a search of the Unit 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 Licensee and greater resident community and/or a violation of law.

16. 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.

17. Insurance Acknowledgement. Licensee hereby acknowledges that no renters insurance is carried by Agent, CSI Student Housing, the School or otherwise to cover my personal property against such perils as fire, wind, theft, water damage,

etc. and Licensee is encouraged to obtain renter's insurance to provide coverage against these and other physical losses of property, in addition to providing temporary housing accommodations, and protection against personal loss.

18. 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

19. Liability. Neither Agent nor Licenser 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 Licenser shall not be liable for any damages to or loss of such property. The obligations of Licenser and Agent under this License Agreement shall not be binding upon Licenser or Agent named herein after the sale, conveyance, assignment or transfer by Licenser or Agent of their interest in the Premises. Neither Licenser, Agent nor any of the direct or indirect partners, shareholders, directors or officers of Licenser or Agent shall be personally liable for the performance of Licenser's or Agent's obligations under this License Agreement. Prior to any such sale, conveyance, assignment or transfer, Licenser's and Agent's liability under this License Agreement shall be limited to Licenser's or Agent's interest in the Premises, and Licensee shall not look to any other property or assets of Licenser or Agent in seeking either to enforce Licenser's or Agent's obligations under this License Agreement or to satisfy a judgment for Licenser's or Agent's failure to perform such obligations. After any such sale, conveyance, assignment or transfer, to the extent that Licenser or Agent has any liability at all, the liability of Licenser or Agent for such obligations shall be limited to the net proceeds received by Licenser from such sale, conveyance, assignment or transfer.

20. Photograph Release. Licensee hereby grants permission to Licenser and Agent to use any photograph or photographic image taken of Licensee while participating in Licenser sponsored events, or at events held at the Premises while in any public spaces, grounds, or offices of the College. Licensee agrees that the photographs or photographic images shall not be used in any other forum other than for legitimate business purposes. Licensee hereby releases and forever discharges Licenser, 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 arising out of, in any way, the use of Licensee's photographs or photographic images. This release shall be binding upon and inure to the benefit of the successors and assigns of the Licensee and Licenser.

21. Package Release. Licensee hereby authorizes Licenser and Agent to accept packages, parcels, and deliveries on Licensee's behalf. Licensee agrees to hold Licenser and Agent free from liability or responsibility for packages, parcels, or deliveries should they be stolen, lost, damaged, or otherwise harmed. Licensee agrees that if Licensee fails to claim such packages, parcels, or deliveries, within seven (7) days, they may be returned to the sender or destroyed.

22. Acknowledgement of Proper Moisture/Mold Procedures. Licensee agrees to take the following steps in order to prevent or minimize the growth of mold and mildew within the Unit:

- remove any visible moisture accumulation in or on the Unit, including moisture accumulation in or on walls, windows, floors, ceilings, and bathroom fixtures;
- mop up spills and thoroughly dry affected areas as soon as possible after occurrence;
- keep climate and moisture in the Unit at reasonable levels;
- clean and dust the Unit regularly;
- keep the Unit, particularly the kitchen and bathroom, clean and dry;
- 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 in 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 Premises or to any personal property located in the Premises as a result of the Licensee failure to comply with the terms of this Article.

23. Bed Bugs. Licensee acknowledges that bedbugs pose a serious issue to living spaces. Accordingly, Licensee agrees to the following:

- Insure that Licensee's belongings are free of bedbugs at the time they are brought onto the Premises and into the Unit,

- Notify Agent immediately if Licensee is been bitten by or exposed to bedbugs,
- To cooperate with instructions by Agent for the treatment of any bedbug issues, including preventative treatment(s) and maintaining detective devices in the Unit
Licensee's failure to cooperate may result in Licensee being charged for all treatment costs and resulting damages and expenses,
- Residents shall review and adhere to the Bedbug Information Pamphlet provided by Licensors or Licensors' agent,
- Apartments are fully furnished. Residents may not bring in any new or second-hand mattresses or furniture.

24. Fitness Center Liability Release, Waiver, Discharge and Covenant Not to Sue. Licensee agrees to assume 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 by Agent or the College in connection with the use of the fitness facility, Licensee hereby releases, discharges and covenants not to sue Licensors, 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 from death or from damage to property in connection with this activity. Licensee acknowledges that this release covers liability, claims and actions caused entirely or in part by any acts or failures to act of Licensors or Agent, including but not limited to negligence, mistake, or failure to supervise. Licensee gives up all rights to sue for injuries, damages, or losses that Licensee may incur. Licensee further acknowledges and understands that this release also binds Licensee's heirs, executors, administrators, and assigns.

25. 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.

26. Permission. 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.

27. 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

Licensee understands that Licensee has the right to confidentially register with the College the name and contact information of an individual that Licensee would like to be contacted if it is determined that Licensee is missing from the campus and/or Licensee's whereabouts are unknown for a period of twenty-four (24) hours or more.

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

29. Interruption of Service. Licensee will receive no reduction in the License Fee, nor will Licensors 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 Licensors' or Agent's negligence or willful misconduct.

30. Use of Facilities, Generally. Licensee may use all facilities of the Premises which Agent provides for Licensee's comfort, including, but not limited to common lounge areas, fitness center, music room, etc. 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 Licensors 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 Licensors' or Agent's negligence or willful misconduct.

31. 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.

32. 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.

33. 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.

34. 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.

35. Other Conditions. Licensee agrees that he or she has received and read the College Rules and Regulations (APPENDIX A), *CUNY Residence Hall Disciplinary Procedures*, and *Article XV of the CUNY ByLaws, the Rules for Maintenance of Public Order (Henderson Rules)*, the CUNY Medical Withdrawal and Re-Entry Policy, and the CUNY policy regarding the use of alcohol and drugs (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.

36. Altering License Document. Licensee understands that any modifications, changes, additions, or deletions of the terms of this License must be signed by both Licensee and Agent in order to be binding.

College of Staten Island Student Housing 2018-2019 Rules and Regulations

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 College of Staten Island Student Housing, 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.

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 CSI Student Housing, 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 CSI Student Housing 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 CSI Student Housing rules and regulations.
2. **Drug and Alcohol Policy.** Residents of CSI Student Housing shall abide by College of Staten Island policies, procedures and regulations and local, state and federal laws regarding presence of 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 CSI Student Housing may be referred to the College of Staten Island’s judicial system and the case will be resolved in accordance with College of Staten Island and *CUNY Article XV or Rules for Maintenance of Public Order*. Where applicable, sanctions may address both the Resident status in CSI Student Housing and the student status of the respondent with the college. Violations of drug policy may result in Immediate License Termination and/or
 - a) Suspension/Expulsion from the college.
 - b) The possession, consumption, and/or sale of alcohol or alcohol paraphernalia (including, but not limited to empty alcohol containers) are prohibited, regardless of age. CSI Student Housing reserves the right to immediately and permanently confiscate all drinking paraphernalia or items used in connection with any drinking game or the rapid, mass or otherwise dangerous consumption of alcohol of any type. Students found using drinking paraphernalia or participating in any drinking game will be referred to the College and/or CSI Student Housing judicial process. This includes, but is not limited to, items such as funnels and table tops used in conjunction with drinking games. 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. **Gambling.** Gambling is prohibited in CSI Student Housing. Any card games that involve betting must involve no money changing hands and must use items of non-monetary value, i.e. “chips”.
4. **Hazing.** Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.”
5. **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.
 - c) Be open to all or advertised in any way.
 - d) Consist of more than ten (10) guests per apartment.
 - e) CSI Student Housing Staff and College of Staten Island Public Safety Officers, if necessary, will intervene and instruct the host(s) to end the event when gatherings:
 - f) Result in excessive noise, damage or destruction, fighting or other disruptive behavior
 - g) Exceed the normal boundaries, with persons gathering in hallways, stairwells, lounges, entrances, and other common areas.
 - h) Have been advertised or promoted through flyers, posters or other means including electronic media.
6. **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 building key fob, Student College of Staten Island/CUNY ID cards, or room key to any non-Resident. Residents who have allowed non-Residents access by providing them with a building key fob, Student College of Staten Island /CUNY ID card, or room key may be considered in default of the License.
7. **Pets.** Pets or any animals are prohibited from being brought into the premises of CSI Student Housing. Pet prohibitions apply to all mammals, reptiles, birds, fish and insects. In the event of a violation of this rule, **\$100** fine will be assessed against the Resident, and Agent, at its discretion, may declare the Licensee in Default. In the event of a subsequent violation, a **\$200** fine will be assessed against Resident and the Agent will declare the License to be in default. Pets must be removed from the premises immediately. Agent may remove any unauthorized pet if one day’s written notice of intent to remove the pet is left in a conspicuous place in the apartment. Agent may turn the pet over to a humane society or local authority. Service animals are allowed with the prior written notification and documentation of need in accordance with the Americans with Disabilities Act to the Agent.
8. **Smoking.** Consistent with New York State Laws governing public facilities and The College of Staten Island campus facilities, CSI Student Housing 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 CSI Student Housing.
9. **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 CSI Student Housing. 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.
10. **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 CSI Student Housing staff member to request assistance. Accordingly, the following shall apply to complaints concerning you or your guest’s violation of this rule:
 - a) 1st complaint- A written warning will be issued
 - b) 2nd complaint- A \$25.00 fine will be assessed against you

- c) 3rd complaint- A \$30.00 fine will be assessed and the Guarantor will be notified
- d) 4th complaint- A \$100.00 fine will be imposed and we may, at our discretion, declare you in violation of the License Agreement

11. Conduct.

- a) **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. Bicycles may not be chained to any exterior railings, trees, light poles, or any other structure. Bicycles may be removed from such areas by Agent and a \$25.00 removal fee will be charged to the owner of the bicycle. Agent shall not be liable for damage or loss of any bicycles.
- b) **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.
- c) **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.

12. 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 CSI Student 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:

- a) Submit a written request to CSI Student Housing Management Office.
- b) Agree to a specific moving date.
- c) Arrange for an inspection of current apartment with a staff member.
- d) Agree to pay all license fee payments and damage costs found by the Management Staff to be attributable to Resident.
- e) Enter into a new License for the balance of the License Term that reflects the bedroom and apartment into which the Resident has moved.
- f) Pay a \$100.00 transfer fee.
- g) Be current on all other charges; no outstanding charges on the Resident's account.

13. Move-In / Move-Out Procedures.

Resident will be given a Unit Condition Form (UCF) upon receipt of their keys and the directions to complete the UCF. The Resident is to note any existing damages or conditions which are in need of repair or replacement. Resident will have one (1) day from the receipt of the key to the Resident's apartment to complete and return the UCF to CSI Student Housing Management Office. In the event the Resident does not complete and return the Unit Condition Form within (1) days, CSI Student Housing 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.

14. 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.

15. **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.
16. **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.
17. **Keys, Student CSI/CUNY ID cards, and Building Key Fob.** Keys and building key fob 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 building key fob 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. Residents must carry their room key, Student CSI/CUNY ID card, and the building key fob at all times. A fee of \$10 will be charged to the resident's account for each lock out and each time a resident fails to produce a CSI/CUNY ID card upon entering the building. If for any reason staff suspects that a resident's key, or key fob is lost, they may require the resident to produce the item.
18. **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-rate 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.

19. **Trash.** All trash and refuse from apartments must be placed in dumpsters provided by Agent and not left in the Premises or in any of the common areas, hallways, or similar places in CSI Student Housing. Resident **MUST NOT** deposit room or apartment trash in litter receptacles located throughout the grounds since these are intended for litter, not apartment trash or garbage. Residents should deposit items to be recycled in the appropriately designated recycle receptacles when available. A \$25.00 service charge will be immediately due and payable by resident(s) for any refuse that is left outside such residents' unit, placed in litter receptacles, or left elsewhere on the property.

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 precede 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 and may result in disciplinary action.

a) Tampering or altering smoke detectors will result in a \$100.00 fine. Tampering with any other fire protection equipment, including falsely triggering a fire alarm and fire exit doors, will result in a \$250.00 fine. Any violation is a default under the License Agreement that would entitle Agent to declare a default and pursue all remedies provided to Agent.

20. 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, hookahs, and halogen lamps or halogen bulbs of any kind are all prohibited in the Premises and about the Property.

21. 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. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, handbillies, nonchucks, switchblades, ninja stars, hunting knives, explosives and dangerous chemicals. 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.

22. List of additional prohibited items:

- a) Decals and stickers (with the exception of security ID stickers).
- b) Construction barriers, street signs, newspaper machines, etc.
- c) Darts, dartboards, and liquid-filled furniture because of potential damage to the facilities.
- d) Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- e) Aerials, masts and other short wave radio transmitting equipment.
- f) Live-cut Christmas trees or wreaths.
- g) Drug paraphernalia. This includes, but is not limited to bongs, hash pipes, blow tubes, hookahs and water pipes. If prohibited items are observed in an apartment, the items will be confiscated and disciplinary action may be initiated.
- h) Motorcycles, motor scooters, mopeds, or other internal combustion engines inside or adjacent to apartments or buildings.
- i) Holiday lights and any other flammable decorations.

23. 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.

- 24. Equipment.** Tampering with, altering or changing any safety equipment, locks, fire alarms, smoke detectors, telephone equipment, TV cable, plumbing, electrical systems, etc., is prohibited.
- 25. Storage Space.** There is no storage space for Resident use at CSI Student Housing. Under no circumstances are utility or furnace rooms, entrances, hallways, stairwells or other public areas to be used for storage.
- 26. 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.
- 27. 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.
- 28. Expense of Misuse and Charges for Damages.** Any damage to an apartment or public area 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 CSI Student Housing complex is prohibited and shall be considered cause for termination of the License Agreement.
- 29. Computing Policies.** The use of computing resources provided by CSI Student Housing (including the 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 CSI Student Housing. 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.
- 30. Evacuation.** Resident agrees to evacuate in the case of emergency at the sole discretion of the Agent and/or College of Staten Island. Resident understands that no reduction in license fees will be given in the case of emergency evacuations.
- 31. Reasonable Request.** Resident or guests, shall, upon demand by CSI Student Housing Staff, College of Staten Island 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.
- 32. Missing Persons Policy.** Under new federal law, the Resident has the right to confidentially register with the CSI Student Housing Management Office the name and contact information of an individual that Resident would like to be contacted (within twenty-four (24) hours) if it is determined that Resident is missing from the campus and/or Resident's whereabouts are unknown for a period of twenty-four (24) hours or more.

It is the policy that convicted sexual offenders shall not reside in CSI Student Housing. Any person found to be in violation of this policy will be held in default of their license agreement.

EXCEPT AS TO FINES SPECIFICALLY SET FORTH IN THESE RULES AND REGULATIONS, AGENT MAY IMPOSE A FINE OF NOT MORE THAN \$250.00 FOR ANY VIOLATION OF THESE RULES AND REGULATIONS, WHICH FINES, IF ASSESSED, WILL CONSTITUTE ADDITIONAL RENT UNDER THIS LICENSE. ANY VIOLATION OF THESE RULES AND REGULATIONS ALSO CONSTITUTES A DEFAULT UNDER THE LICENSE AGREEMENT AND SHALL ENTITLE THE AGENT TO PURSUE ALL REMEDIES

AVAILABLE TO AGENT PURSUANT TO SAID LICENSE. AGENT'S DETERMINATION OF A VIOLATION SHALL BE FINAL.

RESIDENT ACKNOWLEDGES THAT RESIDENT HAS READ THESE RULES AND REGULATIONS PRIOR TO EXECUTING THE LICENSE AND RESIDENT AGREES TO ABIDE BY THESE RULES AND REGULATIONS DURING THE TERM OF THE LICENSE. RESIDENT ALSO ACKNOWLEDGES THAT AGENT EXPRESSLY RESERVES THE RIGHT TO PROMULGATE ADDITIONAL RULES AND REGULATIONS APPLICABLE TO CSI STUDENT HOUSING AND TO AMEND OR MODIFY ANY RULE OR REGULATION CONTAINED HEREIN AS AGENT FROM TIME TO TIME DETERMINES TO BE APPROPRIATE.

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.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT ("Guaranty") IS EXECUTED BY THE UNDERSIGNED GUARANTOR IN CONNECTION WITH THAT CERTAIN LICENSE AGREEMENT (the "License Agreement") EXECUTED BY CSI STUDENT HOUSING, LLC. ("Licensor") and _____ ("Licensee"), A COPY OF WHICH LICENSE AGREEMENT IS ATTACHED HERETO.

1. **UNCONDITIONAL GUARANTY.** In consideration of the execution by Licensor of the License Agreement, Guarantor absolutely, irrevocably and unconditionally guarantees full and complete payment and performance by Licensee of all of the duties and obligations of Licensee under the License Agreement and further covenants with the Licensor that if default shall at any time be made by the Licensee in payment of Housing Fees or other payments under the License Agreement or in the performance of any other duties or obligations of the Licensee contained in the License Agreement, Guarantor will pay to the Licensor or Licensor's successors or assigns any delinquent Housing Fees and any damages or other sums that may arise or be due to Licensor under the License Agreement as a result of any violation or default by the Licensee, on receipt of written notice of such violation or default from Licensor or Licensor's successors or assigns. Releasing or assignment of the License Agreement by Licensee with or without Guarantor's approval shall not affect Guarantor's liability under this Guaranty. Modifications or amendments to the License Agreement or extensions, renewals, or apartment reassignment of or during the License Agreement Term or Renewal Terms shall not affect Guarantor's liability under this Guaranty. Guarantor shall be liable for such modifications, amendments, or extensions or changes to the License Agreement or Renewal Agreements.
2. **NOTICE TO GUARANTOR/WAIVER.** This Guaranty shall be a continuing and irrevocable guaranty. Guarantor waives notice of Guarantor's acceptance of this Guaranty and further waives demand, notice of default, protest or notice of protest of every kind, notice of any and all proceedings in connection with the License Agreement (including notice of Licensee's default or violation under the License Agreement), diligence in collecting any sums due under the License Agreement or enforcing any of the obligations under the License Agreement, bringing of suit and diligence in taking any action with reference to the License Agreement or in handling or pursuing any of Licensor's rights under the License Agreement.
3. **DEATH OF GUARANTOR.** In the event of the death of an individual Guarantor, the obligation of such Guarantor under this Guaranty shall continue in full force and effect against Guarantor's estate as to all indebtedness and other obligations of Licensee under the License Agreement. Licensor shall not be required to pursue any other remedies before invoking the benefits of this Guaranty. In particular, Licensor shall not be required to exhaust Licensor's remedies against Licensee or other guarantors. Licensor may from time to time at Licensor's discretion and with or without valuable consideration, release Licensee from all or part of Licensee's obligations without affecting this Guaranty.
4. **ENFORCEMENT.** This Guaranty shall inure to the benefit of the transferee or subsequent owner of the Apartment Community. This Guaranty shall be binding upon the Guarantor and Guarantor's personal representatives, notwithstanding any change in status or organization of the Licensor or Licensee or any reletting by Licensee. Suit may be brought against any single Guarantor or against all Guarantors without impairing the rights of Licensor, its successors or assigns, against other Guarantors. If Licensee is in default or violation under the License Agreement and if it becomes necessary for Licensor to place this Guaranty in the hands of an attorney to enforce the rights and remedies of Licensor, Licensor may recover reasonable attorneys' fees from Guarantor, even if suit has not been filed. In any lawsuit to enforce the provisions of this Guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees from the nonprevailing party, including all out-of-pocket costs of litigation as set forth in the License Agreement. This Guaranty may be enforced against Guarantor without the necessity of recourse against Licensee or any other party. The validity or enforceability of this Guaranty shall not be affected by the invalidity or unenforceability of the License Agreement or Licensee's lack of sufficient legal capacity to enter into the License Agreement. Failure of Licensor to enforce the

License Agreement or enforce Licensors' rights against the Licensee shall not operate to release Guarantor from Guarantor's obligations under this Guaranty.

5. **MISCELLANEOUS.** Guarantor acknowledges that but for the execution of and delivery of this Guaranty, Licensors may not have entered into the License Agreement. The obligations of this Guaranty shall be performed in the same county or counties where the Licensee's obligations are to be performed under the License Agreement. Guarantor acknowledges that Licensors has relied on all written information furnished by Guarantor to Licensors in connection with this License Agreement. No oral agreements or representations have been made in connection with this Guaranty. The obligations under this Guaranty are absolute, irrevocable and unconditional. Guarantor hereby submits and consents to personal jurisdiction of the courts in the State and/or County in which the Premises are located. Defined terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the License Agreement. The absence of a copy of the License Agreement attached hereto shall not affect the validity or effectiveness of this Guaranty.

GUARANTOR UNDERSTANDS AND AGREES THAT THIS GUARANTY REPRESENTS A LEGAL, BINDING OBLIGATION ON THE PART OF GUARANTOR.

GUARANTOR:

Name

Employer

Employer Address

Home Address

Cell Phone

Home Phone

Employer Telephone

E-Mail Address

SSN

Signature

Date

Section 3: Residence Hall Regulations

Rules and regulations are necessary for the smooth functioning of any community. Here at Dolphin Cove, we believe that you have the right to an environment in which you can study, socialize, and live comfortably. There are three basic principles involved in achieving this: demonstrate care for yourself, demonstrate care and consideration for others, and respect others' and community property. Take time to familiarize yourself with the rules and regulations as both you and your guests are responsible for following them. The following are highlights of the rules and regulations. For the complete list of policies, please see your License Agreement and Rules and Regulations.

Identification Policy & Unauthorized Entry:

Everyone (resident or otherwise) found to be in the residence halls needs to be able to produce identification when requested by a Dolphin Cove staff member or Public Safety. Residents must show ID to the Office Assistant each time they enter the building. Failure to show ID more than three times per month will result in documentation and the student will be subject to the disciplinary process. Residents may be escorted to their room by staff to obtain identification if they are not carrying it on them. Guests unable or unwilling to provide identification or residents refusing to provide identification may be asked to leave the residence hall (if it cannot be determined that they are a current resident). Residents and guests are responsible for providing identification when requested by a Dolphin Cove staff member, Public Safety officer, or law enforcement official. Any person who is not a resident who is found walking unescorted through the property is criminally trespassing. No guest shall be granted access to either building unless accompanied by a resident. If you see any suspicious persons around the property contact the Dolphin Cove staff immediately.

Guest policy

- A guest is considered any person who is not a current resident of Dolphin Cove.
- All guests (including parents and family members) must be signed in and out by the host resident.
- All guests must have valid photo-identification, such as: a CUNY 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. Paper copies of any kind will not be accepted.
- Guests 16 years old or younger must be accompanied by a parent or guardian and may not stay overnight unless prior approval is granted by the management.
- Each resident is allowed to sign in one guest at a time; however, the total number of people in an apartment (including residents of the apartment and their guests) at any given time should not exceed ten people, even if the additional people are residents of Dolphin Cove.
- Guests are able to be signed in from 9:00am through 10:00pm each day. Guests will not be allowed to sign in during welcome week at the beginning of each semester and finals week at the end of each semester to allow for a community and academic focus at those times. Please see the monthly newsletter for specific dates.
- All guests must be accompanied AT ALL TIMES by the host 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.
- The behavior of guests is subject to the same regulations that 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. Dolphin Cove reserves the right to remove non-residents from the property if they are non-compliant with Dolphin Cove, CSI, or CUNY policies. Until a resident's guest(s) leaves the property (including the lands on which the residence halls are situated), the resident is responsible and liable for, and shall indemnify the management harmless from any and all claims, losses, or damages arising from, all acts and omissions of the guest, including damage to property or injury to or death of others arising from any act or omission of the guest and for any damage to the property of, or injury to, or death of the guest.
- Overnight guests are defined as people who visit between the hours of midnight and 9:00 am. 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 days in any month, regardless of the resident host. If there are extenuating circumstances regarding the duration of stay, you may contact the Office of Student Housing to discuss your individual situation. Guests found staying longer than the allowed nights will be asked to leave the building immediately and may be prohibited from returning to the property.
- 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 roommates.
- Violation of the guest policy, including a guest's responsibility of creating a violation may result in the loss of

Section 3: Residence Hall Regulations

Move out process

In order to ensure a quiet academic environment, Dolphin Cove enforces a 24/7 quiet hours policy during finals week. This means no noise will be permitted in the Residence Halls to ensure a quiet environment conducive to studying for finals. Additionally, **guests are only permitted to be signed in from 9:00am until 8:00pm during this time period (dates below)**. This policy is enforced during mid-year and end of the year move outs. Residents and visitors should plan accordingly. **Mid-year dates: December 14th, 2018-December 24th at 9:00am. End of the year dates: May 10th-May 25th 2019**

Keys

You are to keep your room key in your possession at all times. Keys are not to be in anyone else's possession, and if someone else has your key, it could result in removal from housing. Dolphin Cove residents are issued two keys and one fob. Each resident will receive a key to their assigned bedroom, a key to the assigned mailbox, and a key fob. Residents are fully responsible for assigned keys, and copying, loaning, or allowing another person to use residence keys is strictly prohibited. Installing additional locks on any doors in the unit is prohibited. Residents will be charged \$50.00 per key for replacement.

Lockout Procedure

Should you lock yourself out of your room or apartment, please go to the Front Desk. Picture ID is required in order for a staff member to let you back into your room. Each lock out will result in a \$10 charge to your account. If you exceed three lock out service requests during the course of the academic year, your unit will be re-keyed and you will incur all charges associated with the procedure. Please note that a staff member may enter your room for a maintenance/staff follow up. Staff will lock the doors behind them. Students are responsible for the lockout fee as residents must have their keys on them at all times.

Quiet Hours:

Quiet hours in the residence hall begin at 10:00 pm (Sun-Thurs) and at midnight (Fri-Sun). Quiet hours end at 9:00 am every morning. During exam periods, quiet hours are extended to 24 hours a day. Management reserves the right to amend quiet hours at any time and will post any such amendments throughout the building.

Fire Safety

- In the event of a **smoke alarm**, Dolphin Cove staff will investigate, determine the cause, and proceed with evacuating residents or resetting the smoke alarm (if there is no emergency). In the event of a real emergency, residents are to evacuate and activate the nearest pull station if safe to do so.
- In the event that the **fire alarm** sounds, all residents must evacuate the building by the stairs, not the elevator, and proceed to the designated area of Parking Lot 6. Special instructions will be provided to residents who require emergency assistance.
- Residents are encouraged to stay low if they encounter smoke. In the event that a resident discovers a fire (or other emergency requiring evacuation), and the fire alarm has not sounded, he/she is to immediately evacuate the building, and activate the nearest pull station if safe to do so. Residence hall staff will inform residents when it is safe to return.
- In the event of inclement weather, Public Safety may open an adjacent building where residents can go. Upon notification of a false alarm, residence hall staff will begin random room checks to ascertain if all residents have evacuated. Residents who have failed to evacuate will be fined \$50.00.
- Residents who activate a fire alarm resulting in fire department response through cooking, vandalism or other means will be charged up to \$500.00 individually or collectively with the residents assigned to their suite or floor.
- Tampering with fire-prevention equipment such as covering smoke detectors, activating pull stations, or setting off fire extinguishers when there is no emergency situation is a criminal offence and prohibited in the residence hall. No items may touch, obstruct, or be hung from sprinkler heads. Residents found tampering with fire-prevention equipment may face disciplinary action up to and including removal. Hallways and fire exits may not be blocked in any manner.

Windows

Residents may not remove window screens or participate in throwing, dropping or causing objects to fall from a window. Windows may not be used as an entrance or exit except in an emergency. No person should enter a unit through the window or leave a unit through the window.

Section 3: Residence Hall Regulations

Failure to Comply

Dolphin Cove staff strives to protect the rights of everyone in the residence community. Inappropriate behavior, including failure to cooperate with Dolphin Cove staff, verbal or physical abuse, threats or harassing language will not be tolerated and will result in disciplinary action.

Prohibited Items:

- Decals and stickers, construction barriers, street signs, newspaper machines, etc.
- Darts, dartboards, nerf-guns, and liquid-filled furniture because of potential damage to the facilities.
- Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- Aerials, masts and other short wave radio transmitting equipment.
- Holiday lights, extension cords, and other flammable decorations including live-cut Christmas trees/wreaths.
- Motorcycles, motor scooters, mopeds, hover boards, or other internal combustion engines inside or adjacent to apartments or buildings.
- Biking, skateboarding, inline skating and the like are prohibited in and around the residence halls. Bicycles may not be stored in residence hall rooms. Any damage to the Facility, directly or indirectly, will result in fines and disciplinary action.
- Candles, lanterns, incense, and all other sources of open and smoldering flames or flammable liquids are prohibited. Fire in any form is not permitted in the residence hall.
- Burning of any chemical product (ex: Fabulosa) is strictly prohibited
- Alcohol, drugs, and related paraphernalia (see page 35 and 36 for more information)

Confiscated items

Any item that is confiscated from a Dolphin Cove staff member due to any violation is permanently discarded. Dolphin Cove will not store/hold onto belongings. Dolphin Cove is not responsible for the replacement or return of prohibited belongings.

Damage

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-rate share of the damages. Additional charges may be assessed for the inappropriate disposal of objects in toilets.

Video/Digital Recording

No person is permitted to photograph, video tape, or record (digitally or otherwise) within the residence hall common/public areas without the expressed written permission of the General Manager. Residents may photograph and record within their assigned room or suite with the permission of their roommates, and all others in the room. Lewd and inappropriate behavior may not be recorded. This includes any behavior that violates a law or residence policy. Residents/guests may not record or photograph Dolphin Cove staff without the expressed written permission of the General Manager, and must turn off and surrender recording equipment upon the direction of Dolphin Cove staff or Public Safety regardless of their location on campus

Prohibited Displays

CSI Student Housing reserves the right to determine the acceptability of signs, posters and or markings shown on residence room doors, apartment doors, lounges, common hallways, residence floor bulletin boards and in rooms if it can be seen from public or common areas. In residence, any signs, posters, and/or markings which are pornographic, racist, homophobic, degrading to gender/sex or which a reasonable person may find offensive are prohibited, and must be removed immediately at the request of management. Residents are not to place items on display in their room which may promote the use/consumption of alcohol or drugs or any other inappropriate behavior as it reflects poorly on CSI. This includes but is not limited to alcohol bottles, pornographic posters etc. Residents are not to display any items in their windows, including but not limited to flags, political signs, notes, or decorative banners.

Section 3: Residence Hall Regulations

Disorderly conduct & threatening behavior

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 Dolphin Cove. 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. If a resident's or guest's behavior is or has the potential to become dangerous to another resident or others, management can immediately remove the resident and/or guest and could result in permanent removal from Dolphin Cove.

Right of entry

The General Manager may authorize a room search if there are reasonable or probable grounds of a criminal offense, or residence policy violation.

Dolphin Cove staff may enter occupied residence apartments any time after knocking and identifying themselves as staff. Apartments are not considered private.

Dolphin Cove staff may enter occupied residence rooms under the following circumstances:

- When ordered to do so by law enforcement officials or the New York Fire Department
- Where there are reasonable grounds to believe that a person may be in danger
- To conduct a room inspection (resident to be given 24-hour notice)
- To ascertain whether a bed space is occupied
- To complete a lock change or maintenance repair when a resident submits a work order
- To turn off a stereo/alarm or musical device when staff did not receive a response from a room
- To close a window left open (to prevent loss of heat, or pipes freezing)
- When there is reason to believe a criminal offense or residence policy violation is in progress
- During a fire alarm or evacuation
- When invited by the resident assigned to the room, or anyone who is in the room at the time of request (i.e. resident's guest)

Thefts

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.

Sexual Assault: Sexual misconduct of any kind is not tolerated at the College of Staten Island. Please see the full Policy on Sexual Misconduct located on page 60.

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 CSI Student Housing, 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 and it is the Resident's responsibility to report behaviors that violate CSI Student Housing 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 CSI Student Housing rules and regulations.

Section 3: Residence Hall Regulations

Alcohol Policy.

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 abuse 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.

- Residents of CSI Student Housing shall abide by College of Staten Island policies, procedures and regulations and local, state and federal laws regarding presence of alcohol.
- The possession, consumption, and/or sale of alcohol or alcohol paraphernalia (including, but not limited to empty alcohol containers) are prohibited, regardless of age.
- CSI Student Housing reserves the right to complete a search of the resident room and immediately and permanently confiscate all drinking paraphernalia or items used in connection with any drinking game or the rapid, mass or otherwise dangerous consumption of alcohol of any type.
- Students found using drinking paraphernalia or participating in any drinking game will be referred to the College and/or CSI Student Housing judicial process. This includes, but is not limited to, items such as funnels and table tops used in conjunction with drinking games.
- Serious or repeated violations may result in the License being terminated.

Listed below are guidelines for minimum sanctions which can be used for violations of the drug and alcohol policy. These guidelines do not include considerations for a previous disciplinary history nor does it consider the uniqueness of the situation. Each case is unique and sanctions should both follow established precedents as appropriate and be tailored to each situation.

Minimum Sanctions for Alcohol Policy

- First violation: Residence Hall Probation for one year, completion of alcohol education judicial module, two page reflection paper.
- Second Violation: Deferred removal from housing for one year, Health and Wellness Alcohol Education Session, three page reflection paper, room relocation if the situation is warranted
- Third Violation: Removal from housing for two semesters, counseling assessment, Disciplinary probation for two years, possible suspension from the college, five page research paper about alcohol abuse, banned from Dolphin Cove.

Section 3: Residence Hall Regulations

Drug Policy.

- Residents of CSI Student Housing shall abide by College of Staten Island policies, procedures and regulations and local, state and federal laws regarding presence of 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 CSI Student Housing may be referred to the College of Staten Island's judicial system.
- 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 CSI Student Housing may be referred to the College of Staten Island's judicial system.
- The term drug paraphernalia refers to any equipment that is used to produce, conceal, and consume illicit drugs. It includes but is not limited to items such as bongs, roach clips, miniature spoons, rolling papers (RAW), jewel cartridges, vape pens, oils, bags, and various types of pipes.
- Under federal law the term drug paraphernalia means "any equipment, product or material of any kind which is primarily intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance."
- Hookah and all hookah smoking paraphernalia is strictly prohibited (coals, shisha, bongs, etc.).
- Any prescription drug/pill must be prescribed to the resident. If a prescription is found to be prescribed to another person (including a family/friend) the pills will be confiscated.
- Residents' belongings that produce the aroma of an illegal substance are in violation of the drug policy
- Even if a student possesses a valid medical marijuana card, the student cannot use or store marijuana on campus or at Dolphin Cove.
- CSI Student Housing reserves the right to complete a search of the resident room immediately and permanently confiscate all paraphernalia or items used in connection to the drug policy.
- Determination of whether an item is drug paraphernalia will be made by considering all relevant facts, including, but not limited to, the proximity of the item to controlled substances.
- Violations of drug policy may result in a) Immediate License Termination and/or b) Suspension/Expulsion from the college

Listed below are guidelines for minimum sanctions which can be used for violations of the drug and alcohol policy. These guidelines do not include considerations for a previous disciplinary history nor does it consider the uniqueness of the situation. Each case is unique and sanctions should both follow established precedents as appropriate and be tailored to each situation.

Minimum Sanctions for Drug Policy Violations

- Possessing drug paraphernalia or in the presence of drugs:
 - o First violation: Deferred removal of housing for 1 year, health and wellness drug education session, three page reflection paper, drug related judicial module
 - o Second Violation: Removal from housing for two semesters, possible suspension, banned from Dolphin Cove, reflection paper.
 - o Third violation: Suspension from the college, drug treatment or counseling program, disciplinary probation

Section 3: Residence Hall Regulations

In the event of a violation of Dolphin Cove's Community Standards, License Agreement, Rules and Regulations, or CUNY Conduct policies, Dolphin Cove Staff and/or a CSI Public Safety Officer will submit an incident report. Incident reports will be investigated by Dolphin Cove management, and in the event of a CSI/CUNY policy violation, the case will be referred to the CSI Office of Student Affairs. Dolphin Cove management may also refer cases to the police, but only with the consent of the VP of Finance and Administration and designee of the VP of Student Affairs.

Possible sanctions include:

- **Written Warning:** written notice that the resident had violated a Community Standard and that continued violation of this standard will result in more severe disciplinary action.
- **Residence Hall Probation:** this sanction is a formal notice that any further policy violation will result in further and more severe judicial action for a specified period of time.
- **Deferred Removal from Housing:** this sanction is a formal notice informing the resident that any kind of further policy violation will result in eviction
- **Removal from Housing:** this sanction results in a resident being removed from housing and placed on the ban list, which indicates they are not able to return to Dolphin Cove as a guest for a specified period of time.
- **Loss of Privileges:** this sanction could include loss of guest privileges, loss of amenities privileges, or any other privileges deemed necessary.
- **Restitution:** this sanction requires the replacement of funds to repair damage to a unit or a common area.
- **Mandatory Room Reassignment:** a resident may be transferred to another unit or hall when their behavior is disruptive to their hall but does not warrant removal from the residence system.
- **Mandated Counseling Assessment:** this sanction is assigned through the Dean of Students Office or Dolphin Cove management when deemed necessary.
- **Discretionary/Educational Sanctions:**
 - o Letter of apology
 - o Essay or research paper on assigned topic
 - o Denial of renewal: disqualification from future housing selection process
 - o Substance education course

Please see the CUNY Residence Hall Disciplinary Procedures on page 38 for a complete list of the conduct system procedures.

Medical Transport & Re-Entry Procedure

If a resident is transported to the hospital due to mental health, drug or alcohol overdose, or injury, their emergency contact will be notified and the resident will be required to turn in their keys to their room temporarily. The resident must check in with Housing Staff upon their return to Dolphin Cove to receive their keys. It is the resident's responsibility to provide discharge documentation. For instances that involve mental health, alcohol, or drugs, a follow up meeting with the Dean of Students' office or Dolphin Cove management is mandatory. The resident may also be required to meet with the Health and Wellness Center, and complete the conduct process if the situation requires.

Section 4: CUNY Residence Hall Disciplinary Procedures

CUNY RESIDENCE HALL DISCIPLINARY PROCEDURES

I. Introduction

These procedures are intended to apply to all CUNY- owned and/or - operated residence halls (referred to as “CUNY residence halls.”) CUNY- owned buildings refers both to buildings operated by CUNY as the owner and those owned by CUNY but operated by a private company on behalf of CUNY. CUNY- operated buildings are buildings for which CUNY is responsible for the management of the building, regardless of whether CUNY owns the building. The purpose of these procedures is to protect the health and safety of the entire residence hall community. These procedures provide for discipline of students who live in residence halls who violate the rules governing student conduct applicable to CUNY students. At the same time, these procedures are designed to ensure that the due process rights of student residents accused of engaging in inappropriate conduct are respected.

II. Applicable Rules of Conduct

All students who live in CUNY residence halls are expected to behave lawfully and responsibly. They are expected not to engage in conduct that threatens or causes harm to others or interferes with the working or learning environment of others. All resident students must comply with local, state and federal laws, including the Henderson Rules (N.Y. State Education Law, Article 129-A) and with CUNY and College policies. In addition, each CUNY residence hall should have written rules that are distributed to residents governing appropriate conduct in the residence hall. Students who violate their residence hall’s rules concerning behavior in the residence hall will be subject to discipline under these residence hall disciplinary procedures.

To the extent that the conduct at issue also violates local, state or federal law (including the Henderson Rules) or other CUNY or College policies, a student will be subject to discipline under Article XV of CUNY’s Bylaws (“Article XV”) as an alternative to disciplinary proceedings invoked under these residence hall procedures. In cases in which the conduct is serious and the sanction might involve suspension or expulsion from the University, rather than a sanction solely relating to future conduct and tenure at the residence hall, Article XV procedures should be invoked instead of residence hall disciplinary procedures. Further, in all cases involving a possible violation of CUNY’s Sexual Misconduct Policy (cases involving alleged sexual misconduct, including cases of sexual harassment, gender-based harassment, or sexual violence), the cases must be reported to the applicable CUNY College’s Title IX coordinator for applicable interim measures, investigation and potential discipline under Article XV.

Further, if a student’s conduct threatens harm to him or herself or others or substantially disrupts the learning or working environment of others, and is connected to a mental health or other medical issue, that conduct should be addressed under CUNY’s Medical Withdrawal and Re-entry Policy and Procedures (“Medical Withdrawal Policy”).

III. 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 Residence Hall Director (“RHD”) may remove the resident from the residence hall for a period not to exceed seven business days, pending the results of administrative

Section 4: CUNY Residence Hall Disciplinary Procedures

proceedings or, where mental health issues are present, psychological evaluation. The RHD must consult with the College's Chief Student Affairs Officer or designee and Chief of the Department of Public Safety or designee before deciding on and effectuating such removal unless the situation presents an immediate danger. If the need for removal is immediate, the RHD must consult with the above-referenced College officials as soon as practicable following such removal.

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 RHD should contact the College's Chief Student Affairs Officer or designee, who shall arrange for the resident to 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 out-lined in the applicable policy.

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. Room relocation may also be imposed as an interim measure under CUNY's Sexual Misconduct Policy.

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, including in cases involving alleged sexual

IV. Disciplinary Procedures in the Residence Hall

A. 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 ("RHD"), whose responsibilities will include oversight of the residence hall internal disciplinary process. The RHD may conduct investigations of complaints, mediation conferences, and disciplinary hearings under these procedures. If the RHD is involved in the investigation or attempted mediation of a case, he or she may not also adjudicate the case if it goes to a hearing. In that event, the RHD shall designate another residence hall professional staff member to conduct the hearing.

B. Complaint and Investigative Process

A complaint of a violation of a residence hall, College or CUNY policy may be submitted by anyone, including resident advisors ("RAs"), residence hall staff, or other staff or students including guests 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.

If the complaint involves sexual misconduct because it alleges harassment, gender-based harassment, or sexual violence, the case must be reported to the applicable CUNY College's Title IX coordinator for investigation and for potential discipline under Article XV. In all other cases, the complaint should be submitted to the RHD

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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, and if the matter is not referred to the College's Chief Student Affairs Officer, the RHD or designee will refer the incident for informal mediation 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 all further action under Article XV of CUNY's Bylaws or, if applicable and appropriate, the Medical Withdrawal Policy.

C. The Mediation Process

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

The RHD or designee will conduct the mediation 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 mediation. 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 under these procedures. 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 mediation conference may result in the student being charged with an additional violation of residence hall rules and the scheduling of a disciplinary hearing.

D. 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 seven calendar days notice of the date of the hearing.

2. 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

Section 4: CUNY Residence Hall Disciplinary Procedures

outlined in this policy are observed, the Hearing Officer will 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 respondent. The case against the respondent will be presented by the RHD or designee. The RHD may serve as the Hearing Officer for the case if he or she were not involved in the investigation or attempted mediation process. In the event of prior involvement in the case by the RHD, a residence hall or student affairs professional staff member with no prior involvement will be the Hearing Officer.

The Hearing Officer will inform the respondent 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. The Hearing Officer will determine whether the student is responsible by reviewing the evidence presented and applying a preponderance of the evidence standard.

If the respondent 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 Hearing Officer 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.

3. 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 Hearing Officer. The advisor must indicate relevant professional affiliation (if any), as well as name and relationship to the respondent. RAs are not permitted to serve as advisors to respondents. 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.

4. Witnesses

The respondent and the residence hall staff member presenting the case each may present witnesses. Witnesses may participate in the process by answering questions posed during the hearing or by providing a signed statement. Witnesses will be asked to affirm that their statements are truthful. Questions may be posed to witnesses by the Hearing Officer, the respondent, and the professional staff member presenting the case against the student.

Section 4: CUNY Residence Hall Disciplinary Procedures

5.Documentary Evidence

Respondents 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 halls. Except in emergency situations or for other good cause, requested copies will be provided to a respondent 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 Hearing Officer 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 respondent was responsible for a violation.

A written decision will be issued and appropriate sanctions, if any, imposed, within ten calendar days from the date of the hearing. The decision will be sent by the RHD by regular mail to the respondent’s residence hall mailbox or delivered by hand to the respondent’s room and to the student’s college e-mail address. In the event that the respondent 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. Educational Requirements and Sanctions

Students who are found responsible for a violation (s) may be subject to one or more educational requirements and/or sanctions. Respondents may also agree to educational requirements and/or sanctions in order to resolve a case during the mediation process. The following is a list of possible requirements and sanctions.

Educational requirement: Mandate that the student complete an educational program relevant to the violation, with the possibility of imposition of sanctions if the student fails to complete the program.

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.

Housing Probation: Imposition of a sanction that is deferred for a period of time and then expires, unless the student continues or repeats the wrongful conduct.

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. The student will have no access to the building during the period of suspension.

Residence Hall Dismissal: Permanent separation of the student from the residence hall and termination of a student’s housing or license agreement, as applicable. Following dismissal, the student will have no access to the building.

Section 4: CUNY Residence Hall Disciplinary Procedures

E. Appeal

Students found responsible for violations after a disciplinary proceeding may submit a written appeal (via their email account or by regular mail) to an Appeal Officer within ten calendar days of the date of the decision. The Appeal Officer shall be the RHD, as long as he or she was not involved in an earlier stage of the proceedings at the Hearing or Mediation, 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. If the sanction imposed is suspension or dismissal from the residence hall, the appeal shall be made directly to the College's Chief Student Affairs Officer or designee and not to the RHD or other residence hall staff member, even if they were not involved in the case at an earlier stage.

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.

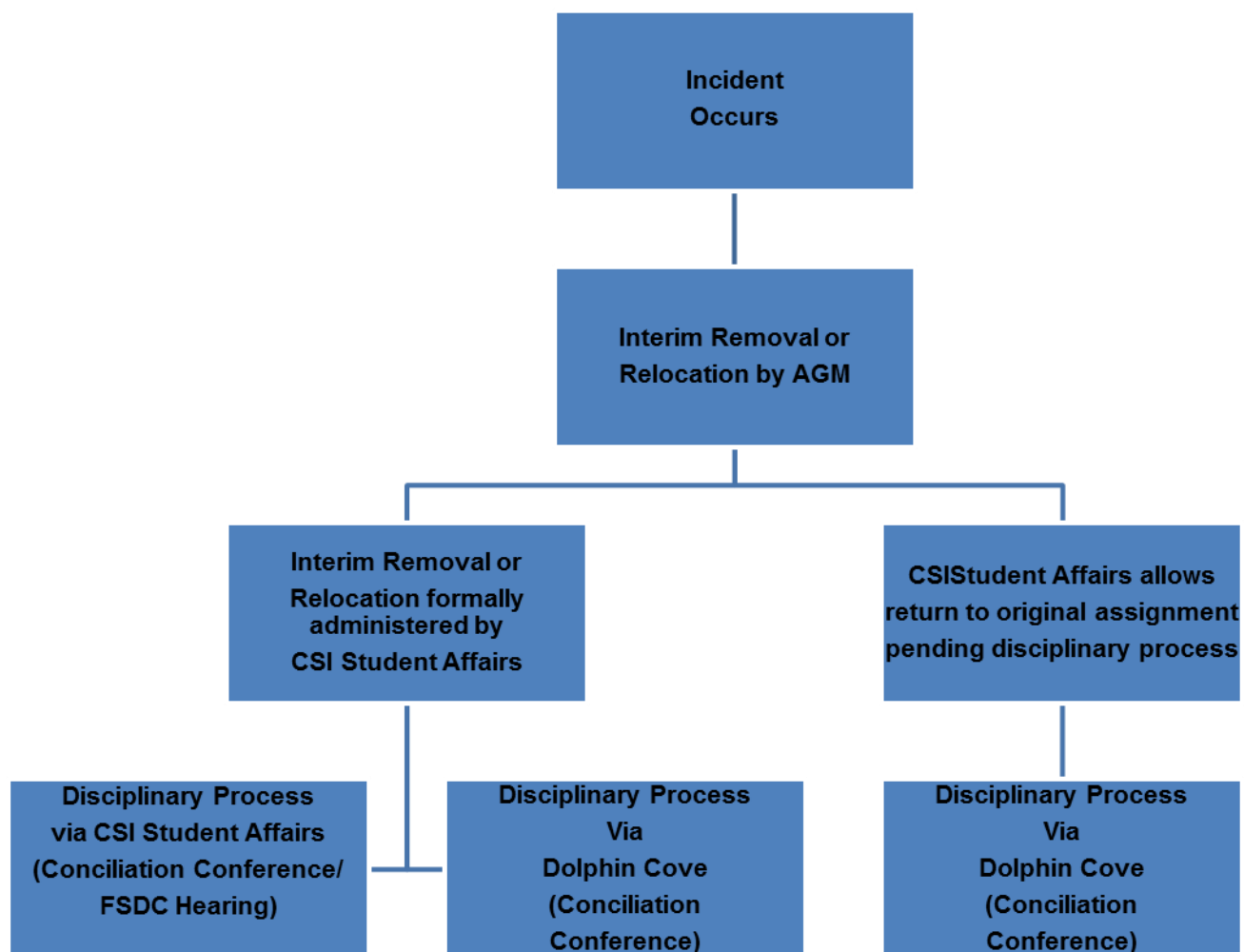
The Appeal Officer may either schedule a meeting with the student or decide the appeal solely on the content of the letter. The Appeal Officer may alter the findings if they are clearly erroneous, may reduce the sanctions imposed if they are disproportionate to the violation, and/or, in some cases, may remand for additional fact finding to be made at a hearing. A determination on the Appeal should be issued within ten calendar 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. The Appeal Officer's determination shall be final and not subject to further appeal.

College of Staten Island Appeal Process:

Your hearing officer will supply you with a link to a digital form to submit your appeal. Your hearing officer will explain how to submit the appeal and the items the appeal must include for consideration by the Appeal Officer.

Section 5: CUNY Institution Disciplinary Procedures

EMERGENCY INTERIM RELOCATION OR REMOVAL



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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.

Mediation Conference:

- c. The mediation 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 their 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 mediation 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 their side of the story
 - b. to present witnesses and evidence on their behalf;

Section 5: CUNY Institution Disciplinary Procedures

- 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:

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 their 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

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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. Their 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, their functions with respect to an appeal shall be discharged by an official of the university to be appointed by the chancellor. 55

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 their 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.

Section 5: CUNY Institution Disciplinary Procedures

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 their 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 their education unit, shall:

- A. Have the affirmative responsibility of conserving and enhancing the educational standards of the college and schools under their jurisdiction;
- B. Be the advisor and executive agent of the Board of their 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;

Exercise general superintendence over the concerns, officers, employees, and students of their 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

Section 5: CUNY Institution Disciplinary Procedures

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 their 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 thier possession a rifle, shotgun, or firearm or knowingly have in thier 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 their 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.

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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 in 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 Medical Withdrawal and Re-entry

Section 5: CUNY Institution Procedures

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.
- 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.

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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.

Section 5: CUNY Institution Procedures

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:

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, a. 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.

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- 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

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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

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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

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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.

THE CITY UNIVERSITY OF NEW YORK MEDICAL AMNESTY/GOOD SAMARITAN POLICY

- I. The City University of New York's ("CUNY's") Medical Amnesty/Good Samaritan Policy's purpose is to encourage students to seek medical assistance related to drug and alcohol use without fear of being disciplined for such use. Because the use of drugs or alcohol may be life-threatening, CUNY wishes to reduce barriers to seeking and receiving medical help in those situations. In addition, CUNY wishes to encourage students who may be the victims of or witnesses to sexual harassment or sexual violence while under the influence of drugs or alcohol to seek medical assistance and to report that sexual assault. Toward that end, CUNY's Policy is that students who seek medical assistance either for themselves or others will not be subject to discipline under the circumstances described below.
- II. Students who call for medical assistance for themselves or others and/or who receive medical assistance as a result of a call will not be disciplined for the consumption of alcohol (either if underage or if consumed in a CUNY-owned or operated building/facility where alcohol consumption is prohibited) or drugs under certain conditions. First, the students involved must agree to timely completion of assigned alcohol and/or drug education activities, assessment, and/or treatment, to be determined by the individual campuses or units of CUNY with which the students are affiliated. Second, there must be no other violations that ordinarily would subject the student to disciplinary action. Other violations that would invoke discipline include but are not limited to (i) unlawful distribution of alcohol or drugs; (ii) sexual assault; (iii) sexual harassment; (iv) causing or threatening physical harm; (v) causing damage to property; (vi) hazing.
- III. If students are involved in repeated incidents, the availability of medical amnesty to those students is at the discretion of the campus or unit with which the students are affiliated. Even if medical amnesty is granted to those students, repeated incidents raise issues of medical concern and may result in parental notification, medical withdrawal, and/or other non-disciplinary responses.
- IV. Failure to complete required alcohol and/or drug education activities, assessment and/or treatment by the deadline may result in a revocation of medical amnesty.
- V. CUNY's Policy is intended to complement New York State's Good Samaritan Law, which is designed to encourage individuals to call 911 in the event of an alcohol or drug-related emergency. Generally, this law protects persons who witness or suffer from a medical emergency involving drugs or alcohol from being arrested or prosecuted for drug or underage alcohol possession after they call 911. It does not protect against arrest or prosecution for other offenses, such as the sale of drugs. For more information on New York's Good Samaritan Law, see N.Y. Public Health L. §§ 3000-a, 3000-b, 3013 (McKinney 2000); see also NY State Assembly website database of law.

Section 6: CUNY Policy on Sexual Misconduct

I. POLICY STATEMENT

Every member of The City University of New York (“CUNY”) community, including students, employees and visitors, deserves the opportunity to live, learn and work free from Sexual Misconduct (sexual harassment, gender-based harassment and sexual violence). Accordingly, CUNY is committed to:

- 1) Defining conduct that constitutes prohibited Sexual Misconduct;
- 2) Providing clear guidelines for students, employees and visitors on how to report incidents of Sexual Misconduct and a commitment that any complaints will be handled respectfully;
- 3) Promptly responding to and investigating allegations of Sexual Misconduct, pursuing disciplinary action when appropriate, referring the incident to local law enforcement when appropriate, and taking action to investigate and address any allegations of retaliation;
- 4) Providing ongoing assistance and support to students and employees who make allegations of Sexual Misconduct;
- 5) Providing awareness and prevention information on Sexual Misconduct, including widely disseminating this policy, as well as a “students’ bill of rights” and implementing training and educational programs on Sexual Misconduct to college constituencies; and
- 6) Gathering and analyzing information and data that will be reviewed in order to improve safety, reporting, responsiveness and the resolution of incidents.

This is the sole policy at CUNY addressing Sexual Misconduct and is applicable at all college and units at the University. It will be interpreted in accordance with the principles of academic freedom adopted by CUNY’s Board of Trustees.

The CUNY community should also be aware of the following CUNY policies:

- The CUNY Policy on Equal Opportunity and Nondiscrimination prohibits discrimination on the basis of numerous protected characteristics in accordance with federal, state and local law. That policy addresses sex discrimination other than Sexual Misconduct covered by this policy.
- The CUNY Campus and Workplace Violence Prevention Policy addresses workplace violence.
- The CUNY Domestic Violence and the Workplace Policy addresses domestic violence in or affecting employees in the workplace.
- The CUNY Procedures for Implementing Reasonable Accommodations and Academic Adjustments addresses the procedures CUNY will follow when there is a request for a reasonable accommodation and or academic adjustment.

In addition, campus crime statistics, including statistics relating to sexual violence, which CUNY is required to report under the Jeanne Clery Act, are available from the Office of Public Safety at each college and/or on its Public Safety website.

II. SCOPE OF THIS POLICY

This policy governs the conduct of (i) all the members of CUNY’s community, including employees and students, and (ii) non-members of CUNY’s community who interact with members of the CUNY community (hereinafter “visitors”). Visitors are both protected by and subject to this policy. A non-member may make a complaint of or report a violation of this policy committed by a member of CUNY’s community. A non-member may also be subject to restrictions for failing to comply with this policy. This policy applies to conduct that occurs on and off CUNY property.

III. DEFINITIONS

- a. Affirmative Consent is a knowing, voluntary and mutual decision among all participants to engage in sexual activity. Consent can be given by words or actions, as long as those words or actions create clear permission regarding willingness to engage in the sexual activity. Silence or lack of resistance, in and of itself, does not demonstrate consent. The definition of consent does not vary based upon a participant’s sex, sexual orientation, gender identity or gender expression.

Consent to any sexual act or prior consensual sexual activity between or with any party does not necessarily constitute consent to any other sexual act.

In order to give consent, one must be of legal age (17 years or older).

Consent is required regardless of whether the person initiating the act is under the influence of drugs and/or alcohol.

Consent cannot be given when a person is incapacitated, which occurs when an individual lacks the ability to knowingly choose to participate in sexual activity. Incapacitation may be caused by lack of consciousness or being asleep, being involuntarily restrained, or if the individual otherwise cannot consent. Depending on the degree of intoxication, someone who is under the influence of alcohol, drugs, or other intoxicants may be incapacitated and therefore unable to consent.

Consent cannot be given when it is the result of any coercion, intimidation, force, or threat of harm.

Consent may be initially given but withdrawn at any time. When consent is withdrawn or can no longer be given, sexual activity must stop.

- b. Complainant refers to the individual who alleges that she/he has been the subject of Sexual Misconduct, and can be a CUNY student, employee (including all full-time and part-time faculty and staff), or visitor. Under this policy, the alleged incident(s) may have been brought to the college's attention by someone other than the complainant.
- c. Complaint is an allegation of Sexual Misconduct made under this policy.
- d. Confidentiality is the commitment not to share any identifying information with others, except as required by law in emergency circumstances (such as risk of death or serious bodily harm). Confidentiality may only be offered by individuals who are not legally required to report known incidents of Sexual Misconduct to college officials. Licensed mental health counselors, medical providers & pastoral counselors may offer confidentiality.
- e. Dating Violence is violence or sexual assault committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship is determined based on the reporting party's statement and with consideration of the length of the relationship and the frequency of the interaction between the persons involved in the relationship. Dating violence can be a single act or a pattern of behavior, based on the frequency, nature, and severity of the conduct. A relationship may be romantic or intimate regardless of whether the relationship was sexual in nature. Dating violence includes the threat of sexual or physical abuse.
- f. Domestic Violence is any violence or sexual assault committed by (i) a current or former spouse or intimate partner of the victim; (ii) a person with whom the victim shares a child;
 - (iii) a person who cohabits or cohabited with the victim as a spouse or intimate partner; or
 - (iv) anyone else covered by applicable domestic violence laws. Domestic violence can be a single act or a pattern of behavior, based on the frequency, nature, and severity of the conduct.
- g. Forcible Touching/Fondling is intentionally touching the sexual or other intimate parts of another person without the latter's consent for the purpose of degrading or abusing such person, or for the purpose of gratifying the actor's sexual desire.
- h. Gender-Based Harassment is unwelcome conduct of a nonsexual nature based on an individual's actual or perceived sex, including conduct based on gender identity, gender expression, and nonconformity with gender stereotypes that is sufficiently serious to adversely affect an individual's participation in employment, education or other CUNY activities. The effect will be evaluated based on the perspective of a reasonable person in the position of the complainant. An example of gender-based harassment would be persistent mocking or disparagement of a person based on a perceived lack of stereotypical masculinity or femininity.
- i. Intimate Partner Violence ("IPV") includes both Domestic Violence and Dating Violence.
- j. Managers are employees who have authority to make tangible employment decisions with regard to other employees, including the authority to hire, fire, promote, compensate or assign significantly different responsibilities.
- k. Pastoral counselor. A person who is associated with a religious order or denomination, recognized by that order or denomination as someone who provides confidential counseling, and functioning within the scope of that recognition.

- l. Privacy is the assurance that the college will only reveal information about a report of Sexual Misconduct to those who need to know the information in order to carry out their duties or responsibilities or as otherwise required by law. Individuals who are unable to offer the higher standard of confidentiality under law, but who are still committed to not disclose information more than necessary, may offer privacy.
 - m. Rape and Attempted Rape is the penetration or attempted penetration, no matter how slight, of any body part by a sex organ of another person, without the consent of that person.
 - n. Respondent refers to the individual who is alleged to have committed Sexual Misconduct against a CUNY student, employee, or visitor.
 - o. Retaliation is adverse treatment of an individual as a result of that individual's reporting Sexual Misconduct, assisting someone with a report of Sexual Misconduct, opposing in a reasonable manner an act or policy believed to constitute Sexual Misconduct, or participating in any manner in an investigation or resolution of a Sexual Misconduct report. Adverse treatment includes threats, intimidation and reprisals by either a complainant or respondent or by others such as friends or relatives of either a complainant or respondent.
 - p. Sexual Activity is
 - contact between the penis and the vulva or the penis and the anus;
 - contact between the mouth and the penis, the mouth and the vulva, or the mouth and the anus;
 - penetration, however slight, of the of the anal or genital opening of another by a hand or finger or by any object, with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person; or intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or buttocks of any person with an intent to abuse, humiliate, harass, degrade, or arouse or gratify the sexual desire of any person.
 - q. Sexual Assault is any form of sexual activity that occurs without consent.
 - r. Sex Discrimination is treating an individual differently or less favorably because of sex, including sexual orientation, gender or gender identity (including transgender status), as well as pregnancy, childbirth and related medical conditions. Examples of sex discrimination include giving a student a lower grade, or failing to hire or promote an employee, based on their sex.
 - s. Sexual Harassment is unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, graphic and electronic communications or physical conduct of a sexual nature when:
 - i. submission to or rejection of such conduct is made either explicitly or implicitly a condition of an individual's employment or academic standing or is used as the basis for employment decisions or for academic evaluation, grades, or advancement (quid pro quo); or
 - ii. such conduct is sufficiently serious that it alters the conditions of, or has the effect of substantially interfering with, an individual's educational or work experience by creating an intimidating, hostile, or offensive environment (hostile environment). The effect will be evaluated based on the perspective of a reasonable person in the position of a complainant.
- Conduct is considered "unwelcome" if the individual did not request or invite it and considered the conduct to be undesirable or offensive.
- While it is not possible to list all circumstances that might constitute sexual harassment, the following are some examples of conduct that might constitute sexual harassment depending on the totality of the circumstances:
- i. Inappropriate or unwelcome physical contact or suggestive body language, such as touching, groping, patting, pinching, hugging, kissing, or brushing against an individual's body;
 - ii. Verbal abuse or offensive comments of a sexual nature, including sexual slurs, persistent or pervasive sexually explicit statements, questions, jokes or anecdotes, degrading words regarding sexuality or gender, suggestive or obscene letters, notes, or invitations;
 - iii. Visual displays or distribution of sexually explicit drawings, pictures, or written materials; or
 - iv. Undue and unwanted attention, such as repeated inappropriate flirting, staring, or making sexually suggestive gestures.
- t. Sexual Misconduct is sexual harassment, gender-based harassment or sexual violence, as defined in this policy.

u. Sexual Violence includes: (1) sexual activity without affirmative consent, such as sexual assault rape/attempted rape, and forcible touching/fondling; (2) dating, domestic and intimate partner violence; (3) stalking as defined below; and (4) voyeurism, as defined below.

v. Stalking is intentionally engaging in a course of conduct directed at a specific person that:

1. is likely to cause reasonable fear of material harm to the physical health, safety or property of such person, a member of such person's immediate family or a third party with whom such person is acquainted; or causes material harm to the mental or emotional health of such person, where such conduct consists of following, telephoning or initiating communication or contact with such person, a member of such person's immediate family or a third party with whom such person is acquainted; or

2. is likely to cause such person to reasonably fear that her/his employment, business or career is threatened, where such conduct consists of appearing, telephoning or initiating communication or contact at such person's place of employment or business, and the actor was previously clearly informed to cease that conduct.

Where stalking is directed at an individual with whom the perpetrator has, had, or sought some form of sexual or romantic relationship, it will be addressed under this Policy. Stalking that lacks a sexual or gender-based nexus may be addressed under the Code of Conduct.

w. Supervisors are employees who are not managers, but have a sufficient degree of control over the working conditions of one or more employees, which might include evaluating their performance and making recommendations for changes in employment status that are given particular weight.

x. Visitor is an individual who is present at a CUNY campus or unit but is not a student or an employee.

y. Voyeurism is unlawful surveillance and includes acts that violate an individual's right to privacy in connection with her/his body and/or sexual activity such as:

i. Viewing another person's sexual activity, intimate body parts, or nakedness in a place where that person would have a reasonable expectation of privacy, without that person's consent.

ii. Recording images (e.g. video, photograph) or audio of another person's sexual activity, intimate body parts, or nakedness without that person's consent;

iii. Disseminating images (e.g. video, photograph) or audio of another person's sexual activity, intimate body parts, or nakedness, if the individual distributing the images or audio knows or should have known that the person depicted in the images or audio did not consent to such disclosure;

iv. Using or installing, or permitting the use or installation of a device for the purpose of recording another person's sexual activity, intimate body parts or nakedness in a place where the person would have a reasonable expectation of privacy without that person's consent.

z. Writing. Whenever this policy requires in "writing," electronic mail satisfies the writing requirement.

IV. PROHIBITED CONDUCT

A. Sexual Harassment, Gender-Based Harassment and Sexual Violence

This policy prohibits sexual harassment, gender-based harassment and sexual violence (together "Sexual Misconduct") against any CUNY student, employee or visitor.

Sexual harassment includes unwelcome conduct of a sexual nature, such as unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, graphic and electronic communications or physical conduct that is sufficiently serious to adversely affect an individual's participation in employment, education or other CUNY activities.

Sexual harassment is considered a form of employee misconduct and an employee who engages in such conduct, or, managerial and supervisory personnel who knowingly allow such behavior to continue, shall be subject to discipline in accordance with applicable rules, policies and collective bargaining agreements.

Gender-based harassment is unwelcome conduct of a nonsexual nature based on an individual's actual or perceived sex, including conduct based on gender identity, gender expression, and nonconformity with gender stereotypes that is sufficiently serious to adversely affect an individual's participation in employment, education or other CUNY activities.

Sexual violence is an umbrella term that includes: (1) sexual activity without affirmative consent, sexual assault, rape/attempted rape, and forcible touching/fondling; (2) dating, domestic and intimate partner violence; (3) stalking/cyberstalking ("stalking"), and (4) voyeurism.

The complete definitions of these terms, as well as other key terms used in this policy, are in Section III above.

B. Retaliation

This policy prohibits retaliation against any person who reports Sexual Misconduct, assists someone making such a report, participates in any manner in an investigation or resolution of a Sexual Misconduct complaint, including testifying or assisting in a legal proceeding, or opposes in a reasonable manner an act or policy believed to constitute Sexual Misconduct. Federal, state, and local laws also prohibit retaliation.

C. Certain Intimate Relationships

This policy also prohibits certain intimate relationships when they occur between a faculty member or employee and any student for whom he or she has a professional responsibility as set forth in Section XII below.

V. TITLE IX COORDINATOR

Each college or unit of CUNY has an employee who has been designated as the Title IX Coordinator. This employee is responsible for compliance with Title IX of the Education Amendments of 1972, which prohibits sex discrimination, including Sexual Misconduct, in education programs, and with New York State Law Article 129B, commonly referred to as the Enough is Enough, Combating Sexual Assault and Domestic Violence on College Campuses (hereafter "Enough is Enough"). The Title IX Coordinator has overall responsibility for implementing this policy, including overseeing the investigation of complaints at her/his college or unit and carrying out the other functions of that position set forth in this policy. All Title IX Coordinators shall receive annual training on Sexual Misconduct as required by Title IX, the Clery

Act, Enough is Enough, and other civil rights law. The name and contact information for all Title IX Coordinators at CUNY can be found on the university's dedicated Title IX website.

VI. ASSISTANCE IN CASES OF SEXUAL VIOLENCE

A. Reporting to Law Enforcement

Students, employees and other community members who experience any form of sexual violence on or off-campus (including CUNY-sponsored trips and events) and visitors who experience sexual violence on a CUNY campus may, but are not required to, report to local law enforcement, and/or state police. CUNY does not require a complainant to report sexual misconduct to law enforcement; however, if a student, employee, or other community member does wish to report to law enforcement, CUNY will provide assistance. Each college public safety office shall have an appropriately trained employee available at all times to provide the complainant with information regarding options to proceed, including information regarding the criminal justice process and the preservation of evidence. Campus public safety officers can also assist the complainant with filing a complaint both on and off-campus, and in obtaining immediate medical attention and other services.

Additional information is available on the university's Title IX website.

B. Relationship of CUNY's Investigation to the Action of Outside Law Enforcement

In cases where the complainant files a complaint with outside law enforcement authorities as well as with the college, the college shall determine what actions to take based on its own investigation. The college may coordinate with outside law enforcement authorities in order to avoid interfering with their activities and, where possible, to obtain information regarding their investigation. Neither a law enforcement determination whether to prosecute a respondent, nor the outcome of any criminal prosecution, is dispositive of whether the respondent has committed a violation of this policy.

Students, employees and other community members should be aware that CUNY procedures and standards differ from those of criminal procedures. When CUNY investigates allegations of sexual misconduct or brings disciplinary proceedings for violations of this policy, the issue is whether the respondent violated CUNY policy. The standard applied in making this determination is whether the preponderance of the evidence substantiates the complaint, or, stated another way, whether it is more likely than not that the alleged conduct occurred. An individual found to have violated this policy may be sanctioned by the college and CUNY. In the criminal justice system, on the other hand, the issue is whether the accused violated state criminal law. The standard applied is proof beyond a reasonable doubt and an individual found guilty of a crime is subject to criminal penalties, such as incarceration, probation and fines. More information about relevant criminal laws is available at [\(link to chart\)](#)

C. Obtaining Immediate Medical Attention and Emotional Support

CUNY encourages anyone who has experienced sexual assault or domestic, dating or intimate partner violence to seek medical attention as soon as possible. Medical resources can provide

treatment for injuries, preventative treatment for sexually transmitted diseases, emergency contraception, and other health services. They can also assist in preserving evidence or documenting any injuries. Taking these steps promptly after an incident can be very helpful if an individual later decides to seek criminal proceedings or a protective order.

Individuals who have experienced or witnessed sexual violence are also encouraged to seek emotional support, either on or off-campus.

D. On-campus resources

On campus resources include nurses and/or nurse practitioners at campus health offices and counselors at campus counseling centers. Counselors are trained to provide crisis intervention and provide referrals for longer-term care as necessary.

CUNY also maintains a list of off-campus emergency contacts and resources, including rape crisis centers, available throughout New York City on its dedicated web page. [Link](#) This includes a list of local hospitals designated as SAFE (Sexual Assault Forensic Examiner) hospitals, which are specially equipped to handle sexual assaults and trained to gather evidence from such assaults.

VII. IMPORTANT INFORMATION ABOUT CONFIDENTIALTY, PRIVACY and REQUIRED REFERRALS

CUNY values the privacy of its students, employees, and visitors. They should be able to seek the assistance they need without fear that the information they provide will be shared more broadly. Some individuals who serve as resources on campus are confidential resources and will not share any identifying information with others, except as required by law in emergency circumstances. Other individuals are not permitted to maintain confidentiality but will protect privacy to the greatest extent possible and share information with other staff only on a need-to-know basis.

Confidential resources. Individuals considered confidential resources include counselors and health care providers at the college counseling centers and health offices, pastoral counselors, and designated staff members at women's or men's centers, if they exist on campus. Students may use these resources even if they decide not to make a report or participate in University disciplinary proceedings or the criminal justice process.

Private but non-confidential resources. Many college employees are required by federal and state law to provide information about possible sexual misconduct to the Title IX Coordinator. Individuals designated as non-confidential but private resources will protect privacy to the greatest extent possible, but must share relevant information about sexual misconduct with the Title IX Coordinator.

More information about confidential and private but non-confidential resources is provided in Section IX, below.

Under the Clery Act, the College is required to maintain records, advise the government about reports of certain crimes, and issue timely warnings when there is a serious, continuing threat to the community. Such reports and warnings do not disclose the names of reporting individuals.

VIII. REPORTING SEXUAL MISCONDUCT TO THE COLLEGE

In order for the University to address allegations of sexual misconduct, it has to learn about them. Accordingly, CUNY strongly encourages individuals who have experienced sexual misconduct to file a complaint with a designated campus official, as outlined below. The designated officials are trained to accept complaints, to ensure they are investigated in accordance with this policy, and to help complainants get necessary assistance.

Students, faculty, staff and visitors are encouraged to report incidents of sexual misconduct to campus officials, even if they have reported the incident to outside law enforcement authorities, and regardless of whether the incident took place on or off-campus (including “study abroad” programs.) Such reporting will enable complainants to get the support they need and provide the college with the information it needs to take appropriate action.

A. Complainant’s Rights

Individuals who have experienced sexual misconduct have the right to file a complaint with the college or to decide not to do so. (The decision on whether to bring disciplinary charges, however, rests with the campus.) Students who report sexual misconduct have all of the rights contained in the Students Bill of Rights (copy attached).

Complainants also have these rights:

- To notify campus public safety, local law enforcement, and/or the state police; or to choose not to report.
- To have emergency access to a college official trained to interview victims of sexual assault and able to provide certain information, including reporting options and information about confidentiality and privacy. The official will, where appropriate, advise the reporting individual about the importance of preserving evidence and obtaining a sexual assault forensic examination (“SAFE”) as soon as possible. The official will also explain that the criminal process uses different standards of proof, evidence, and that any questions about whether an incident violated criminal law should be addressed to a law enforcement official or a district attorney’s office.
- To disclose the incident to a college representative who can offer confidentiality or privacy and assist in obtaining services for reporting individuals. See Section IX, below.
- To describe the incident only to those campus officials who need the information in order to properly respond and to repeat the description as few times as practicable.
- To have complaints investigated in accordance with CUNY policy.
- To have privacy preserved to the extent possible.
- To receive assistance and resources on campus, including confidential and free on-campus counseling, and to be notified of other services available on- and off-campus, including the New York State Office of Victim Services.
- To disclose the incident to the college’s Human Resources Director or designee (if the accused is a college employee) or request that a confidential or private resource assist in doing so.
- To disclose the incident confidentially and obtain services from state and local governments.
- To receive assistance from the campus or others in filing a criminal complaint, initiating legal proceedings in family court or civil court, and /or seeking an Order of Protection or the equivalent. In New York City, this assistance is provided by Family Justice Centers located in each borough, www1.nyc.gov/site/ocdv/programs/family-justice-centers.page.
- To receive assistance with effecting an arrest when an individual violates an Order of Protection, which may be provided by assisting local law enforcement in effecting such an arrest.
- To withdraw a complaint or involvement from the process at any time.

Students can speak with confidential resources on a strictly confidential basis before determining whether to make a report to college authorities. See Section IX, below. Students also have the right to consult confidentially with state, local and private resources who can provide other assistance.

B. Where to File a Complaint on Campus

Students, employees and visitors who experience sexual misconduct should bring their complaints to one of these campus officials/offices:

- Title IX Coordinator;
- Office of Public Safety;
- Office of Vice President for Student Affairs or Dean of Students (students only)
- Residence Life staff in CUNY owned or operated housing (students and residence visitors only)
- Human Resources Director (employees only)

Contact information for these officials can be found at <http://www1.cuny.edu/sites/title-ix/campus-websites>

There is no prescribed method for filing a complaint of sexual misconduct and the college will respond to complaints whether they are oral or written. Complainants may, but are not required to, fill out the CUNY Sexual Misconduct Complaint form (see page 38). After the form is filled out, it should be brought to one of the offices listed above.

Once any of the officials or offices above is notified of an incident of sexual misconduct, she/he will provide a copy of this Policy to the Complainant and coordinate with appropriate college offices to address the matter in accordance with this policy, including taking appropriate interim and supportive measures. These officials and offices will maintain a complainant's privacy to the greatest extent possible, and all information in connection with the complaint, including the identities of the complainant and the respondent, will be shared only with those who have a legitimate need for the information.

Visitors: CUNY strongly encourages visitors to report all incidents of sexual misconduct that they observe or experience while on a CUNY campus or at a CUNY sponsored event to the Office of Public Safety, Residence Life staff, or other appropriate college officials listed above. In certain instances, CUNY may be able to offer those visitors who have experienced sexual misconduct with resources and assistance. For more information on such assistance, please visit INSERT

LINK.

C. Request that the College Maintain a Complainant's Confidentiality or Not Conduct an Investigation

After a report of an alleged incident of sexual misconduct is made to the Title IX Coordinator, a complainant may request (a) that the matter be investigated only to the extent possible without further revealing her/his identity or any details regarding the incident being divulged further (b) that no investigation into a particular incident be conducted, or (c) that an incident not be reported to outside law enforcement.

In all such cases, the Title IX Coordinator will weigh the complainant's request against the college's obligation to provide a safe, non-discriminatory environment for all students, employees and visitors, including the complainant. Factors used to determine whether to honor such a request include, but are not limited to: (a) whether the respondent has a history of violent behavior or is a repeat offender; (b) whether the incident represents escalation of unlawful conduct by the accused from previously noted behavior; (c) any increased risk that the accused will commit additional acts of violence, (d) whether the accused used a weapon or force; (e) whether the complainant is a minor; (f) whether the college possesses other means to obtain evidence such as security footage; and (g) whether available information reveals pattern of misconduct at a given location or by particular group.

A decision to maintain confidentiality does not mean that confidentiality can be absolutely guaranteed in all circumstances, but that reasonable efforts will be made to keep information confidential consistent with law. Notwithstanding the decision of the Title IX Coordinator regarding the scope of any investigation, the college will provide the complainant with ongoing assistance and support, including, where appropriate, the interim and supportive measures set forth in Section VII of this policy.

If the Title IX Coordinator determines that the college may maintain confidentiality as requested by the complainant, the college will, if possible, take reasonable steps to investigate the incident consistent with the request for confidentiality. However, a college's ability to meaningfully investigate the incident and pursue disciplinary action may be limited by such a request for confidentiality.

D. Filing External Complaints

Complainants who feel that they have been subjected to unlawful sexual harassment and/or violence have the right to avail themselves of any and all of their rights under law, including but not limited to filing complaints with one or more of the outside agencies listed below.

- U.S. Department of Education, Office for Civil Rights
<http://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>
- U.S. Equal Employment Opportunity Commission https://www.eeoc.gov/federal/fed_employees/filing_complaint.cfm
- New York State Division of Human Rights
<http://www.dhr.ny.gov/how-file-complaint>
- New York City Commission on Human Rights <http://www1.nyc.gov/site/cchr/about/resources.page>

E. Action by Bystanders and Other Community Members

While only employees designated as “responsible” employees are required reporters as set forth in Section IX below, CUNY encourages all other community members, including faculty, students and visitors, to take reasonable and prudent actions to prevent or stop an act of sexual misconduct that they may witness. Although these actions will depend on the circumstances, they may include direct intervention, calling law enforcement, or seeking assistance from a person in authority.

In addition, CUNY encourages all community members to report any incident of sexual misconduct that they observe or become aware of to the Title IX Coordinator, or the offices of Public Safety, Vice President of Students Affairs (students), Dean of Students (students) or Human Resources (employees) at their college. Community members who take action in accordance with this paragraph will be supported by the college, and anyone who retaliates against them will be subject to disciplinary charges.

F. Amnesty for Drug and Alcohol Use

The health and safety of every student at CUNY is of the utmost importance. CUNY recognizes that students who have been drinking and/or using drugs (whether such use is voluntary or involuntary) at a time that violence (including but not limited to sexual violence) occurs may be hesitant to report such incidents due to fear of potential consequences for their own conduct. CUNY strongly encourages students to report sexual violence to college officials. A bystander or complainant acting in good faith who discloses any incident of sexual violence to college officials or law enforcement will not be subject to discipline under CUNY’s Policy Against Drugs and Alcohol for violations of alcohol and/or drug use policies occurring at or near the time of the commission of the sexual violence.

This policy does not provide amnesty for drug dealers or those who use drugs or alcohol as a weapon or to facilitate assault. Under CUNY’s Amnesty for Drug and Alcohol Policy, personal drug use and possession, whether it is intentional or accidental, will not form the basis of faculty student disciplinary charges.

G. Reporting Suspected Child Abuse

Certain members of the CUNY community who interact with, supervise, chaperone, or otherwise oversee minors in programs or activities at CUNY or sponsored by CUNY are required to report immediately to the New York State Maltreatment Hotline if they have reasonable cause to suspect abuse or maltreatment of individuals under the age of 18. Information regarding mandated child abuse reporting is available on the Office of the General Counsel web page. If anyone other than New York State mandated reporters has reasonable cause to believe that a minor is being or has been abused or maltreated on campus, she/he should notify either the Title IX Coordinator or

Director of Public Safety. If any CUNY community member witnesses child abuse while it is happening, she/he should immediately call 911.

H. Reporting Retaliation

An individual may file a complaint with the Title IX Coordinator if the individual has been retaliated against for reporting sexual misconduct, opposing in a reasonable manner an act or policy believed to constitute sexual misconduct, assisting someone making such a report, or participating in any manner in an investigation or resolution of a sexual misconduct complaint. All retaliation complaints will be investigated in accordance with the investigation procedures set forth in Section XI of this policy, and individuals who are found to have engaged in retaliation will be subject to disciplinary action.

IX. REPORTING/CONFIDENTIALITY OBLIGATIONS OF COLLEGE AND UNIVERSITY EMPLOYEES

An individual who speaks to a college or CUNY employee about sexual misconduct should be aware that employees fall into three categories:

- “confidential” employees, who have an obligation to maintain a complainant’s confidentiality regarding the incident(s);
- “responsible” employees, who are required to report the incident(s) to the Title IX Coordinator
- all other employees, who are strongly encouraged but not required to report the incident(s).

A. Confidential Employees

i. For Students. Students at CUNY who wish to speak to someone who will keep all of the communications confidential should speak to one of the following:

- Counselor or other staff member at their college counseling center;
- Nurse, nurse practitioner or other college health office staff member;
- Pastoral counselor, if available at the college; or
- Designated staff member in a women's or men's center, if one exists at their college.

These individuals will not report information about an incident to the college's Title IX Coordinator or other college employees without the student's permission. The only exception is in the case where there is an imminent threat of serious harm to the complainant or any other person

If a student speaks solely to a "confidential" employee, the college will rarely be able to conduct an investigation into the particular incident or pursue disciplinary action against the alleged perpetrator. Confidential employees will assist students in obtaining other necessary support. A student who first requests confidentiality may later decide to file a complaint with the college or with local law enforcement.

ii. For Employees. Although CUNY does not directly employ individuals to whom CUNY employees can speak on a confidential basis regarding sexual misconduct, free confidential support services are available through CUNY's Work/Life Program, which is administered by an outside company. Confidential community counseling resources are also available throughout New York City.

B. "Responsible" Employees – Private, but not confidential.

"Responsible" employees have a duty to report incidents of sexual misconduct, including all relevant details, to the Title IX Coordinator. Such employees are not permitted to maintain a complainant's confidentiality, except that the Title IX Coordinator may honor a request for confidentiality under the circumstances described in Section VII above. However, these employees will maintain a complainant's privacy to the greatest extent possible, and information reported to them will be shared only with the Title IX Coordinator and other people responsible for handling the college's response to the report.

To the extent possible, before a complainant reveals any information to a responsible employee, the employee shall advise the complainant of the employee's reporting obligations—and if the complainant wants to maintain confidentiality, direct the complainant to confidential resources identified above.

CUNY has designated the following individuals as "responsible" employees. Complainants who wish to report sexual violence are encouraged to speak with one of the responsible employees marked *

- i. Title IX Coordinator and her/his staff
- ii. * Office of Public Safety employees (all)
- iii. * Vice President for Student Affairs or Dean of Students and all staff housed in those offices
- iv. * Residence Life staff in CUNY owned or operated housing, including Resident Assistants (all) (for students and housing visitors)
- v. * Human Resources staff (all) (for employees)
- vi. College President, Vice Presidents and Deans
- vii. Athletics Staff (all)
- viii. Faculty Athletics Representatives
- ix. Department Chairpersons/Executive Officers
- x. University Office of the General Counsel employees (all)
- xi. College/unit attorney and her/his staff
- xii. College/unit labor designee and her/his staff
- xiii. International Education Liaisons/Study Abroad Campus Directors and Field Directors
- xiv. Faculty and staff members at times when they are leading or supervising student on off-campus trips
- xv. Faculty or staff advisors to student groups
- xvi. Employees who are Managers or Supervisors (all)
- xvii. SEEK/College Discovery staff (all)
- xviii. College Childcare Center staff (all)
- xix. Directors of "Educational Opportunity Centers" affiliated with CUNY colleges
- xx. Faculty or staff academic advisors

C. All Other Employees

Employees other than those identified in subsections “A” and “B” above are strongly encouraged but not required to report any possible sexual misconduct to the Title IX Coordinator. They are also strongly encouraged to maintain individual privacy to the greatest extent possible by sharing information, including the identities of the complainant and the respondent, only with the Title IX coordinator.

It is important to emphasize that faculty members other than those specifically identified in sub- Section “B” above have not been designated as “responsible” employees and do not have an obligation to report the matter to the Title IX Coordinator, although they are strongly encouraged to do so. An individual who wishes to ensure that the Title IX Coordinator is notified of an incident is strongly encouraged to speak with the Title IX Coordinator or one of the other individuals identified in Section IX, above.

D. Special Rules Concerning Public Awareness and Advocacy Events

CUNY supports public awareness events that help provide its community with information about sexual misconduct and how it can be addressed and prevented. In order to preserve the ability to participate freely in public awareness and advocacy events, if an individual discloses information about sexual misconduct at such event (for example, Take Back the Night gatherings, candlelight vigils, or protests) the college will not treat the disclosure as triggering an obligation to commence an investigation based on that information. Such individuals are encouraged to report sexual misconduct to college officials so that the college can provide resources and assistance.

X. NO CONTACT ORDERS AND OTHER INTERIM AND SUPPORTIVE MEASURES

When a college becomes aware of an allegation of sexual misconduct and the complainant or other affected parties request interim or supportive measures, the college will take appropriate interim and supportive measures to protect the complainant and other affected parties, to assist the parties, and to protect against retaliation. Appropriate interim and supportive measures may also be available to respondents. The college may also take interim measures to protect the college community at large.

The college’s Title IX Coordinator is responsible for coordinating interim and supportive measures, which are available even if the complainant chooses not to file or continue to pursue a complaint. Requests for interim and supportive measures should be made to the Title IX Coordinator.

The Title IX Coordinator will work with the Chief Student Affairs Officer to identify a trained staff member to assist students to obtain interim and supporting measures. The Title IX Coordinator will work with the Human Resources Director to assist employee complainants to obtain interim and supporting measures.

A. No Contact Orders

When respondent is a student, the complainant has the right to a college-issued "no contact order" under which continued intentional contact with the complainant would violate this policy. No contact orders may be issued for both the complainant and the respondent, as well as other individuals as appropriate.

B. Types of Interim and Supportive Measures Possible interim and supportive measures include:

- i. Making appropriate changes to academic programs, including changes in class schedule, accommodations to permit the complainant to take an incomplete or drop a course or courses without penalty, permitting complainant or respondent to attend a class via skype or other alternative means, providing an academic tutor, or extending deadlines for assignments;
- ii. Making appropriate changes to residential housing situations or providing assistance in finding alternate housing;
- iii. Changing an employee’s work assignment or schedule;
- iv. Providing the complainant with an escort to and from class or campus work location;
- v. Arranging appropriate transportation services to ensure safety;
- vi. Offering counseling services through the college Counseling Center or other appropriate office, or referral to an off-campus agency;
- vii. Assisting the complainant in obtaining medical and other services, including access to rape crisis centers;
- viii. Assisting the complainant with filing a criminal complaint and/or seeking an order of protection;
- ix. Enforcing an order of protection;
- x. Obtaining a copy and/or explaining the terms of an order of protection and the consequences of violating it;
- xi. Addressing situations in which it appears that a complainant’s academic progress is affected by the alleged incident;

xii. In exceptional circumstances, where a respondent is determined to present a continuing threat to the health and safety of the community, the college may seek an emergency interim suspension of a student or take similar emergency measures against an employee, consistent with applicable CUNY Bylaws, rules, policies and collective bargaining agreements. The Office of Public Safety will, in cooperation with the Title IX Coordinator

and appropriate other campus officials, determine whether a respondent presents a continuing threat to the health and safety of the campus, including (a) whether the respondent has a history of violent behavior or is a repeat offender; (b) whether the incident represents escalation in unlawful conduct by the accused; and (c) any increased risk that the accused will commit additional acts of violence.

C. Interim Emergency Student Suspensions

The president or her/his designee may in emergency or extraordinary circumstances, temporarily suspend a student pending an early hearing for not more than twelve (12) calendar days, unless the student requests an adjournment. See Section B above.

Prior to the commencement of a temporary suspension of a student, the college shall give the student respondent oral notice (which shall be confirmed via email to the address appearing on the records of the college) or written notice of the charges. If the respondent denies them, the college shall forthwith give the respondent an informal oral explanation of the evidence supporting the charges and the student may present informally her/his explanation or theory of the matter.

Both complainant and the respondent will be notified of the suspension and if or when it the suspension is lifted at the same time and in the same manner.

D. Process for Review of Interim Measures, including “No Contact” Orders and Interim Suspensions.

Upon request, the complainant and the respondent shall each be afforded a prompt review of the need for and terms of restrictive interim measures, including “no contact” orders and interim suspensions. Issues that may be raised include possible modification or discontinuance of a “no contact” order. Complainants and respondents shall be allowed to submit evidence to support their request. The request shall be made to the college’s Chief Student Affairs Officer, if either the complainant or the respondent is a student, or to the college’s Human Resources Director, if neither the complainant nor the respondent are students. If a request is made in a case involving both a student and an employee, the Chief Student Affairs Officer shall consult with the Human Resources Director. The Chief Student Affairs Officer or Human Resources Director may consult with the Title IX Coordinator and other relevant officials regarding the request. If appropriate and possible, the college may establish an appropriate schedule for the complainant and the respondent to access college facilities when they are not being used by the other party to enable both parties to use college facilities to the maximum extent feasible, without violation of the “no contact” order.

Requests for accommodations that were made under CUNY’s Procedures for Implementing Reasonable Accommodations and Academic Adjustments and do not directly affect the other party are governed by the appeals provisions set forth in those Procedures.. [Link](#).

XI. INVESTIGATING COMPLAINTS OF SEXUAL MISCONDUCT

The college will conduct an investigation when it becomes aware, from any source (including third-parties not connected to the college or university), that sexual misconduct may have been committed against a student, employee or visitor, unless the information provided is insufficient to permit an investigation or the complainant has requested that the college refrain from such an investigation and the college has determined that refraining from an investigation will not result in a continuing threat to the college community. See Section VIII, above.

A. Rights of the Complainant and Respondent.

Whenever an investigation takes place, the complainant and respondent shall have these rights:

- to an investigation and process that is fair, impartial, timely and thorough and provides a meaningful opportunity to be heard;
- to have the complaint investigated and/or adjudicated by individuals who receive annual training in conducting investigations of sexual violence, the effects of trauma, impartiality, and the rights of the respondent, including the right to a presumption that the respondent is “not responsible” until any finding of responsibility;

- to have the college's judicial or conduct process run concurrently with any criminal justice investigation and proceeding, except for temporary delays requested by external municipal entities while law enforcement gathers evidence;
- to receive reasonable advance written or electronic notice of any meeting they are required to or eligible to attend, of the specific rule or law alleged to have been violated and in what manner;
- to exclude their own prior sexual history with persons other than the other party in the conduct process or their own mental health diagnosis and/or treatment from admittance in the stage that determines responsibility. (Past findings of sexual misconduct may be admissible in the stage that determines sanction.)
- to offer evidence during the investigation;
- to review documents and tangible evidence, consistent with FERPA and other law;
- to be accompanied by an attorney or other advisor of their choice, who may assist and advise the complainant or respondent throughout the process including during all related meetings and hearings. Such attorneys or advisors must comply with the CUNY policies and procedures; and
- to simultaneous notice of the outcome of proceedings.

B. The Investigation

The college Title IX Coordinator is responsible for conducting any investigation in a prompt, thorough, and impartial manner and may designate another appropriately trained administrator to conduct all or part of the investigation. Whenever an investigation is conducted, the Title IX Coordinator shall

- coordinate investigative efforts with other appropriate offices;
- inform the complainant that an investigation is being commenced and that the respondent will receive a written summary of the allegations;
- inform the respondent that an investigation is being commenced and provide the respondent with a written summary of the allegations of the complaint. A respondent employee who is covered by a collective bargaining agreement may consult with and have a union representative present at any interview of that employee conducted as part of such investigation;
- interview witnesses who might reasonably be expected to provide information relevant to the allegations, and review relevant documents and evidence. Both the complainant and respondent shall be informed that they have the right to provide relevant documents and to propose for interview witnesses whom they reasonably believe can provide relevant information.

Neither the complainant nor the respondent is restricted from discussing and sharing information related to the complaint with others who may support or assist them. This does not, however, permit unreasonable sharing of private information in a manner intended to harm or embarrass another, or in a manner that would recklessly do so regardless of intention. Such unreasonable sharing may constitute retaliation under this Policy.

The college Title IX Coordinator shall maintain all documents of the investigation in accordance with the CUNY Records Retention and Disposition Policy. http://policy.cuny.edu/records_retention_schedule/pdf/#Navigation_Location

The college shall make reasonable efforts to ensure that the investigation and resolution of a complaint are carried out as timely and efficiently as possible. However, the college may need to temporarily delay the fact-finding portion of its investigation during the evidence-gathering phase of a law enforcement investigation. Temporary delays will generally not last more than ten days except when law enforcement specifically requests and justifies a longer delay. While some complaints may require more extensive investigation, when possible, the investigation of complaints should be completed within sixty (60) calendar days of the receipt of the complaint. If there is a delay in completing the investigation, the Title IX Coordinator shall notify the complainant and the respondent in writing.

i. Role of the Advisor

In cases involving this Policy, both the complainant and respondent may be accompanied by an advisor of their choice (including an attorney) who may advise throughout the entire process, including all meetings and hearings. While advisors may represent a party and fully participate at a hearing, they may not speak during the meetings that proceed the hearing nor give testimony as a witness at the hearing.

C. Conflicts

If a complainant or respondent believes that any individual involved in the investigatory or adjudication process has a conflict of interest, he or she may make a request to the Chief Student Affairs Officer (or, if no students are involved, to the Legal or Labor Designee) to have that conflicted individual removed from the process. The request for removal must be in writing within five days of the complaint or respondent's notification that the individual is to be involved and include a detailed description of the conflict. If the Chief Student Affairs Officer (or Legal or Labor Designee) determines that a conflict does exist, he or she will take immediate steps to address the conflict in order to ensure an impartial and fair process.

If any administrator designated by this policy to participate in the investigation or resolution of a complaint (including but not limited to the Title IX Coordinator) is the respondent, the College President will appoint another college administrator to perform such person's duties under this policy. If the President is the respondent, the investigation will be handled by the University Title IX Coordinator or her/his designee.

D. Informal Resolution

Except in instances involving sexual assault, the Title IX Coordinator, in their discretion, may offer the respondent and the complainant the opportunity to participate in the informal resolution process. Informal resolution may take place after the Title IX Coordinator has completed the investigation, but before the Title IX report has been completed, in an effort to resolve the matter by mutual agreement. The informal resolution process shall be conducted by the Title IX Coordinator, or by a qualified staff or faculty member designated by Title IX Coordinator, in coordination with the Chief Student Affairs Officer.

Both the complainant and the respondent have the right to end the informal resolution process at any time. Any informal resolution must be acceptable to the complainant, the respondent, and the Title IX Coordinator. Even if both the respondent and complainant agree to a resolution, the Title IX Coordinator must also agree with the resolution for it to be final.

If a resolution is reached, the complainant and the respondent shall be notified in writing, and the Title IX Coordinator will confer with the Chief Student Affairs Officer when creating a written memorandum memorializing the agreed upon resolution and consequences for non-compliance. This memorandum will be included in the respondent's student record.

If no agreement is reached within a reasonable time, the Title IX Coordinator shall complete the Title IX report and take action in accordance with subsection E below. Information learned during and directly from the informal resolution process will not be documented in the Title IX report.

E. Action Following the Investigation or Closure of a Complaint.

i. Within 30 days following the completion of an investigation, the Title IX Coordinator shall report her/his findings to the College President in writing ("Report of Findings"). In the event the complainant or the respondent is a student, the report shall also be sent to the Chief Student Affairs Officer. A copy of the report shall be maintained in the files of the Title IX Coordinator.

ii. In making findings regarding the allegations, the Title IX Coordinator shall use the "preponderance of the evidence" standard.

iii. Following receipt of the Report of Findings, the College President shall, when warranted by the facts, authorize such action as she/he deems necessary to address the issues raised in the Report of Findings, including action to correct the effects of the conduct investigated or prevent further harm to an affected party or others similarly situated. This may include a recommendation that disciplinary action be commenced against a respondent, as set forth in Section XII below.

iv. Within 30 calendar days following the termination of an investigation that has not been completed (for example, because it was resolved by mediation or the complainant withdrew cooperation) the Title IX Coordinator will summarize for the file the actions taken in response to the complaint and the basis on which the investigation was closed.

F. Malicious Allegations

Members of the CUNY community who make false and malicious complaints of violations of this policy or as opposed to complaints which, even if erroneous, are made in good faith, may be subject to disciplinary action.

XII. DISCIPLINARY PROCESS AND PROCEDURES

A. Disciplinary Action

If the College President recommends that disciplinary action be commenced against a respondent student or employee for violations of this Policy, the following procedures shall apply:

Discipline Against Students:

- a. In cases where a College President recommends discipline against a student for violations of this Policy, the matter shall be referred to the college's Office of Student Affairs and action shall be taken in accordance with Section 11.A-C of this Policy, below. This Section provides for, among other things, a University-Wide Faculty-Student Disciplinary Committee consisting of faculty members, students and in some cases staff members to hear and decide charges of violation of this Policy.
- b. As described in Sections XI above, complainants have the same rights as respondents:
 - to receive notice of the charges, including the date, time, location and factual allegations, concerning alleged violation of this Policy;
 - to receive notice of the specific provisions alleged to have been violated and possible sanctions;
 - to present evidence and testimony at any hearing, where appropriate;
 - to be represented by an attorney or advisor of their choice;
 - to receive access to a full and fair record of any hearing;
 - to receive written notice of the decision of the faculty-student disciplinary committee, specifically whether the allegations were substantiated and what, if any, penalty was imposed;
 - to make an impact statement at the point when the decision maker is deliberating on appropriate sanctions;
 - To receive written notice of findings of fact, decisions and sanctions if any, as well as the rationale for the decision and any sanction;
 - to choose whether to or discuss the outcome of a conduct or judicial process;
 - to appeal to a decision maker that is fair and impartial and does not include individuals with conflicts of interest;
 - to have all information obtained during the conduct process protected from public release until a decision maker on appeal makes a final determination, unless otherwise required by law.
- c. Penalties for students instituted after a hearing before the faculty-student disciplinary committee range from a warning to suspension or expulsion from the University. Students accused of crimes of violence are also subject to the university's policy on transcript notations which is discussed in this Section below.

Discipline Against Employees

In cases where the college President recommends discipline against an employee, the matter shall be referred for disciplinary action in accordance with the applicable CUNY policies, rules and collective bargaining agreements. Penalties for employees include, depending on the employee's title, reprimand, suspension, demotion, fine, or termination of employment following applicable disciplinary procedures. For many respondent employees, these procedures may include a hearing before a non-CUNY fact-finder, as required by the particular collective bargaining agreement.

For additional information on the disciplinary process in specific cases, complainants should consult their campus Title IX Coordinator, who will work with campus Human Resources Director to provide information. Respondents should consult their union representative, if any, or campus Human Resources Director.

Action Against Visitors

In cases where the person accused of sexual misconduct is not a CUNY student or employee, the college's ability to take action against the accused is usually extremely limited. However, the college shall take all appropriate actions within its control, such as restricting the visitor's access to campus. In addition, subject to Section VI, above, the matter may be referred to local law enforcement for legal action, including seeking Orders of Protection and/or reporting to local law enforcement, where appropriate. College Public Safety will assist both students and employees in enforcing Orders of Protection on the campus.

No Disciplinary Action

In cases where a determination is made not to bring disciplinary action, the Title IX Coordinator shall inform the complainant and respondent of that decision at the same time, in writing, and shall offer any appropriate support services, including counseling to both.

B. Student Disciplinary Procedures

Referral of Violation for Disciplinary Action

If the President decides that discipline is warranted, the President will refer the matter to the Chief Student Affairs Officer for further action. The chief student affairs officer may rely on the investigation and determination of the Title IX Coordinator and prefer disciplinary charges.

In instances where a respondent is alleged to have violated this Policy as well as other CUNY policies, rules or bylaws, the entire matter will be heard before the University-Wide Faculty Student Disciplinary Committee and will follow the rules and procedures outlined in Section XI of this Policy.

Respondent Withdrawal Before Completion of the Process

In the event that a respondent withdraws from the college before a decision is rendered on the charges, the respondent is required to participate in the disciplinary hearing or otherwise to resolve the pending charges and shall be barred from attending any other unit of the university until a decision on the charges is made, or the charges are otherwise resolved.

Immediately following such withdrawal, the college shall place a notation on the respondent's transcript that the respondent "withdrew with conduct charges pending." If the respondent fails to appear, the college may proceed with the disciplinary hearing in absentia, and any decision and sanction shall be binding, and the transcript notation, if any, resulting from that decision and penalty shall replace the notation.

Issuance of Charges & Notice of Hearing

Notice of the charge(s) and of the time and place of the hearing shall be sent to the respondent by both first-class mail and email to the address appearing on the records of the college. Notice shall also be sent in a similar manner to the complainant to the extent that charges relate to the complainant. The Chief Student Affairs Officer is also encouraged to send the notice of charges to any other e-mail address that he or she may have for the respondent and the complainant.

The hearing shall be scheduled within a reasonable time following the filing of the charges or the mediation conference. Notice of at least seven (7) calendar days shall be given to the respondent in advance of the hearing unless the respondent consents to an earlier hearing. The respondent is permitted one (1) adjournment, for a reasonable amount of time under the circumstances, without specifying a reason. Additional requests for an adjournment must be made at least five (5) calendar days prior to the hearing date, and shall be granted or denied at the discretion of the chairperson of the Faculty Student Disciplinary Committee. If the respondent fails to respond to the notice,

appear on the adjourned date, or request an extension, the college may proceed without the respondent present, and any decision and sanction shall be binding.

Content of Notice of Charges and Hearing The notice shall contain the following:

A. A complete and itemized statement of the charge(s) being brought against the respondent including the policy, rule and/or bylaw the respondent is charged with violating, and the possible penalties for such violation.

B. A statement that the respondent and the complainant have the right to attend and participate fully in the hearing including the right:

- i. to present their side of the story;
- ii. to present witnesses and evidence on their behalf;
- iii. to cross-examine witnesses presenting evidence, the exception being that the complainant and respondent may not cross-examine each other as discussed below;
- iv. for the respondent to remain silent without assumption of guilt; and
- v. to be represented by an advisor or legal counsel at their expense; if the respondent or the complainant requests it, the college shall assist in finding a legal counsel or advisor.
- vi. A warning that anything the respondent says may be used against the respondent at a non-college hearing.

Review of Evidence before Hearing:

At least five (5) calendar days prior to the commencement of a student disciplinary hearing, the college shall provide the respondent and the complainant and/or their designated representative, with similar and timely access to review documents or other tangible evidence that the college intends to use at the disciplinary hearing, consistent with the restrictions imposed by the Family Educational Rights and Privacy Act ("FERPA"). Should the college seek to introduce additional documents or other tangible evidence during the disciplinary hearing, the respondent and the complainant shall be afforded the opportunity to review the additional documents or tangible evidence. If during the hearing the complainant or the respondent submits documentary evidence, the chairperson may, at the request of any other party grant, adjournment of the hearing as necessary in the interest of fairness, to permit the requesting party time to review the newly produced evidence.

Admission & Acceptance of Penalty

After the charges have been preferred by the chief student affairs officer, but prior to the commencement of a disciplinary hearing, the respondent may admit to the charges and accept the penalty that the chief student affairs officer or designee determines to be appropriate to address the misconduct. If required by this Policy, the agreed-upon penalty shall be placed on the respondent's transcript consistent with CUNY's policy on Transcript

Notations (see below). Before resolving a complaint in this manner, the chief student affairs officer or designee shall first consult with the complainant and provide the complainant with an opportunity to object to the proposed resolution, orally and/or in writing. If a resolution is reached over the complainant's objection, the chief student affairs officer or designee shall provide the complainant with a statement of the reasons supporting such resolution, and the complainant may appeal the resolution to the college President.

C. Faculty Student Disciplinary Committee Structure:

Each faculty-student disciplinary committee shall consist of two (2) faculty members or one

(1) faculty member and one (1) member of the Higher Education Officer series (HEO), and two (2) student members and a chairperson, who shall be a faculty member. A quorum shall consist of the chairperson and any two (2) members, one of whom must be a student. Hearings shall be scheduled promptly (including during the summers) at a convenient time and efforts shall be made to insure full student and faculty representation.

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, three (3) members of the faculty of that college to receive training upon appointment and to serve in rotation as chairperson of the disciplinary committee. The following schools shall be required to select two (2) chairpersons: CUNY School of Law, Guttman Community College, CUNY School of Professional Studies, and the CUNY School of Journalism. If none of the chairpersons appointed from the campus can serve, the president, at her/his 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 committee and decide and make all rulings for the committee.

She/he shall not be a voting member of the committee but shall vote in the event of a tie.

The faculty members shall be selected by lot from a panel of six (6) elected biennially by the appropriate faculty body from among the persons having faculty rank or faculty status.

Members of the panel shall be trained on an annual basis in compliance with the law and this Policy. CUNY School of Law, Guttman Community College, CUNY School of Professional Studies, and the CUNY School of Journalism shall be required to select four (4) faculty members. The HEO members shall be selected by lot from a panel of six (6) HEO appointed biennially by the president. CUNY School of Law, Guttman Community College, CUNY School of Professional Studies, and the CUNY School of Journalism shall be required to select four (4) HEO's. The student members shall be selected by lot from a panel of six (6) elected annually in an election in which all students registered at the college shall be eligible to vote. CUNY School of Law, Guttman Community College, CUNY School of Professional Studies, and the CUNY School of Journalism shall be required to select four (4) students. 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.

In the event that the chairperson cannot continue, the president shall appoint another chairperson. In the event that a seat becomes vacant and it is necessary to fill the seat to

continue the hearing, the seat shall be filled from the respective faculty, HEO, or student panel by lottery

Each academic year, the chief student affairs officer, and her or his designee, shall appoint/identify one or more college employees to serve as presenters for the hearings. This list shall be forwarded to the Office of the Vice Chancellor for Student Affairs, and the Office of the General Counsel and Sr. Vice Chancellor for Legal Affairs prior to the first day of the academic year

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

Roles and Responsibilities of Individuals during the Hearing

a. Role and Responsibilities of Panel Chairperson:

The chairperson shall preside at the hearing. The parties to the hearing are the college, the respondent, and if the complainant chooses to participate, the complainant. At the commencement of the hearing, the chairperson shall inform the respondent of the charges, the hearing procedures, and her or his rights. After informing the respondent of the charges, the hearing procedures, and respondent's rights, the chairperson shall ask the respondent to state whether he or she is responsible or not responsible for the conduct. 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 shall rule on any motions regarding the admissibility of evidence and may exclude irrelevant, unreliable or unduly repetitive evidence. The chairperson shall exclude from the hearing room all persons who are to appear as witnesses, except the respondent and the complainant.

The chairperson shall preside at all hearing sessions and meetings and make all rulings for the panel. The chairperson has discretion to limit the number of witnesses and the length of testimony for the presentations by any party and/or their representative. All hearings pursuant to this Policy shall be closed hearings. The chairperson shall not be a voting member of the panel but shall vote in the event of a tie. In the event that the chairperson cannot continue, the Vice Chancellor for Student Affairs, or his or his designee, shall appoint another chairperson from the University-wide committee. In the event that a seat on the panel becomes vacant and it is necessary to fill the seat to continue the hearing, the seat shall be filled from the respective faculty, HEO, or student committee members by lot.

b. Presenters:

Each academic year, the chief student affairs officer at each College or designee shall identify one or more college employees to serve as presenters for the hearings. This list will be forwarded to the Offices of the Vice Chancellor for Student Affairs and General Counsel and Vice Chancellor

for Legal Affairs prior to the first day of the academic year. The employee who serves as presenter during the hearing shall be from the same institution as the respondent.

c. Recording of Proceeding

The college shall make a recording of each fact-finding hearing by some means such as a stenographic transcript, an audio recording or the equivalent. No other recording of the proceedings shall be permitted. A respondent who has been found to have committed the conduct charged after a hearing is entitled upon request to a copy of such a record without cost upon the condition that it is not to be disseminated except to the respondent's advisor. In the event of an appeal, both the respondent and the complainant are entitled upon request to a copy of such a record without cost, upon the condition that it is not to be disseminated except to their advisors.

Basic Hearing Rules:

If, at the commencement of the hearing, the respondent admits the conduct charged, the respondent shall be given an opportunity to explain her/his actions before the hearing panel and the college shall be given an opportunity to respond and present evidence regarding the appropriate penalty. If the respondent denies the conduct charged, the college shall present its evidence. At the conclusion of the college's presentation, the respondent may move to dismiss the charges. If the motion is denied by the committee, the complainant, if the complainant chooses to participate, shall be given an opportunity to make a presentation. After the college's, and, if complainant chooses to participate, complainant's presentation, the Respondent shall be given an opportunity to make a presentation.

The college bears the burden of proving the charge(s) by a preponderance of the evidence. The role of the hearing panel 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 make a decision as to responsibility. In the event the respondent is found responsible for the conduct, the committee shall then determine the penalty to be imposed.

The college, the respondent and the complainant are permitted to have advisors act on their behalf during the pendency of a hearing, which shall include the calling and examining of witnesses, and presenting evidence. Any party intending to appear with an attorney shall give the other party five (5) calendar days' notice of such representation.

Neither the respondent nor the complainant shall be permitted to cross-examine the other directly. Rather, if they choose to, the respondent and the complainant shall cross-examine each other only through an advisor. If either or both of them do not have an advisor, the college shall assist them to find an advisor to conduct such cross-examination. In the alternative, the complainant and respondent may provide written questions to the chairperson to be posed to the witness, in the chairperson's discretion.

Responsibility Phase

The following rules apply to the introduction of evidence at the hearing: Evidence of the mental health diagnosis and/or treatment of a complainant, respondent, or witness may not be introduced; and b) Evidence of either party's prior sexual history may not

be introduced except that (i) evidence of prior sexual history between complainant and respondent is admissible at any stage of the hearing, and (ii) past findings of domestic violence, dating violence, stalking, or sexual assault may be admissible in the stage of that hearing related to penalty.

Penalty Phase

If the panel has found the Respondent responsible for the conduct, then the complainant, respondent, and college, will have the opportunity to introduce evidence and make arguments related what the appropriate penalty should be. The complainant, respondent and college will also have the opportunity to introduce evidence of and comment on the respondent's character, including any past findings of a respondent's responsibility for domestic violence, stalking, or sexual assault or any other sexual misconduct, and submit a statement regarding the impact of the conduct.

The College may also introduce a copy of the respondent's previous disciplinary records, if any, from any CUNY institution the respondent has attended, provided the respondent was shown a copy of the records prior to the commencement of the hearing. The previous disciplinary record shall be submitted to the panel in a sealed envelope, bearing the respondent's signature across the seal, and shall only be opened if the respondent has been found responsible for the conduct charged. The hearing panel, to determine an appropriate penalty, shall use the disciplinary records, as well as any documents or character evidence introduced by the respondent, the complainant, or the college.

If either the complainant or the respondent chose not to participate in the hearing, they still have the opportunity to introduce evidence and make arguments related what the appropriate penalty should be and to provide or make an impact statement.

ii. Decision

The panel shall issue a written decision, which shall be based solely on the testimony and evidence presented at the hearing, including the penalty phase. The college shall send to the respondent a copy of the panel's decision within seven (7) calendar days of the conclusion of the hearing, by regular mail and e-mail to the address appearing on the records of the college. In cases involving two or more complainants or respondents, the college has fourteen (14) calendar days of the conclusion of the hearing to send the panel's decision. The college is also encouraged to send the decision to any other e-mail address that it may have for the respondent. The decision shall be final subject to any appeal.

In cases involving a crime of violence or a non-forcible sex offense, the complainant shall simultaneously receive notice of the outcome of the faculty-student disciplinary committee's decision as it relates to the offense(s) committed against the complainant, in the same manner as notice is given to the respondent.

When a disciplinary hearing results in a penalty of dismissal or suspension for one term or more, the decision is a university-wide penalty and the respondent shall be barred from

admission to, or attendance at, any other unit of the university while the penalty is being served.

iii. Appeals/Review

A respondent or a complainant may appeal a decision of the faculty-student disciplinary committee to the president on the following grounds: (i) procedural error, (ii) newly discovered evidence that was not reasonably available at the time of the hearing, or (iii) the disproportionate nature of the penalty. The president may remand for a new hearing or may modify the penalty either by decreasing it (on an appeal by the respondent) or increasing it (on an appeal by the complainant). If the president is a party to the dispute, her/his functions with respect to an appeal shall be discharged by an official of the university to be appointed by the chancellor or her or his designee.

If the penalty after appeal to the president is one of dismissal or suspension for one term or more, a respondent or a complainant may appeal to the board committee on student affairs and special programs. The board may dispose of the appeal in the same manner as the president

An appeal under this section shall be made in writing within fifteen (15) calendar 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 the board committee as the case may be. Within three (3) calendar days of the receipt of any appeal, either to the president or the board committee on student affairs and special programs, the non-appealing party shall be sent a written notice of the other party's appeal. In addition, the respondent and/or the complainant shall have the opportunity to submit a written opposition to the other party's appeal within fifteen (15) calendar days of the delivery of the notice of receipt of such appeal

The president shall decide and issue a decision within fifteen (15) calendar days of receiving the appeal or within fifteen (15) calendar days of receiving papers in opposition to the appeal, whichever is longer. The board committee shall decide and issue a decision within five (5) calendar days of the meeting at which it hears the appeal.

iv. Transcript Notation(s)

In cases in which the panel finds the respondent responsible and the penalty is either suspension or expulsion, the college shall place a notation on the respondent's transcript stating that respondent was suspended or expelled after a finding of responsibility for a code of conduct violation. In cases where a student has been expelled as a result of a Clery Act crime of violence, the notation will not be removed.

For all other cases, after four years from the date of the conclusion of the disciplinary proceeding, or one year after the conclusion of any suspension, whichever is later, the Respondent has the right to request that a transcript notation from a finding of responsibility be removed. If a finding of responsibility for any violation is vacated for any reason, the notation shall be removed.

XIII. COLLEGE OBLIGATIONS UNDER THIS POLICY

In addition to addressing possible violations of this policy, colleges/units of CUNY have the following obligations:

a. Dissemination of Policies, Procedures and Notices

The college Title IX Coordinator, in coordination with the Office of Student Affairs, Office of Public Safety, Human Resources Department and other appropriate offices, is responsible for the wide dissemination of the following on her/his campus: (i) this Policy; (ii) CUNY's Notice of Non-Discrimination; (iii) the Title IX Coordinator's name, phone number, office location, and email address; and (iv) contact information for the campus Public Safety Office. Such dissemination shall include posting the documents and information on the college website, and including it in residence life materials and training and educational materials. In addition, the Students' Bill of Rights, which is appended to and made a part of this policy, must be distributed to any individual reporting an incident of sexual misconduct at the time the report is made. It must also be distributed annually to all students, made available on the college's website and posted in college campus centers and in CUNY owned and operated housing.

b. Training and Educational Programming

CUNY is responsible for providing training to college Title IX Coordinators and others who may serve as investigators. The college Title IX Coordinator, in coordination with other applicable offices, including Public Safety, Human Resources and

Student Affairs, is responsible for ensuring that the college provides training to college employees on their obligations under this policy; provides education on this policy and on sexual misconduct (including domestic violence, dating violence, stalking and sexual assault) to new and continuing students; and promotes awareness and prevention of sexual misconduct among all students and employees. Specific required trainings include the following:

i. Training For Responsible and Confidential Employees

The college shall provide training to all employees who are required to report incidents of sexual misconduct under this policy, as well as those employees who have been designated as confidential employees.

ii. Training For Title IX Coordinator and other investigators

CUNY shall provide at least annual training to Title IX Coordinators and other investigators in conducting investigations of sexual misconduct, including

- the effects of trauma;
- impartiality;
- the rights of the respondent, include the right to a presumption that the respondent is "not responsible" until any finding of responsibility is made;
- relevant CUNY policies and procedures; and
- other issues including what constitutes crimes of sexual misconduct.

iii. Student Onboarding and Ongoing Education

Each college shall adopt a comprehensive student onboarding and ongoing education campaign to educate students about sexual misconduct, including domestic violence, dating violence, stalking, and sexual assault. During the student onboarding process, all new first-year and transfer students shall receive training on this policy and on a variety of topics relating to sexual misconduct. In addition, each college shall offer and administer appropriate educational programming to residence hall students, athletes, and student leaders. Each college shall also provide such educational programming to any other student groups which the college determines could benefit from education in the area of sexual misconduct. The college shall also share information on domestic violence, dating violence, stalking and sexual assault prevention with parents of enrolling students. This may be done by linking to <http://www1.cuny.edu/sites/title-ix/information-for-parents-and-families/campus/university/>

c. Campus Climate Assessments

Each college of the University shall conduct, no less than every other year, a climate assessment using an assessment instrument provided by the University central office, to ascertain its students' general awareness and knowledge of the University's policy and procedures regarding sexual misconduct, including but not limited to student experiences with and knowledge of reporting, investigation and disciplinary processes. The assessment instrument shall include all topics required to be included under applicable law, including Section 129-B of the New York State Education Law. The University shall publish the results of the surveys on its Title IX web page. The published results shall not contain any information which would enable a reader to identify any individual who responded to the climate assessment.

Rules Regarding Intimate Relationships

d. Relationships between Faculty or Employees and Students

Amorous, dating or sexual activity or relationships ("intimate relationships"), even when apparently consensual, are inappropriate when they occur between a faculty member or employee and any student for whom he or she has a professional responsibility. Those relationships are inappropriate because of the unequal power dynamic between students and faculty members and between students and employees who advise or evaluate them, such as athletic coaches or workplace supervisors. Such relationships necessarily involve issues of student vulnerability and have the potential for coercion. In addition, conflicts of interest or perceived conflicts of interest may arise when a faculty member or employee is required to evaluate the work or make personnel or academic decisions with respect to a student with whom he or she is having an intimate relationship. Finally, if the relationship ends in a way that is not amicable, the relationship may lead to charges of and possible liability for sexual misconduct.

Therefore, faculty members and other employees are prohibited from engaging in intimate relationships with students for whom they have a professional responsibility, including undergraduates, graduate and professional students and postdoctoral fellows.

For purposes of this Section, professional responsibility for a student means responsibility over any academic matters, including teaching, counseling, grading, advising for a formal project such as a thesis or research, evaluating, hiring, supervising, coaching, making decisions or recommendations that confer benefits such as admissions, registration, financial aid, other awards, remuneration, or fellowships, or performing any other function that might affect teaching, research, or other academic opportunities.

e. Relationships between Supervisors and Employees

Many of the concerns about intimate relationships between faculty members or employees and students also apply to relationships between supervisors and employees they supervise. Those relationships therefore are strongly discouraged. Supervisors shall disclose any such relationships to their supervisors in order to avoid or mitigate conflicts of interest in connection with the supervision and evaluation of the employees with whom they have an intimate relationship. Mitigation may involve the transfer of either the supervisor or employee, reassigning the responsibility to evaluate the employee to a different supervisor, or other appropriate action.

For purposes of this Section, supervising an employee means supervising in an employment setting, including hiring, evaluating, assigning work, or making decisions or recommendations that confer benefits such as promotions, raises or other remuneration, or performing any other function that might affect employment opportunities.

The City University of New York Students' Bill of Rights

For CUNY students who experience Sexual Violence, including sexual assault; domestic, dating or, intimate partner violence, stalking or voyeurism

All students have the right to

1. Make a report to local law enforcement and/or state police;
2. Have disclosures of domestic violence, dating violence, stalking, and sexual assault treated seriously;
3. Make a decision about whether or not to disclose a crime or violation and participate in the judicial or conduct process and/or criminal justice process free from pressure by the institution;
4. Participate in a process that is fair, impartial, and provides adequate notice and a meaningful opportunity to be heard;
5. Be treated with dignity and to receive from the institution courteous, fair, and respectful health care and counseling services, where available;
6. Be free from any suggestion that the reporting individual is at fault when these crimes and violations are committed, or should have acted in a different manner to avoid such crimes or violations;
7. Describe the incident to as few institutional representatives as practicable and not be required to unnecessarily repeat a description of the incident;
8. Be protected from retaliation by the institution, any student, the accused and/or the respondent, and/or their friends, family and acquaintances within the jurisdiction of the institution;
9. Have access to at least one level of appeal of a determination;
10. Be accompanied by an advisor of choice who may assist and advise a reporting individual, accused, or respondent throughout the judicial or conduct process including during all meetings and hearings related to such process; and
11. Exercise civil rights and practice of religion without interference by the investigative, criminal justice, or judicial or conduct process of the institution.

This Student Bill of Rights was established by the "Enough is Enough" Law, New York State Education Law Article 129-B, effective October 7, 2015.

For more information about preventing and addressing Sexual Violence at CUNY see <http://www1.cuny.edu/sites/title-ix/campus-websites>.

Information about filing a report, seeking a response, and options for confidential disclosure is available also available CUNY's Title IX web page. [Link](#).

Questions about CUNY's Sexual Misconduct policy and procedures may be directed to your campus Title IX Coordinator. [Link](#).

Policy adopted by the Board of Trustees on 12/1/2014 Cal. 4.C., with effective date of 1/1/2015.