



LEHMAN
COLLEGE

Student Housing
Handbook

The Lehman Grand
Residence Life Housing Policy

Students who reside in The Lehman Grand: 2530 Grand Concourse Residence must accept and abide by a specific set of rules that govern this community and ensure that the rights of all residents are protected. College sponsored living requires a commitment from all residents to respect the rights of all members of the community. It also requires a commitment from residents to protect the physical environment by refraining from dangerous behavior or behavior which causes discomfort and disruption. Residents must recognize that in an educational community primary importance is placed upon protecting students' rights to quiet study, sleep and lounge. Behavior which infringes upon these rights will be regarded as a breach of the community's trust and will be taken seriously.

The following handbook outlines the policies which govern all students who live in The Lehman Grand: 2530 Grand Concourse Residence. All policies apply to visitors as well. This section also outlines the judicial process that has been developed as a means of addressing violations of community policies.

The College reserves the right to make amendments to any of the policies contained herein, with the understanding that students will be informed in writing of any and all additions or changes. Students are responsible for reading all materials on the college website and materials distributed by offices of the College, which contain important information regarding college/university processes and procedures including policies governing student conduct.

In compliance with the Crime Awareness and Campus Security Act, the Lehman College Safety and Security Report is published annually and provides detailed information about the Lehman College Public Safety Staff, relationships with local, state and federal law enforcement agencies, crime prevention education programs, procedures for reporting crimes and other emergencies, campus resources for victims of assault, including sexual assault, fire safety, and general campus safety. Statistics concerning crimes on campus for the most recent three calendar years are included in this report. A copy of the Lehman College Safety and Security Report may be obtained online by going to <http://www.lehman.edu/lehman/public-safety/>.

Occupancy Requirement

(A) You alone must occupy your assigned space during the License Period and may not move to another room without written approval from the Office of Residence Life. (B) Any vacant space in the room may be filled by the Office of Residence Life without prior notice to you. You shall not interfere with any new occupant's use or enjoyment of the space or room. Residents should not occupy both sides of a room when there is a vacancy (i.e. double occupancy). (C) You may not transfer or assign any rights you have under this License to any other person; any attempt to do so shall be null and void. (D) You shall use the room only for dormitory purposes and shall not permit any other person to use the room for any purpose without the Office of Residence Life prior written approval. Residents cannot sublet their residence hall/apartment for any reason (i.e. collect rent, use as Air B&B, etc.) (E) Your housing assignment will be forfeited if you do not occupy your assignment by the end of the semester's Add/Drop period, designated on the academic calendar.

Resident Assistants/Housing Staff

Resident Assistants are individuals who have been trained as peer resources for residents. The "RAs" have knowledge of Lehman College, and they will help in the development of constructive relationships among residents at The Lehman Grand: 2530 Grand Concourse Residence. During your check-in, you will receive information on how to contact your RA's. Your contact with RA's, who are carefully selected for their ability to serve as peer educators, may well be one of your most satisfactory associations at Lehman College and you are encouraged to call upon them for help and support.

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

Emergencies:

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

Peer Advising and Counseling:

RA's assist students with questions about personal and academic issues, and they are trained to provide referrals to resources on campus for more in-depth assistance.

Behavior Management:

RAs ensure that students have access to the Handbook in order to be familiar with the residence hall rules, and they assist students in deciding upon mutual expectations. RAs also engage students when rules are broken and assist fellow students in learning how to engage and reach mutual agreement about expectations with peers.

Administrative Tasks:

RA's work with students on some basic administrative tasks that concern room assignments and maintenance of physical facilities. RA's work with the residents to create a schedule of duties in the building.

Planning Activities:

RA's work with students, faculty members and others to plan social, recreational and educational activities for residents.

These are the most important roles in which RA's serve on your behalf, but they may serve in other supportive functions as well as those specifically listed. You will have an opportunity to evaluate your RA's performance through the use of a written evaluation during the year.

In the course of their work, RA's, are also expected to adhere to the policies described in this Handbook. Should you ever have questions about your RA's performance or his or her behavior toward you, or if you feel that your RA's actions have been unfair or inappropriate, you may contact the Resident Director and ultimately The Office of the Vice President for Student Affairs.

OCCUPANCY GUIDELINES

Policies and Procedures

Residency in The Lehman Grand: 2530 Grand Concourse Residence is regulated for the security and convenience of all residents by policies and procedures established by The Office of the Vice President for Student Affairs, and by CUNY. The major policies relevant to residency in The Lehman Grand: 2530 Grand Concourse Residence are described both in the body of this Handbook and in the Appendices to the Handbook.

Checking In

The day you check in you will have a number of important tasks to complete. There will be several forms to fill out, and you will receive your electronic door pass. An RA will meet with you to review the major policies in this Handbook and to explain the building and the services that are provided at The Lehman Grand: 2530 Grand Concourse Residence. The Lehman Grand: 2530 Grand Concourse Residence Housing staff will be here to help you through the process.

Access Cards

Security and safety are of paramount concern in The Lehman Grand: 2530 Grand Concourse Residence. Therefore, non-residents (including parents) may use the premises only if accompanied by residents. Residents may not give their access cards to anyone, including other residents. Residents who have allowed non-residents access by providing them with access cards may be considered in default of the License Agreement. Never leave access cards in places where they may easily be taken by others and make sure that you know at all times where your access cards are.

Right of Entry

The College/ its representative reserves the right to enter any student space at any time to assess vacancies, complete health and safety inspections (see above), follow up on work orders, and to exterminate pests. Whenever possible, students will be notified before entry.

Lehman College believes in the right to privacy. However, if a situation warrants, university staff reserve the right to enter a room or suite without notice. Such an entry will take place when there is a threat to the health or safety of any resident. A resident who wishes to file a complaint regarding this issue should contact the Director of Residence Life.

Lockouts

If a resident is locked out of his/her room Monday through Sunday, 9:00 AM-5:00 PM, the resident should first check whether a Housing staff member is available. In the event no one is available, the resident should contact the Office of Public Safety at (718) 960-8228. After 5:00 PM through midnight, a housing staff member is available for lockouts via a published duty phone number. Please allow up to forty-five minutes for a staff member to respond. After midnight through 9:00 AM, all residents should contact the Office of Public Safety for all lockouts.

Each resident is allowed three courtesy lock-out per contract year. ***A fee of \$10.00 will be charged for each subsequent lock-out,*** which will be charged to the resident's account. After the fourth lock-out within one month, the resident will be charged minimally for a lock change (\$125.00).

The resident needs to be physically present at their room door in order for the door to be unlocked. Keep in mind that once the Housing staff member/Public Safety Officer is called to perform the lock-out, the resident's account will be charged for the lock-out fee.

Guest Policy

The Guest Policy has been developed to protect residents' rights to security, privacy, and comfort; promote the fair use of shared living spaces; and prevent unauthorized persons from entering or staying in The Lehman Grand: 2530 Grand Concourse Residence. Violations of the Guest Policy may result in disciplinary action and/or suspension of guest privileges. A guest is any person who is not a current resident of The Lehman Grand: 2530 Grand Concourse Residence. All guests must possess a valid photo ID, such as a school ID, government-issued driver's license, or government-issued identification card. Guests must present valid identification to a Housing or Residence Life staff member upon request.

For the safety and security of the residential community, residents are responsible for escorting their guests at all times while in the residence hall. Guests are expected to comply with all College, CUNY, Residence Life, and Housing policies and with reasonable directions from College or Residence Life staff. The resident host is responsible for the conduct of their guest(s) and must ensure that guests understand and follow all applicable policies.

Residence Life staff reserve the right to require a guest to leave the residence hall when the guest is disruptive, threatening, inappropriate, violates College or CUNY policies, refuses to comply with reasonable staff directions, or otherwise presents a safety or security concern. Failure to comply with a request to leave may result in disciplinary or administrative action against the resident host and/or guest.

Each resident may have up to two (2) guests at a time. Regardless of the number of residents or guests present, the total number of people in a room may not exceed eight (8) people at any time.

Residents of a suite are expected to discuss and establish expectations regarding guests at the beginning of the academic year through the roommate agreement process. These expectations may include advance notification, visitation hours, use of shared spaces, and other mutually agreed-upon standards. A resident may not host a guest in a shared bedroom or suite when the presence of that guest violates the reasonable privacy, safety, or agreed-upon rights of a roommate or suitemate. If a roommate or suitemate has a concern regarding a guest, residents should first attempt to resolve the concern with one another and may seek assistance from Residence Life staff when necessary.

An overnight guest is any guest who remains in the residence hall after 1:30 a.m. or who enters the residence hall between 1:30 a.m. and 8:00 a.m. An overnight guest may stay for no more than two (2) nights within any seven-day period, regardless of the resident host. A resident may host overnight guests for no more than ten (10) nights in a calendar month. An overnight guest may not stay for more than two (2) consecutive nights without prior approval from the Residence Life Office.

A guest who remains beyond the permitted overnight limits, or whose presence suggests that they are residing in the residence hall rather than visiting, may be considered to be in violation of the Guest Policy. Cohabitation or establishing residence in a residential room or suite by a non-resident is strictly prohibited.

If there are extenuating circumstances that require a guest to remain beyond the established limits, the resident must contact the Residence Life Office prior to the guest's arrival or before the applicable limit is reached to discuss the circumstances and request approval. Approval is not guaranteed and will be determined by Residence Life staff based on the circumstances.

Any guest who will remain in the residence hall for more than 24 consecutive hours must be registered through the designated Residence Life guest registration process. For extended visits involving a shared bedroom or suite, the resident must obtain the required consent from roommates or suitemates in accordance with the roommate agreement and Residence Life procedures. Registration of a guest does not waive any of the Guest Policy's limits or requirements.

Guests may use designated common areas and lounges in accordance with Residence Life policies and the direction of staff. Guests may not sleep in lounges, hallways, study areas, or other public areas of the residence hall. Guests may not sleep in a suite's common area without the prior consent of all residents of that suite.

Guests under the age of 16 are permitted only when accompanied by a parent or legal guardian. Guests under the age of 16 may not stay overnight unless prior approval has been granted by the Residence Life Office.

The resident host is responsible for the actions and behavior of their guest(s) and may be held accountable when a guest violates College, CUNY, Residence Life, or Housing policies. Residents are encouraged to communicate with their roommates and suitemates regarding guests and to address concerns promptly. Residence Life staff are available to assist residents in resolving guest-related conflicts or concerns.

The College reserves the right to modify, restrict, or suspend guest privileges when necessary to protect the safety, security, privacy, or well-being of the residential community.

Room Changes

Room changes requested because of a serious deficiency in a room should be brought to the immediate attention of The Lehman Grand: 2530 Grand Concourse Residence staff. Residents are encouraged to attempt to resolve conflicts among themselves; however, if additional mediation and assistance is needed, the RA can assist in this process. Such conflicts usually do not constitute grounds for termination of the License Agreement unless the conflict involves a violation of the rules that results in termination.

Residents who believe they have a valid reason for requesting a transfer should make a formal written request to the Director of Housing, including detailed reasons for the requested transfer. If the reason is valid, space is available and the resident's current room is left in satisfactory condition, the resident will be notified of a new assignment. To complete the transfer process, after a request is granted, the resident must agree to a specific moving date; arrange for the inspection of the current room with The Housing staff; agree to pay all fees and damages attributable to the resident; enter into a new License Agreement for the balance of the term that reflects the bedroom into which the resident has moved; and pay a \$100.00 transfer fee.

Check-In and Check-Out

Check-in is the designated time at the beginning of the academic year during which residents must appear in person to receive your access card. Check-in must be done during designated dates/times. During check-in a staff member will complete a room inventory form with you. Please be sure that the room inventory accurately reflects the condition of your room and the furnishings in it. You will be financially liable for any damages that occurs to your room or its furnishings. You will also be charged the replacement cost of any furniture which is missing from your room when you check out.

Check-out occurs at the end of an academic year (unless the College has terminated the License Agreement earlier).

Before you check out of your room:

- You should remove all personal belongings and clean the room. Once your room/apartment is empty and clean a staff member will go with you to review and complete your room inventory.
- Remove all personal belongings, trash, decorations, and/or alterations. Items left behind will be considered abandoned and discarded at the residents' expense.
- All furniture must be returned to its original location.
- Your residence must be cleaned, vacuumed and returned to the same condition that it was in when you moved in.

Students who are graduating or who are not returning to the room/apartment may not remain in the residence during intersession (the period between the end of a semester and the beginning of the following semester). Students who do not check out on time will be fined for improper check-out and late charges. Students are billed at the rate of \$100 per day for overstay. Students who refuse to vacate as scheduled will be locked out and will be charged minimally \$125 for a lock change. Residents who are not authorized to renew their License Agreements, or who have not formally renewed their License Agreements by the deadline for the following academic year, are required to vacate their rooms by their contract termination date, as specified in the Housing License Agreement.

Steps for completing a proper checkout are:

1. Contact your RA to pre-arrange a time to check out. You are required to sign up at least 48 hours before you want to check out, and you must be ready at the scheduled time.
2. Remove all personal belongings, trash, decorations, and/or alterations. Items left behind will be considered abandoned and discarded at the resident's expense.
3. All furniture must be returned to its original location.
4. Your residence must be cleaned, vacuumed and returned to the same condition that it was in when you moved in.
5. Meet your RA at your scheduled time and accompany him or her for formal assessment of your residence via the relevant Room Condition Report(s) and checkout verification. Students who fail to schedule a checkout or are not ready at the scheduled time must wait until a staff member is available and may be charged an improper checkout fee.
6. Upon checkout, your access card will be disabled.
7. While the resident is not required to be present during the move-out inspection, the resident may request an inspection appointment for a joint inspection by the resident and a Housing staff member. 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.

Once you have checked out, or the move-out deadline has passed, you may not remain in The Lehman Grand: 2530 Grand Concourse Residence without prior written approval from a Housing staff member, and you must follow the current guest/escort policy. Per the Housing License Agreement, failure to check-out by contract termination date or improper

checkout may result in a holdover fee of \$100.00 per day or portion of a day being charged to your account (resident's student account).

Condition of Premises at Conclusion of Term and Condition of Premises

Residents are required to surrender their premises and common areas in a clean and sanitary condition and in the same condition as at the beginning of occupancy, except for normal wear. Residents are responsible for all damage to the premises caused, directly or indirectly, by the residents or the residents' guests or invitees, including the residents' assigned living space and common areas.

Residents are given the opportunity to complete and submit a Room Condition Report during check-in to note any existing conditions that require repair or replacement. Residents have three (3) days from check in to submit Condition Reports to Housing staff members. If a resident does not return his or her Report within that time, a Housing staff member may refuse to accept the Report, in which case that resident will forfeit the right to claim that there was prior damage to the unit.

Condition of Furniture

Residents are required to take good care of the furniture in their rooms and agree to return the furniture to The Lehman Grand: 2530 Grand Concourse Residence at the termination of their License Agreements in as good a condition as received except for reasonable wear. Residents may not disassemble any existing furniture or fixtures, nor shall they remove any furniture from their assigned apartments without written permission from the Housing staff. Oversized and/or heavy furniture is not permitted in any apartment unit, including, but not limited to, all types of lofts, wood structures, bars and waterbeds. The use of both temporary and permanent hot tubs is prohibited.

Common area furniture is intended for the enjoyment of all residents and may not be removed from common areas. Missing furniture will be considered stolen and handled through public safety as a crime.

Abandoned Items

Any items of personal property that are left in the premises after checking out, after the published hall closing deadline, after an administrative removal, after a relocation or room change deadline, or in the event of non-approved extensions, will be considered to be abandoned and will be disposed of at the resident's /owner's expense.

Conservation

As members of the global, campus, and The Lehman Grand: 2530 Grand Concourse Residence community, we all have an obligation to conserve resources such as energy and water. Conservation also will help minimize increases in rent costs due to utility usage, so keep the following measures in mind throughout your experience living at The Lehman Grand: 2530 Grand Concourse Residence.

Conservation Measures

- Turn off all lights when you leave a room.
- Do not run water longer than necessary.
- Turn off all appliances, including the W and stereo, when not in use.
- Report leaks, toilet problems, and nonfunctioning windows immediately.
- Close the window blinds in the evening and open them in the morning to admit sunlight.
- In the summer, close the blinds in the morning to reduce sunlight and open the blinds after sundown.
- Close all windows and doors when the heat or air conditioning systems are operating.
- Schedule your laundry so that the washing machine is always done with full loads.
- Do not block air vents.

Agreement Release Request

In the event of extenuating circumstances, residents may apply for a release from their License Agreements. Such circumstances may include withdrawal from Lehman College under CUNY's medical withdrawal policy or active military service. To be considered for release from the License Agreement, the resident must submit a Petition for Contract Cancellation form, which should include detailed reasons for the request and relevant documents supporting the request. These documents may include school letters of dismissal, medical documentation, or military orders. If the request is approved, an early cancellation fee of \$1,000.00 (ONE THOUSAND DOLLARS) will be charged to the resident's account, unless the room can be contracted to another qualified applicant, in which case a contract transfer fee of \$200.00 (TWO HUNDRED DOLLARS) will be charged. If applicable, CUNY's medical withdrawal policy will govern the determination on requests for release. In all other situations, the guidelines for release are restrictive and final determination lies with the Housing staff, in consultation with the Office of the Vice President for Student Affairs.

Removal for Renovation or Repair

The Management reserves the right to reassign residents to other rooms if there is a need to provide for renovation or repair of the premises. Reasonable effort will be made to minimize the inconvenience to residents and, whenever possible, advance notice will be given to residents of the nature and time of the work that will be done. Residents may not withhold license fee payments due to removal for renovations or repairs.

Roommate Rights and Responsibilities

Roommates are responsible for:

- Preventing unreasonable noise, undue interference, and other distractions that may inhibit roommate's ability to read, study, relax, and sleep.
- Respecting roommates' personal belongings.
- Assisting to maintain a reasonably clean living environment.

- Allowing roommates free access to room and facilities.
- Respecting roommates' personal privacy.
- Requesting permission to host guests without prejudice, or unequal standards.
- Ensuring that guests respect the rights of roommates and other floor/hall residents.
- Respecting the rights of roommates' guests.
- Communicating and working toward resolving conflicts and concerns.
- Not engaging in intimidation or threatening or inflicting physical and/or emotional harm to others.
- Demonstrating reasonable cooperation in the use of common use items (such as TVs, radios, etc.) and in adhering to agree upon procedures.

Roommates have the right to:

- Read and study free from undue interference in their own rooms. Unreasonable noise and other distractions inhibit the exercise of this right.
- Sleep without undue disturbance from roommates, or guests of a roommate.
- Expect that roommates will respect each other's personal belongings.
- A reasonably clean environment in which to live.
- Free access to their own rooms and facilities without pressure from roommates.
- Personal privacy.
- Host guests, as long as their roommates agree, with the expectations that guests are to respect the rights of the host's roommates and other hall residents.
- Communicate and work toward resolving conflicts and concerns.
- Freedom from fear of intimidation, physical and/or emotional harm.

Expect reasonable cooperation in the use of common use items (such as radios, etc.) and in adhering to agree upon procedures. Upon move-in, RAs should encourage and help roommates to complete roommate agreements. Such agreements should include items such as mutually agreed upon visitation rules, room quiet hours, and rules concerning borrowing property.

Mediation

The Lehman Grand: 2530 Grand Concourse Residence staff are available to conduct roommate mediations for students who are experiencing conflict. Conditions of the mediation are that students agree to participate in good faith and agree to develop a roommate agreement based on reasonable principles governing roommate behavior and in accordance with this Handbook and other rules and regulations governing student conduct, as described below in the section on Conduct Requirements.

CONDUCT REQUIREMENTS

All residents are expected to comply with all CUNY and Lehman College policies governing students, faculty, staff and visitors to the Lehman campus, as well as with all rules and regulations governing conduct in The Lehman Grand: 2530 Grand Concourse Residence (detailed in this Handbook, as well as in the License Agreement and Rules and Regulations, collectively referred to as "The Lehman Grand: 2530 Grand Concourse Residence Rules"), and all applicable laws.

Residents are responsible for all activities that occur within their rooms and for taking an active role in ensuring that neither they nor their guests engage in inappropriate activities either in their rooms or in common areas. Residents therefore are strongly encouraged to report activities that violate conduct requirements and especially those that present a threat to health or safety.

Residents who engage in conduct prohibited under The Lehman Grand: 2530 Grand Concourse Residence Rules will be subject to sanctions that may be imposed by the Housing staff under the procedures described in Appendix D. If residents engage in conduct that violates the Henderson Rules (annexed at Appendix F), which governs the conduct of students at Lehman College, the Housing staff (after consultation with the Office of the Vice President for Student Affairs), in cases involving severe offenses, will refer such residents for disciplinary proceedings under Article XV of the Bylaws of the CUNY Board of Trustees (annexed at Appendix E), or, if applicable, proceedings under CUNY's medical withdrawal policy (annexed at Appendix G).

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

Further, the Housing staff, in consultation with the Office of the Vice President for Student Affairs, may inform Public Safety/ local law enforcement officials concerning conduct that may violate criminal law, including but not limited to situations in which a resident is in possession of a weapon.

Judicial Procedures

Judicial procedures are invoked in response to the receipt of a complaint alleging that a student has engaged in behavior which violates one or more of the policies outlined above, or other applicable College policies. Any member of the campus community, or a guest, may file a complaint. Students who wish to file a complaint must submit a statement to the Office of the Vice President for Student Affairs.

When a complaint or incident report is received, it is reviewed by the Office of the Vice President for Student Affairs. A determination is made as to whether the incident and behavior in question may violate one or more College or off-campus housing policies. The Office of Student Affairs will usually contact the resident (s) involved to complete a preliminary investigation of the allegations. All members of the college community are expected to comply with this investigation by responding to requests for meetings and by answering all questions truthfully. Any student who engages in behavior which serves the purpose of impeding an investigation into a judicial matter is in violation of college and off-campus housing policy.

Once the preliminary investigation is completed by the Office of the Vice President for Student Affairs, a determination is made as to whether to proceed with further judicial action. In the case of serious offenses, the accused student(s) may be suspended from the residential arrangement or the College pending the outcome of the judicial review. A judicial matter may be referred to the Faculty-Student Disciplinary Committee, who will

conduct a judicial hearing in accordance with Article 129A of the Education Law. Procedures pertaining to such hearings may be found in the Lehman College Catalog and Student Handbook.

At the conclusion of the judicial review a determination of responsibility is made, and in most cases where a student is determined to be responsible for a violation of College or off-campus housing policy a "sanction" is recommended. Sanctions may include, but are not limited to, formal warnings, restitution for damages, probation, suspension from the residence, permanent removal from the residence, educational project or community service requirement, and suspension from the College.

Disciplinary Sanctions and Regulations

Students who violate any of the above stated rules are subject to a range of disciplinary actions. Generally speaking, minor violations are handled by verbal or written admonition or warning. Censure involves a written reprimand for a particular violation(s) and may include a statement about further steps to be taken if the individual is found guilty of breaking a University rule within a designated period of time. A student whose conduct warrants further disciplinary sanctions may be subject to:

Disciplinary probation: exclusion from college privileges or extracurricular activities for a period of time.

Restitution: the student may be asked to make a payment or provide services to compensate for the damages s/he has caused.

Suspension: exclusion from classes and other privileges and activities for a specified period of time.

Complaint to civilian authorities: the matter is referred to officials outside of CUNY.

Conduct Prohibited

All of the conduct described below violates The Lehman Grand: 2530 Grand Concourse Residence Rules, and certain conduct may also violate the Henderson Rules, other Lehman or CUNY rules and regulations, or law. Engaging in prohibited conduct will result in disciplinary action and the imposition of sanctions. The sanctions imposed will vary depending on the gravity of the offense, with the most severe offenses potentially resulting in termination of the License Agreement and suspension or expulsion from The Lehman Grand: 2530 Grand Concourse Residence. Further, in the event of a determination that the prohibited conduct violates the Henderson Rules or other Lehman or CUNY policies or law, other penalties may be assessed under Article XV of the CUNY Bylaws, including but not limited to suspension or expulsion from CUNY.

If a resident's behavior poses a severe, direct and imminent threat to him or herself or others (by evidencing a likelihood of harm to him or herself or others), the Housing staff, in consultation with the Office of the Vice President for Student Affairs, may direct an emergency interim removal of a resident from The Lehman Grand: 2530 Grand Concourse

Residence until a final determination on the student's case is made through applicable procedures.

Alcohol and Drug Policy.

Residents of The Lehman Grand shall abide by CUNY/Lehman College policies, procedures and regulations and local, state and federal laws regarding alcohol and illegal drugs.

The possession, consumption, and/or sale of alcohol are prohibited, regardless of age. Empty alcohol bottles are also not permitted as decoration. Violations may result in administrative and/or disciplinary sanctions, up to and including contract termination.

The possession, sale, distribution, manufacture, or provision of any illegal drug, controlled substance, or drug paraphernalia is prohibited. This includes but is not limited to roach clips, bongs, pipes, blow tubes, hookahs, bowls and any type of water pipe or any object filled with water through which smoke is drawn. Students found to be involved with drugs in or around The Lehman Grand will be subject to The Office of Housing and Residence Life administrative student conduct process and may also be referred to their academic institution's student conduct system, in accordance with the institution's Code of Student Conduct. Where applicable, sanctions will address both the Resident status in The Towers and the student status of the Resident with the academic institution.

Violations of The Lehman Grand and CUNY Alcohol and Drug Policy may result in administrative and/or disciplinary sanctions, up to and including Housing Contract termination and/or suspension/expulsion from the academic institution.

The fact that a resident has threatened to commit or attempted to commit suicide may not be used as the basis for an emergency interim removal. In such a circumstance, for a resident, The Office of the Vice President for Student Affairs or designee shall refer the resident to a mental health professional for an assessment of whether the resident presents a severe, direct and imminent threat to him or herself or others under CUNY's medical withdrawal policy. Further, under CUNY's medical withdrawal policy, if the student refuses to submit to the assessment, the VP of Student Affairs may determine whether he or she poses such a threat based on the available evidence and act as permitted under the policy.

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

Disruptive Conduct: Disruptive conduct is conduct that infringes upon the rights of others to a quiet, academic living environment, including disorderly or indecent conduct.

Chronic Misbehavior: Although individual offenses might be minor, repeated patterns of such offenses constitute a pattern of chronic misbehavior.

Gambling: Residents are not allowed to enter in wagering, betting or other games for the purpose of gaining money from other students. No poker, sports betting or other activities involving the exchange of money through gambling are permitted.

Sports Equipment: Authorized sports/recreational equipment may be used only in designated areas. Equipment prohibited within the premises includes but is 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 not allowed in the building. Exterior storage racks are provided.

Hazardous Substances and Weapons: The use, manufacture, transport, or storage of any fireworks, explosives, compressed gases, poisons, combustible substances, chemicals, or any substance designed to injure others or damage property, is strictly prohibited in any area of The Lehman Grand: 2530 Grand Concourse Residence. The storage or use of gasoline or electrically powered vehicles or engines regardless of their state or dismantlement in the apartment is prohibited.

State Law strictly prohibits the possession or use of any weapons, fireworks, or explosive devices in the premises or about the property. See also section below for list of "Prohibited Items."

Noise: At all times, students and their guests) shall not make or permit any unreasonably disturbing noises in the room or the building or permit anything to be done that will interfere with the rights, comforts or convenience of others in the unit or building. Students may use stereos, radios, televisions, or other sound-producing devices only when all residents present in a given unit give consent. Otherwise, headphones should be used and kept to a low volume, which does not disturb others. During established quiet hours no resident or guest is permitted to create sounds or to operate any radio, stereo, television, or other sound-producing equipment which disturbs the quiet, comfort, or repose of any member of the building.

During quiet hours residents are expected to keep their room doors closed, and refrain from making any noise that any other resident can hear from his/her own room.

Any resident has the right to expect that others will refrain from making noise that disturbs him or her, regardless of the time of day.

- a. Activities that create excessive noise that interfere with another person's or a group's academic or personal pursuits or their ability to sleep or relax are prohibited at all times. Excessive noise includes: music, television, or other electronic equipment playing at high volume, excessive yelling, music practice, violations of established floor/hall quiet hours, noisy gatherings/parties. Residents who have a problem with noise are encouraged to talk to the resident (s) who are creating the noise. If noise continues, the affected resident should request assistance from a residence staff member.

Quiet hours are in effect from 11 p.m. to 8 a.m. Sunday through Thursday nights and 12 a.m. to 8 a.m. on Friday and Saturday nights. During quiet hours, noise must be reduced to a level that will permit normal sleep, study, and other activities that require the absence of

disruptive noise. A resident responsible for violation of quiet hours may be subject to disciplinary action.

- b. *Events*: Common areas must be reserved in advance for use for an event. Whether in bedrooms, or other areas, the host is responsible for ensuring control of the situation, including ensuring that the behavior of other residents and guests does not get out of hand and ensuring that the event does not expand beyond the boundaries of the reserved area. Such events may not be advertised in any way and cannot be open to everyone. The Housing staff, Public Safety, and security officers, if necessary, will intervene and instruct the host(s) to end the event when gatherings result in excessive noise, damage or destruction, disruptive behavior or exceed the reserved areas.
- c. *Pets*: The presence of any animals or pets is prohibited. Any student found to possess a pet of any kind other than fish will be subject to disciplinary action and will be charged a fine of \$100.00 per occurrence. Service animals are allowed with prior written notification of the Office of Disability Services in accordance with applicable laws and regulations and Emotional Support Animals (ESA's) are permitted as reasonable accommodations under the Fair Housing Act (FHA) and CUNY Guidelines.
- d. *Compliance with Reasonable Requests*: Residents and guests will comply with all reasonable requests made by The Lehman Grand: 2530 Grand Concourse Residence staff. Residents and guests will provide valid identification upon demand by The Lehman Grand: 2530 Grand Concourse Residence staff, Lehman Public Safety officers, or any other identifiable staff member. Valid identification includes such documents as student ID cards, drivers' licenses, or any other government-issued ID cards.
- e. *Smoking*: The Lehman Grand: 2530 Grand Concourse, Residence and all Lehman College buildings are smoke-free. Smoking is not allowed in any public or private areas within The Lehman Grand: 2530 Grand Concourse Residence. Smoking outside the building is limited to designated areas, and any refuse -- such as cigarette butts -- must be disposed of properly.
- f. *Solicitation, Chalking, and Posting Signs*: No material of any kind shall be placed in any window or any other part of the premises except in areas decreed for such postings.
- g. *Storage Space*: The only storage space for residents' use is within their rooms. Utility or furnace rooms, entrances, hallways, stairwells or other public areas may never be used for storage, and materials found in these areas will be disposed of at the expense of the resident responsible.
- h. *Throwing or Dropping Objects*: Throwing, dropping, or hanging objects from windows presents a serious hazard to others and is strictly prohibited. Residents may not hang laundry or shake rugs or other materials from any window. Windows may be used as an entrance or exit only in the event of an emergency.

- i. *Prohibited Items:* Residents found in possession of the following items will be required to remove the item from The Lehman Grand: 2530 Grand Concourse Residence immediately and may face disciplinary action. Prohibited items may also be confiscated and returned at Housing staff's discretion. In addition, residents will be responsible for any cost accrued in the removal of the item. Residents are responsible for all damage caused from the use of permitted and/or prohibited items.
- Drug-related paraphernalia: any and all objects related to the use of prohibited drugs in any form.
 - Any kind of weapon that can be used to cause harm
 - Fuels, fireworks, explosives, and any and all combustible items
 - Incense, candles, oil-lamps lit or unlit cinder blocks
 - Electrical appliances with an exposed heating element
 - Resident-owned air conditioners
 - Live Christmas trees
 - Pets, except fish (see Pet Policy)
 - Halogen lamps
 - Empty and/or "decorative" alcohol bottles
 - Outside antennas and satellite dishes
 - Water propelling devices
 - Waterbeds
 - Unauthorized inflatable pools and slip n' slides.

The following are among the items that are permitted and are listed for your convenience. If you are unsure about the permissibility of possession of any other items, contact The Lehman Grand: 2530 Grand Concourse, Residence staff.

- Computers/ laptops
- Curling irons
- Electric razors
- Fans
- Fish in tanks smaller than 10 gallons
- Holiday lights that are UL-listed
- Portable hair dryers
- Mini-fridges less than 4.4 cubic feet

Unhealthy/Unsafe Conditions: Living Conditions that could adversely affect residents' health and safety are prohibited. Residents are responsible for maintaining reasonable standards of cleanliness and safety in their rooms and suites, hallways, lounges, bathrooms and lobby areas, including proper garbage/trash disposal and securing of cable, telephone and electrical wiring. The Office of Housing and Residence Life reserves the right to inspect

rooms to ensure that residents comply with health and safety regulations, even outside of announced Health & Safety Inspections.

Windows. Participating in throwing, dropping or causing objects to fall from a window is prohibited. No Resident may hang laundry or shake rugs from a unit window. Windows may not be used as an entrance or exit, except in the case of an emergency evacuation. Sitting on window ledges and leaning out of windows and/or hanging or putting things outside of a window are violations of state and campus fire-safety regulations and is prohibited. If window screens are found damaged the residents of the room will be billed for the repair. In accordance with NYC law, all windows must have a window stop that prohibits the window from opening more than 4'. All windows are equipped with this feature. Residents found tampering with this feature are subject to disciplinary action and restitution for the replacement and installation of a new window stop.

Common area furniture is intended for the enjoyment of all Residents. This furniture, including cushions and tables, is not to be removed from Common areas. Furniture found to be missing will be reported to the police. Missing furniture will be considered stolen and handled through the police as a crime. Residents are not allowed to bring common area furniture into their room/suite.

Right of Inspection and Entry

Residents must permit the Housing staff or its representatives or designees to enter their rooms during reasonable hours with reasonable notice for the purpose of making inspections, repairs, and for any other purpose deemed necessary by the Housing staff, and at all times and without notice during an emergency. Any resident of a room may give the Housing staff or its representatives or designees permission to enter the room without the need to obtain the permission of the other residents of that room. Housing staff reserves the right to conduct an administrative search when there is reasonable suspicion of the presence of prohibited items.

Damages

Residents agree to reimburse the Office of the Vice President for Student Affairs for any charges that are assessed within 30 days of that assessment, as set forth in the License Agreement, and as long as they remain legally in The Lehman Grand: 2530 Grand Concourse Residence. Should charges be assessed after the expiration of a resident's License Agreement, they will constitute a debt payable by the resident immediately upon demand by the Housing Staff member. Residents are responsible for their guests' behavior and for any charges or damages that result from misbehavior. Residents are required immediately to report to the Housing staff and the local law enforcement authority any acts of vandalism to any part of their rooms. For damages to common areas, to the extent that the perpetrator is not identifiable, all co-residents will be jointly liable and will be assessed a charge. In addition to monetary damages, intentional or negligent damage to The Lehman Grand: 2530 Grand Concourse Residence will be considered cause for termination of the License Agreement.

FACILITY MAINTENANCE AND CARE

Modifications, Alterations

Residents may not erect any exterior wires, aerials, signs, or satellite dishes. Residents may not install or modify any fixtures without the written consent of the Housing Staff. Residents may not lay contact paper on any shelves or walls, and residents agree to use only non-damaging products (such as 3M hanging hooks or poster strips) to hang personal effects on walls. Residents may not paint or wallpaper their rooms or any fixtures without the written consent of the Housing staff. Residents may not affix any object to any ceiling area. Residents may not tamper with or allow any object to come in contact with sprinkler heads.

Repairs

Requests for non-emergency repairs should be submitted as follows:

- Maintenance tickets allow you to request that a maintenance technician repair a problem in your room. When filling out a maintenance ticket, please be as detailed as possible. For example, "Dresser drawer is off track" is much more informative than "Dresser broken".
- Emergency facilities problems may be reported to Housing Staff.

Personal Trash

Trash should be disposed of in common area trash bins. Residents should refrain from throwing large objects etc. These items may be placed directly in the outside trash receptacles. Please break down all cardboard boxes for easier removal. Residents must use recycling bins.

Air Quality and Reducing Allergens and Mold

The Housing staff will take a number of steps to ensure good air quality and reduce mold growth in The Lehman Grand: 2530 Grand Concourse Residence. Residents need to cooperate by taking the following steps:

- Clean your private bathroom thoroughly with a proper cleanser at least once a week.
- Wipe/dry the tub/shower after each use.
- Hang wet/damp towels so that they can dry.
- Do not let trash accumulate. All trash must be brought to the floor trash room for disposal. Failure to clear trash from your unit may result in discipline.
- Vacuum thoroughly and dust thoroughly, preferably with a damp cloth.
- Wash bedding and bath towels every week.
- Wipe air vents (filters will be changed by the maintenance staff).
- Clean microwaves, stove, refrigerators, and coffee makers on a regular basis.
- If feasible, use allergy-proof covers for pillows and bedding.

- Avoid products that release odors or contaminants, such as spray deodorants or spray cleaners. Consider the use of "green" (non-contaminating) cleaners.
- Clean up spills as soon as they occur.
- Wash hands often; sanitize shared room equipment.

If you need advice on good practices in cleaning, such as proper cleansers, ask the Housing staff for help.

Laundry

Residents are responsible for their own laundry. The laundry area is located on the 3rd floor of The Lehman Grand: 2530 Grand Concourse Residence. In case of a machine malfunction, there is repair ticket information listed in the laundry room.

Technology Policies

The Lehman Grand: 2530 Grand Concourse, Residence Internet Service Provider (ISP) is provided by Lehman College. The use of computing resources provided by The Lehman Grand: 2530 Grand Concourse Residence (including the hardwired and wireless service in each living unit) may not interfere with the use of shared computer resources and/or their activities. The generation of network traffic that compromises, cripples, or disables a network resource, propagation of computer worms or viruses, and/or spamming, will not be tolerated. Servers (including web, ftp, mail, dhcp, snmp, tftp) are not permitted in The Lehman Grand: 2530 Grand Concourse Residence. In addition, illegal copying or distribution of music, movies, software or other files is prohibited. (See Appendix H, File Sharing and Copyrighted Material and Appendix I, the CUNY Computer Use Policy).

Damage, Vandalism, and Misuse of Facilities

As a member of the Lehman College community, we expect that you will follow the responsible course of action if you see or know of something that has been broken, damaged, or vandalized. If someone damages or vandalizes something and you are aware of it, it is your responsibility as a responsible community member to report it to (the designated college official).

Other Rules of The Lehman Grand: 2530 Grand Concourse Residence

1. Students shall not block or leave anything in or on the sidewalks, entrances, driveways, stairways, or halls. Public access ways shall be used only for entering and leaving the building.
2. The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
3. An aerial may not be erected on the roof or outside wall of the building. Awnings or other projections shall not be attached to the outside walls of the building or to any balcony or terrace.

Cleaning and Maintaining Common Areas (kitchen, bathrooms, garden area, and lounge/ leisure spaces)

Residents are expected to clean/pick up after themselves on a daily basis in all public/common areas. Trash and all personal items must be picked up immediately to avoid pests and other unwanted critters. Furthermore, residents are expected to fully cooperate and fully fulfill the floor-wide, agreed-upon weekly cleaning and trash pickup schedules. Residents who are responsible for not cleaning up his/her mess will be subject to disciplinary actions to include license agreement termination.

Drugs Smoking and Alcohol Policy

Smoking is prohibited at all times in the building.

There is no immunity from municipal, state, and federal laws governing the possession, use, and/or sale of controlled substances within an off-campus residence. Violations of these laws will not be tolerated. Any student found to be selling or assisting in the sale of drugs is subject to possible arrest, prosecution and immediate suspension from the residence and the College.

Dangerous Activities

No student or guest shall take any action, create, or participate in the creation of any situation which recklessly or intentionally endangers the mental or physical health of others. Students are prohibited from hanging out windows, hanging objects from windows, or throwing items from windows. Students may not congregate in building hallways or front steps or other public areas where their presence disrupts others. Students may not use public spaces for social gatherings.

Offenses against Persons

No person may engage in any activity which serves to threaten or harass another member of the College community, or which serves the purpose of preventing that person from the proper exercise of his/her specific rights under College policy. These activities may include, but are not limited to:

Any violent or unwelcome physical contact.

Attempting to block or detain a person(s) from entering or exiting any area where they are rightfully permitted to enter or exit. Physical and/or verbal harassment, intimidation, or threats, including unsolicited and/or unwelcome telephone calls and electronic communications.

Compliance with Official Requests

No person shall fail to comply with a lawful request or directive given by a Campus Safety personnel or College Official or designee acting in his/her official capacity. Students and/or guests who harass, annoy, or threaten staff and/or other residents will be subject to disciplinary action.

This appears earlier and the fines are different from what I believe was mentioned in the earlier paragraph.

FIRE ALARM EVACUATION PROCEDURES

In case of fire, a student should call Public Safety at ext. 7777 or (718) 960-7777 and inform the Residence Life Staff. All students should evacuate the building immediately, knocking on room doors as they exit to notify fellow residents of the fire evacuation. Whether a fire or a false alarm, the building must be evacuated immediately. The following procedures should be followed:

- Wear or carry clothing suitable for the weather.
- Close and lock your room door.
- Do not obstruct passageways for fire fighters.

Remain outside and at least fifty feet away from the building until the signal to return is given. Evacuation procedures will be made available to students at the beginning of each academic year.

Failure to comply with any fire safety precaution may result in discipline action and fines.

The College reserves the right to require immediate compliance from students with any fire safety code citations as identified by external authorities (i.e., State Fire Inspection Officials, Fire Department, State Fire Inspector, Health Department, etc.).

SECURITY

Residential Security Staff

The Lehman Grand: 2530 Grand Concourse Residence has security staff at the Welcome Desk available 24/7 to assist with safety and communicate emergencies to the appropriate authorities. Security staff will monitor guest and resident traffic at the residence. They will work collaboratively with The Lehman Grand: 2530 Grand Concourse Residence, CUNY and Lehman College Public Safety Offices, as well as New York City police, fire, and emergency services.

Escort Service

Lehman College Public Safety will provide escorts for The Lehman Grand: 2530 Grand Concourse Residents. Shuttle buses run through campus and to Lehman College and subways. Shuttle bus schedules are posted in the Lehman Grand lobby. After the regular shuttle service, or for emergencies between regular services, a Public Safety Escort will be available to provide transportation to the subway. Please call 718-960-7777 in order to request an escort during emergencies or non-shuttle times.

FIRE SAFETY

Equipment:

All rooms and apartments are equipped with smoke detectors. Each suite or apartment is equipped with a sprinkler system. Several fire alarm pull stations are located on each corridor. This equipment is checked monthly to ensure that it is in good working condition. Also, if the smoke detector in your room beeps because of a weak battery, please submit a work order through the Resident Portal.

Any person who sets off a false alarm, interferes with the operation of the alarm system, or damages or removes any part of the alarm system, fire extinguishers, smoke detectors, sprinkler systems, or removes an exit sign is subject to severe disciplinary sanction.

For the sake of emphasis, the following prohibitions related to fire safety are repeated:

- No open flames, such as candles, incense, kerosene lamps, or any incendiary devices are permitted.
- the storage were use of flammable substances is strictly prohibited.
- All appliances must be U.L. approved.
- The use of multi-outlet plugs is prohibited, except those with built-in circuit breakers.
- Motorcycles, motor scooters, and other internal combustion engines are not permitted inside or adjacent to residence halls or apartments, except in approved parking lots.
- Bicycles may not be kept in hallways or stairwells, attached to fire equipment, or placed in any manner that interferes with exit from the building.
- smoking is prohibited in all Lehman College facilities, including the Residence Hall
- Residents must ensure that there is no interference with the ceiling sprinklers in their area or in common areas.
- under no circumstances may smoke detectors be removed or disabled

Candles/Holiday Decorations:

Holiday and other celebrations that typically involve the lighting of candles and/or string lighting may be observed, with permission of the Management, only in a common area downstairs visible to Security, and only if conducted in a manner that does not trigger fire safety systems. Examples of such events include, but are not limited to the lighting of the Menorah during Hanukah, lighting of the Kinara during KWANZAA, or the lighting of Christmas trees during Christmas. These rules apply to such occasions:

- Candles, incense, or other open flames are not permitted, even as decorations. This includes birthdays, Shabbat, yarzeit and holiday candles.

- Garbage bags or other flammable material may not be used for decorations.
- Room/apartment/suite and individual lights may not be covered for any reason.
- Artificial trees made of aluminum or any other metal may not be wired with tree lights, and live trees are prohibited.
- Residence hall entrance doors, doors and windows in other public areas, and doors in student rooms may be decorated in a manner that does not deface or damage property or create a fire hazard. No more than 50% of doors may be covered at any time. Material that is difficult to remove or might result in damage, such as artificial snow, is not permitted.
- Decorations that violate any established policies are prohibited.
- Empty alcohol bottles may not be used as decorations of any sort.
- All lights or other decorations must be approved by the RA for your area.
- Extension cords may never be used.
- Any structures or decorations that do not meet the standards set by The Towers Office and the Fire Marshal will be taken down immediately. If the required changes are not made, the Towers Office reserves the right to remove all structures from the room and bill the

Fire Exits:

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

Fire or Other Emergency.

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

A fire alarm must be taken seriously, and in the event of a fire alarm, the Resident must proceed in accordance with established evacuation/fire alarm protocols. Intentionally sounding an alarm in a non-emergency situation or tampering with emergency equipment (including alarms, extinguishers, signage, smoke detectors, heat sensors, door closures and sprinklers) is a criminal offense, and the person or persons responsible will be treated accordingly. Tampering with apartment smoke detectors (including removal of the battery)

is prohibited. Residents are also prohibited from touching, tampering with, or hanging anything from them.

Fire Alarms/Evacuation Procedures:

To comply with state and local fire regulations and for fire safety education, unannounced fire drills are conducted each semester. You must assume that there is an emergency when the fire alarm sounds. At the sound of the alarm, quickly and calmly exit the building using the nearest emergency exit and assemble on sidewalk at East 192nd street and East Kingsbridge Avenue and E 188th street and Valentine Avenue for assembly. Do not re-enter the building for any purpose until you are directed to do so by the proper authorities. Failure to evacuate during an alarm may result in disciplinary action.