



# **Housing Handbook And Code of Conduct 2016-2017**

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# POLICIES

**A**s a resident at 81 E. Third Street we expect you to act responsibly and appropriately at all times. There are a few important policies that you need to be aware of and abide by to make our community a more pleasant experience for you and everyone else living in our residence. Please note that you agreed to the policies in this guide when you made your reservation and during your check-in process. Any violation of these rules, other policies or laws, whether included in this guide or not, will result in the appropriate disciplinary sanction by NYCDA and possibly the legal authorities.

Living in a community involves learning to use new freedoms wisely and adjusting to a new environment where rules which may be different than ones you are accustomed. Most residents will make this adjustment without difficulty. A few residents are unable or unwilling to do so, and their behavior may interfere with the environment.

It is the responsibility of all our residents to become familiar with the policies in this guide and comply with them. Residents that do not comply with the NYCDA policies stated in this Code of Conduct Guide and License Agreement will face disciplinary sanctions. These sanctions might vary depending on the severity of the violation and are treated on a case by case scenario.

## **ABANDONED PROPERTY**

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### **COMMUNITY AREA**

Residents are encouraged to keep personal items secure in their rooms. Public areas of the residences (including lounges, community bathrooms, hallways, etc.) are not intended for storage of personal belongings. Items found that are left behind in public space given to security or an NYCDA staff member will be placed in a "Lost and Found" area for seven days. After this period these items will be considered abandoned and will be discarded. If an item is left behind and taken by another individual, NYCDA will attempt to recover the item; however, NYCDA is not financially responsible for the item if it cannot be recovered.

### **RESIDENT ROOM**

If a resident vacates an assigned space and leaves personal possessions whether intentionally or unintentionally, these items will be considered abandoned property. All items left behind will be removed, recycled or donated. NYCDA is not responsible for any items left in the rooms/residence and will not be responsible for the replacement or compensation of abandoned property.

## **CONSOLIDATION**

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Please remember that the double/triple occupancy rooms are intended for two/three residents respectively. When a vacancy becomes available in a shared space, another roommate or roommates will be found immediately. If you are in a shared unit that has a vacancy, or if you are scheduled to vacate, please be

aware that we may show your unit to prospective residents. You will be emailed or telephoned first and if there is no answer we will knock on your door before entering. You are permitted to only occupy your side of the room at all times.

Please do not allow guest(s) to sleep or settle into the unoccupied space/area, as we may have a new arrival. We will make every effort to give you at least 24-hour notice prior to your roommate's arrival.

## **COMMUNITY AREAS**

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### **COMMUNITY LOUNGES**

There are several comfortable community lounges open to residents and meant for gathering, studying, and relaxing. All residents using these spaces must follow the below rules:

- Be respectful of others and mindful that this is community space.
- Be courteous during organized events.
- All activities held in common areas must have a person that oversees the event/activity.
- During events, recreational activities are prohibited such as: video games, loud music, and loud conversations as it may be disruptive to the event.
- No tampering with the displayed artwork/decorations or televisions.
- Furniture must be utilized appropriately and cannot be moved from its original location.
- Please dress appropriately, wear shoes, shirts and pants/shorts/skirts at all times.
- Be responsible for your own personal items, should you leave something behind please read the Abandoned property policy
- Residents wishing to reserve any community lounge for an event, must request it by contacting the Resident Director.
- Clean up after yourself before leaving the lounge so everyone can enjoy a clean environment.
- No sleeping in public places (including furniture, floor, kitchen).
- Public spaces are under 24 hour surveillance.

### **LAUNDRY ROOM**

Please be mindful of your laundry. If you choose to leave it behind, make sure you know how long it takes to do a wash/dry. If you leave your laundry too long in a machine, someone may choose to move it for you. If you leave it unattended, NYCDA nor the Landlord are responsible for items damaged, stolen or removed. After 48 hours, the staff will discard any items left unattended. If you are found guilty of damaging property and/or stealing you will be held financially and legally responsible and may even face removal from the residence. Please remember you are on camera.

## **CRIMINAL BACKGROUND**

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NYCDA does not permit persons who are required to register as sex offenders or major offenders under the laws of any state or nation to reside in any NYCDA residence. Any person requesting to live in NYCDA housing must disclose any such registration requirement. Failure to disclose will result in involuntary removal from NYCDA housing and forfeiture of any deposit or fees paid for housing.

NYCDA reserves the right on a case-by-case basis to deny the request of any person to reside in

housing or to involuntarily remove any person already admitted to NYCDA housing due to the conviction of any felony or misdemeanor offense which, in the judgment of NYCDA, indicates that the person who has been convicted of such an offense has the potential to disrupt the normal functioning of NYCDA housing, engage in conduct that may endanger the health or safety of any person residing in NYCDA housing, including self, or otherwise negatively impact the residential community.

The decision of whether or not to deny the request for NYCDA housing or remove any person already admitted to NYCDA housing and the seriousness of the felony or misdemeanor offense or educational institution disciplinary infraction upon which such decision is based is at the sole discretion of the College and is not subject to appeal.

## **DAMAGES**

If your room has sustained damage beyond the usual wear and tear, the cost of the repairs will be charged to you at the time of check-out or during your stay. Below is a list of charges for items within your room. Just because an item and charge is listed here, does not mean that you have that item in your room. You are, however, responsible for all items that are applicable to your room and residence.

<b>DESCRIPTION</b>	<b>CHARGE</b>
Air Conditioner Knob	\$50.00
Air Conditioner Unit	\$480.00
Base Molding	\$150.00
Basin	\$225.00
Bathroom Door	\$450.00
Bathroom Door Knob	\$75.00
Bathroom Door Saddle	\$150.00
Bathroom Floor Tiles (per tile)	\$50.00
Bathroom Paint	\$350.00
Bed	\$595.00
Bed Stabilization Pin	\$25.00
Blinds (per blind)	\$150.00
Cable Box	\$100.00
Cable/Fittings	\$10.00 per fitting, plus repair
Chair (Study)	\$240.00
Chair (Dining)	\$255.00
Closet/Armoire	\$690.00
Closet/Armoire (with Drawer)	\$740.00
Data Modem	\$150.00
Desk	\$435.00
Door	\$450.00
Door Defacement (inside/out)	\$320.00
Drawers Repair for beds/desks	\$95.00
2/3 Drawer Cabinet	\$580.00
Fire Evacuation Sign	\$75.00
Fire Safety Notice	\$50.00
Floor Tiles	\$150.00 per tile

Key Board Tray	\$50.00
Kitchen Cabinet Door	\$260.00
Light Fixtures	\$285.00
Main Room Floor Tiles (per tile)	\$100.00
Mattress	\$520.00
Medicine Cabinet	\$250.00
Medicine Cabinet Mirror	\$145.00
Medicine Cabinet Shelves	\$35.00 per shelf
Microwave	\$210.00
Microwave Plate	\$50.00
Paint/Repair Ceiling	\$250.00
Paint/Repair One Wall Minimum	\$145.00
Painting (Full Room), Minimum	\$425.00
Refrigerator	\$670.00
Refrigerator Shelving	\$95.00
Refrigerator Gasket	\$280.00
Rod	\$60.00
Room Lighting Fixtures	\$285.00
Room Sign	\$75.00
Shelves	\$25.00 per shelf
Shower Fixtures	\$450.00
Shower Rod	\$55.00
Smoke Detector Device/CO2	\$175.00
Telephone/Internet Jack	\$100.00
Toilet	\$350.00
Toilet Paper Roll Dispenser	\$85.00
Toilet Seat Cover	\$45.00
Toilet Tank Cover	\$125.00
Towel Rod	\$95.00
Tub Re-glazing	\$350.00
Window Stoppers	\$150.00
Window/Glass replacement	Cost invoiced

### OTHER CHARGES

DESCRIPTION	CHARGE
Mailbox Key	\$20.00
Photo ID	\$20.00
Improper Checkout fee	\$300.00
Unauthorized Appliance	\$200.00
Cleaning Fee, Minimum	\$100.00
Garbage Removal, Minimum	\$60.00
Bulk Item Removal, minimum	\$100.00
Furniture Disassembly	\$150.00
FAB Building Key	\$75.00
Apartment Key	\$70.00



Bedroom Key	\$
Alcohol Policy – No Alcohol	TBD

## ROOM CONDITION REPORT

Room Condition Reports must be filled out on arrival and departure from the dorms. Document all damage upon moving into the dorms. Any additional damage at checkout will be accredited to the students account. Our expectation is that you will return the room in the same (or better) condition than when you arrived. All rooms are subject to review by the Residence Director and Building Owner after your walk through with an RA. **Although an RA will conduct the preliminary review; you may be billed for items found during the second inspection by a senior staff member.**

Discuss the room condition report and potential damages with your roommate. Document the person responsible and inform the Residence Life staff member who completes your checkout. In the case of disputed charges or in the absence of additional information, all residents will share in the damage cost. Please see the Checkout Guide for more information regarding moving out of the dorms.

## DISCIPLINARY SANCTIONS

Residents can expect fairness from the NYCDA staff in addressing alleged violations of the Residence Policies and terms. Failure to comply with the terms of a sanction will be considered further violation and may result in additional, extended and more severe sanctions.

Below are sample actions that a resident can be sanctioned when violating any NYCDA policy or procedure. Keep in mind that your school/company might have additional Disciplinary sanctions.

### Sanctions may include, but are not limited to:

- Written Warning
- Disciplinary Fines
- Educational Projects
- Community Service
- Referral for Substance Abuse Evaluation, Education and/or Treatment
- Referral for Personal Counseling
- Restitution for Damages
- Disciplinary Probation
- Required Room or Building Reassignment
- Loss of Guest Privileges
- Probation
- Suspension from the Residence
- Expulsion from the Residence without a refund
- Referral to Public Law Enforcement Agencies
- Parental Notification

## DISRUPTIVE CONDUCT

Disorderly, disruptive or aggressive behavior that interferes with the general comfort, safety or welfare of a person or group is prohibited. Interference with the freedom of another person or group to move about in a

lawful manner is prohibited. No resident shall create a condition that endangers or threatens the safety or well-being of himself/herself or others—this includes NYCDA staff members, security guards and building staff.

## **INTERFERENCE**

No resident shall intentionally or recklessly interfere with an NYCDA Staff member or other college officials exercising her/his assigned duties.

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## **ELECTRONICS**

NYCDA is not responsible for any personal electronic equipment, including computers, brought into the residence. All residents should connect their electrical/electronic equipment, including computers, to power surge protective devices to minimize potential damage to their personal property. For information about prohibited items please [click here](#)

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## **FIRE EQUIPMENT**

Tampering with fire equipment such as fire alarms, fire extinguishers, sprinkler systems, exit signs, and common area smoke detectors is prohibited. Violations include, but are not limited to:

- Removing smoke alarm from rooms (this includes taking out batteries or removing from hard wire)
- Removing a fire extinguisher from its prescribed location
- Discharging a fire extinguisher for any purpose other than putting out a fire
- Setting false alarms
- Tampering with the covers on fire alarm pull stations
- Tampering with common area and room sprinkler systems

Any action by a resident that places other residents at risk will result in the violator being held financially responsible to all costs associated. Additionally, the violator will be subject to disciplinary sanction taken by NYCDA and/or legal authorities.

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## **FITNESS CENTER**

By residing in student housing, residents have access to a fitness center in the building. NYCDA makes no representations, warranties, guaranties or promises regarding facilities, services, availability or otherwise and shall have no liability for any injuries occurring as a result of a resident's use of the fitness center. Resident's guests are not permitted to use the Fitness Center.

## **MEMBER CONDUCT**

- No cell phone or camera use is allowed in the facility and residents should not take videos or photograph anyone using the Fitness Center.

- No smoking, drugs, or alcohol are permitted and residents may not use equipment while under the influence.
- No loud and/or abusive language.
- No vandalizing or defacing materials or property including equipment, furniture, walls or any other aspect of the Fitness Center. If residents are found tampering with any equipment, they will be charged with all fees associated with the repair.
- Residents should not remove materials, equipment or property from the Fitness Center without authorization.
- Indecent exposure, voyeurism, exhibitionism, or other lewd and lascivious acts is not allowed
- Residents should wear a shirt and closed-toed athletic shoes.
- Skateboards, in-line skates, roller skates, scooters or other sports equipment are not allowed within the facility.
- Sleeping in the Fitness Center or any communal area is not allowed.
- Everyone must clean up after oneself while using any part of the facility; this includes re-racking weights when finishing a set in the free weight area (operational hours are limited please check posted signs for hours.).

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## **GUEST POLICIES**

These policies exist to allow residents to have guests in a manner that does not infringe upon the comfort or rights of other residents and maintain an appropriate level of safety and security in the building. Keep in mind that being and/or having a guest is a privilege and not a right. Regardless of length of stay, the guest is expected to abide by all NYCDA policies, procedures, regulations and standards. The host is responsible for the actions of his/her guests at all times. Any guest who violates any NYCDA building policy while in housing is subject to penalties including disciplinary procedures and/or legal penalties and will be asked to leave the residence. NYCDA has the right to ban any guest. The management maintains 24 hour security in the lobby as well as surveillance cameras in all hallways, elevators, kitchens and common areas.

### **The following conditions must be met:**

- NO guests under the age of 18 are permitted to be an overnight guest.
- It is the responsibility of the host to meet his/her guest in the lobby and to remain with that person at all times when the guest is in the residence.
- If the host departs the building the guest must also depart and is not permitted back into the residence until the host is able to personally escort them.
- All guests must register at the security desk by showing proof of a valid unexpired photo identification card.
- When the guest leaves the residence they must be escorted to the lobby by the host and must sign out with security.
- No person who is required by law to register as a sex offender may be a guest in the residence.

### **DAYTIME GUESTS**

Provided that there is no unreasonable interference with the rights of a roommate, a resident may have a maximum of two (2) short-term daytime guests who stay between the hours of 8am and 12am. Short term guests must leave the building by midnight or they will be considered an overnight guest.

## **OVERNIGHT GUESTS**

An overnight guest is a guest who is in the residence between the hours of 12am and 8am, regardless of whether they stay for a few hours, or sleep in the room overnight. In consideration to the rights of roommates and other residents, there are limits to the duration and frequency of such visits. A resident may have only one overnight guest at any given time.

### **Procedure**

All residents must fill out an Overnight Guest Form for their guest regardless of guest's length of stay. All overnight guests must be approved by NYCDA. To obtain an Overnight Guest Form you can stop by the Resident Director's Office to pick one up or email us at [studentservices@nycda.edu](mailto:studentservices@nycda.edu) and we will send you a copy.

- **Guests For One to Three Nights**

Forms for overnight guests staying for more than 1-3 nights must be submitted by 4pm for the same day of the overnight guest.

Failure to complete and submit the form in a timely manner will result in guest not being allowed into the building.

### **Occupancy**

- No single room can have more than one (1) overnight guest on any given night (one per resident).
- No double room can have more than two (2) overnight guests on any given night (one per resident).
- NYCDA does not provide beds, bedding, or ID/key cards for guests of any kind.

### **Conduct**

All guests are expected to abide by all NYCDA policies, procedures, regulations and standards. Remember, having a guest is a privilege not a right and NYCDA reserves the right to refuse any guest that is deemed inappropriate for the community.

- A non-resident may not be an overnight guest in the residence for more than three (3) nights per calendar month, regardless of the host.
- All residents are legally and financially responsible for the conduct of their guests.
- While in the building, guests **MUST BE ACCOMPANIED** by their host all times.
- No person who is required by law to register as a sex offender may be a guest in the residence.
- Any guest who engages in volatile behavior, NYCDA reserves the right to report that individual's behavior to the proper authorities.

## **HARASSMENT AND INTIMIDATION**

Residents living in NYCDA housing have the right to live free of intimidation, harassment or bullying. If after an investigation, NYCDA determines that a resident is harassing, bullying, or intimidating another resident, NYCDA may take appropriate action to cause such behavior to cease including, without limitation, terminating the License Agreement and right to be in the residence.

## **THREATS AND VIOLENCE**

Do not engage in, or threaten to engage in, any behavior that endangers the health or safety of another person or oneself.

# **HEALTH AND SAFETY**

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In the event that adequate health and safety standards are not maintained or that the condition of the room discourages roommates, NYCDA will take disciplinary sanction. Residents are expected to clean up after themselves. An inability to do this or any deviation from a reasonable disposal method will result in cleaning fees assessed to the resident in addition to sanctions. NYCDA reserves the right to enter resident rooms at any time without warning to inspect and assess health and safety conditions.

In order to determine compliance with the rules or with federal, state and local laws and to check for any repairs needed, we conduct Health and Safety Inspections a minimum of once per semester and when there is a reasonable cause to believe that a violation has occurred or is taking place. NYCDA personnel may obtain evidence while conducting the inspection, which may later be used by the law enforcement agencies in the prosecution of criminal behavior. Any confiscated item will be donated to local charities or discarded immediately.

If it is found that a resident's room is not up to health and safety standards (i.e. cleanliness, hazardous wiring, etc.) the resident will be given 24 hours to correct. If, upon re-inspection, the room still does not pass, the resident may be fined, face probation sanctions and/or be evicted.

### **Residents are not authorized to have any of the following items;**

- Halogen lighting equipment.
- Electric or gas-powered heaters.
- Hot plates, toasters, or any cooking appliances of any nature not provided by NYCDA (except single coffee cup makers).
- Candles, incense, pipes (including water pipes or bongs).
- Flammable decorations such as Christmas lights etc.
- Illegal substances of any nature.
- Explosives, fireworks or weapons of any kind.
- Smoke laden materials/vapors, fog machines and/or instruments.
- Sandwich makers.
- Toaster ovens.
- Hot plate.
- Hover boards, self-propelled scooters

If these items are found in the room they will be confiscated. Residents will be given seven (7) days to determine where to send their items. After this time period all items will be disposed of. Please note that alcohol, drugs or drug paraphernalia will be disposed of immediately.

## **CLEANLINESS**

You are responsible, and you share responsibility with your roommate(s), for keeping your room clean and free of any damage. We do not provide cleaning services in the residence. Dirty or untidy rooms can cause roommate problems as well as extermination issues.

## **IDENTIFICATION CARDS AND KEYS**

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All keys are the property of NYCDA, and must be returned when you finish your stay with us. Lost or stolen keys should be reported immediately to the Resident Director, replacement cost for the Key card and a mailbox key is \$20.00 each (rates subject to change). Do not install any additional lock(s) on your room. Residents are not allowed to lend their Key to anyone. If someone is found with a Key that doesn't belong to them, the resident will face disciplinary sanctions including possible expulsion and the Key will be confiscated.

### **LOCK-OUTS**

Please understand that it is your responsibility to carry your ID/key with you at all times. Any resident who continuously gets locked out of their room will face charges of \$5.00 for every lock-out after the 1<sup>st</sup> lock-out and may face disciplinary sanctions (first lockout is free). Should you lose your key, you will be expected to pay for a replacement key in the Resident Director Office. We will be keeping track of every lock-out and expect that you will adhere to the below policies if you are locked out of your room:

- All residents should go to the Resident Director's Office during the posted desk hours.
- A temporary room key will be issued (you might be asked to show proof of valid identification), and residents will be required to return this key within 15 minutes of issue, or a fine of \$20.00 will be charged. The first lock-out each semester is free of charge. Thereafter, the fee is \$5.00 per lock-out.
- For lock-outs after the Resident Director's Office is closed, you must seek out security or contact the RA on duty who will let you in.

**Key Replacement:** Should any resident lose their key, there will be a \$70.00 replacement fee.

**Fab Replacement:** Should any resident lose their key fab, there will be a \$75.00 replacement fee.

**Lock Change:** Should any resident damage their lock they will be billed a \$480.00 replacement fee.

## **INTOXICATION**

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Intoxication whether from alcohol, narcotics or prescription medicine, is not acceptable justification for irresponsible or inappropriate behavior. Residents of legal age who consume alcohol are expected to do so in moderation and in a manner that ensures other residents' rights to privacy, sleep and study. When a staff member is alerted of a resident who becomes incapacitated as a result of drinking or drug use, they will seek medical attention by calling 911. Residents will be financially responsible for the costs of the medical care including ambulance and/or hospitalization and will face disciplinary action. In addition, loud or disruptive behavior, interference or drinking habits that are disruptive or injurious to the health of individuals will not be tolerated and disciplinary action will be taken which could lead to removal from the building and forfeitures of all monies paid.

### **ALCOHOL**

NYCDA Housing is an alcohol free building. Any student in possession of alcoholic beverages will be subject to disciplinary action.

## **DRUGS**

Residents are required to abide by all federal, state and local laws and regulations and the policies of NYCDA, regarding the use, sale, and distribution of controlled substances despite its changing legal status in other jurisdictions. Marijuana is an illegal substance in the State of New York and is strictly prohibited in the residence. There is no legal medical marijuana in the state of New York regardless of the legality of medical marijuana in other jurisdiction. If we find any resident or visitor to a residence room to be in possession of or using, selling or distributing marijuana or other controlled substances (or in the case of prescription drugs, without a valid prescription) within any residence, we will contact the New York City Police Department. Your license agreement will be immediately terminated, your rights to live in the NYCDA residence will cease and all monies paid forfeited and you will be required to vacate the premises.

## **INTERNET ACCESS TERMS OF SERVICE**

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All residents are required to accept the Internet Access Terms of Service. This Agreement takes effect when you sign the Check-in form upon move in and will remain effect until you vacate housing.

The terms and conditions of the Internet Access Agreement may be modified and revised from time-to-time with notice provided to you of such modification or revision. Your continued use of the services will constitute your agreement to the agreement as modified or revised.

You agree to use reasonable care while using any equipment provided to you and you will not tamper with, damage, remove, or move the equipment. Also, you are required to promptly notify NYCDA of and pay for any damage you cause or any third party causes to the equipment. In addition, you provide permission for NYCDA's employees, agents, contractors, and representatives to enter your room without prior notice to install, maintain, inspect, repair and remove the equipment.

To the extent you would like to permit someone else to use your computer to use the internet services, you should ensure that that person is aware of the terms and conditions of this Agreement, and agrees to abide by them. If he or she refuses to agree to the terms and conditions herein, you should not permit him or her to use the internet services.

In addition, NYCDA reserves the right to terminate or restrict your use of the internet services, without notice to you, for any or no reason whatsoever.

## **MAINTENANCE**

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If you discover an issue in your room that needs attention from maintenance staff, please report it to the Resident Director. If the desk is closed please send an email to [studentservices@nycda.edu](mailto:studentservices@nycda.edu).

Neglecting to report a problem (leaky faucet, water damage, etc.), could lead to further, more complicated problems. If you damage anything, you will have to repay the building for the cost of repairs (or replacements). If the resident is found responsible for causing the issue (i.e. flushed paper towels or hard objects down the toilet), you may be responsible for the costs of cleaning and repair. NYCDA cannot service or repair any furnishings or equipment provided by residents.

Residents are not permitted to paint or make any alterations to their rooms. Do not put any nails, screws, hooks or any sticky substances in/on the wall. You will be responsible for any damage caused to the room. To request a repair, please submit a maintenance request in the log book located at the security desk.

# NOISE

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You live in a community where it is essential that you respect your neighbors. Please keep sound levels low within your room and comply with requests to reduce intrusive noise levels. New York City ordinances require quiet hours from 11pm-9am. Regardless of the hour, courtesy policies are always in effect. Please respect your neighbor's space. Repeated violations of the noise policies will subject you to disciplinary sanction. We want to provide residents with an atmosphere where they can relax and study. Please adhere to all signage concerning noise and quiet hours.

## AMPLIFIED SOUND AND MUSICAL INSTRUMENTS

The residences are not designed for playing amplified musical instruments or high watt stereo equipment. Residents who wish to play or practice should wear headphones or muffle their instruments.

## COURTESY AND QUIET HOURS

It is expected that each resident will extend courtesy and consideration and be sensitive to the needs of other residents at all times. Courtesy Hours are in effect at all times in the residence. Each resident and his/her visitors have the responsibility to act with consideration toward other individuals who choose to study or sleep. Quiet Hours are defined as periods of time when noise will be kept to a minimum to allow study and sleep. Quiet hours are in effect each night from 11pm to 9am. Radios, stereos, and televisions must be played at lower volume levels that will not disturb other residents.

Keep in mind that if a sound can be heard through the walls to another resident or from the hallway, it is considered too loud.

## PARENTAL NOTIFICATION

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We reserve the right to contact the parent(s) or guardians(s) of residents under the age of 21 involved in dangerous and/or inappropriate behaviors that are threatening to oneself or others. NYCDA staff members will make a decision on whether to contact parents depending on the severity of the situation.

## PROHIBITED ITEMS

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There is a refrigerator, microwave, stove and oven provided for you in your room. For your safety, you are not permitted to have any extra cooking appliances in your room (e.g. George Foreman grills, toasters, hot plates, etc). However you are permitted to have a one cup coffee maker (such as a Keurig) in your room. If we find any of these items in your room, they will be confiscated and donated to a local charity.

The following items are prohibited, there will be a penalty fee of \$200.00, disciplinary action will be taken and item(s) will be confiscated, donated or discarded if any of these are found in your room:

- Halogen lighting equipment
- Electric or gas-powered heaters
- Hot plates, toasters, or any cooking appliances of any nature
- Sandwich makers, toaster ovens
- Candles, incense, smoking and/or drug paraphernalia of any kind
- Flammable decorations such as Christmas lights etc.



- Illegal substances of any nature
- Explosives, fireworks, weapons of any kind, smoke laden materials, and/or instruments
- Hover boards, self-propelled scooters

You are allowed to have the below items in your room:

- Electric Kettles automatic shut offs
- Irons with automatic shut offs
- Crock pots
- Curling Irons with automatic shut offs
- One cup coffee maker such as a Keurig

## **BURNING SUBSTANCES**

Burning any substance in the residence is not permitted. This includes, but is not limited to, burning of candles, matches, water pipes and incense. Water pipes, candles and incense are prohibited in the residence, if found these will be confiscated and disposed of by staff.

NYCDA reserves the right to enter the rooms at any time without warning if NYCDA has a reasonable suspicion that burning substances is occurring.

## **FIREARMS AND EXPLOSIVES**

Firearms, paintball guns, bow and arrows, ammunition, fireworks, gasoline and other combustible or explosive items are prohibited from the residence. If any of these or similar items are discovered, local authorities will be contacted.

## **OUTSIDE FURNITURE**

Outside furniture is prohibited in the residence. We do not allow outside furniture in order to ensure fire safety and to protect the cleanliness of the rooms. Additionally, outside furniture can contribute to pest problems. All rooms are furnished appropriately for its occupants.

NYCDA may amend these guidelines at any time and reserves the right to require the immediate removal of any outside furniture for any reason. Residents are responsible for removing outside furniture from their room when they move out of the building or they will be charged for its removal.

If you have any questions, please email [studentservices@nyocda.edu](mailto:studentservices@nyocda.edu).

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## **PETS**

For the sake of cleanliness and safety, residents are not permitted to have pets or animals of any kind, including fish and reptiles, at any time in the building. Residents found with animals in their custody will be subject to disciplinary sanction and will be required to remove the pet immediately.

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## **RECREATION**

Playing any sports in the hallways, lobbies or lounges is strictly prohibited.

## **HOVER BOARDS**

Due to recent concerns surrounding hover boards, self-propelled scooters and similar devices, they are prohibited to be stored or used in any part of the residence.

## **BICYCLES & ROLLERBLADES**

You are permitted to have a bicycle or rollerblades; however, you must store them in your own room (Note that if you have a roommate you will have limited space). You are NOT ALLOWED to ride them anywhere inside the building including the lobbies. Any bicycle, roller blades (or anything else, including doormats) left outside in the hallway is a safety hazard and will be promptly confiscated.

## **GAMBLING**

Gambling in your room or anywhere within the residence is not permitted.

# **RESTRICTED AREAS**

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Residents are strictly prohibited from going into certain areas including but not limited to: electrical closets, storage closets and areas in the lower/basement level. Residents cannot take emergency exits unless there is an emergency.

## **ROOFTOPS/BALCONIES**

Residents are strictly forbidden to be on the roof or any balconies at any time for any reason (except by the request of a New York Fire Official). Any violation of this policy will lead to disciplinary sanction.

# **RIGHTS AND RESPONSIBILITIES**

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Each resident living in NYCDA housing possess specific individual and group rights and responsibilities which serve to guide housing personnel in making decisions concerning resident welfare and behavior.

Each resident has the right to engage in activities that are part of NYCDA. However, these rights carry with them reciprocal responsibilities on the part of the individual to ensure these same rights and responsibilities that are associated with community living.

## **RESIDENTS HAVE THE RIGHT...**

- To have free access to their living accommodations.
- To live in a clean and secure environment.
- To written copies of housing rules and regulations, or individual building policies which govern individual and group behavior.
- To the respect and safety of personal property.
- To study without interruption or interference.
- To be free of intimidation or harassment.
- To enforce the housing agreement/contract.
- To direct access to staff, which provides assistance, guidance and support as needed.
- To equitable treatment when behavior is in question.
- To host guests, within established guidelines.
- To individual and group educational and developmental opportunities in their living community.

## **RESIDENTS HAVE THE RESPONSIBILITY...**

- To adhere to rules and regulations.
- To comply with reasonable requests made by NYCDA staff and those appointed by them.
- To meet expected room payments.
- To monitor and accept responsibility for the behavior of their guests when applicable.
- To respect the rights of others, as stated above.
- To report violations of rules and regulations to appropriate staff.
- To express themselves individually or by association with groups.
- To participate in judicial proceedings to determine appropriate standards of behavior when applicable.
- To contribute positively to the community by participating in educational and developmental activities. To abide by all applicable city, state, and federal laws.

## **ROOM ASSIGNMENTS**

Room assignments will be made solely by NYCDA and/or by your school/company. Both reserve the right to change room assignments as reasonably required and will do its best to accommodate roommate requests. NYCDA will do their best but may not be able to provide you with your roommate information prior to your arrival because of changes that may occur before you arrive. We primarily focus on gender, age, school/internship then we take into consideration any other special requests.

In the event of a roommate conflict, NYCDA and/or your school/university reserves the right to relocate one or all roommates to another room equal to resident's current rental payment. Roommate changes are subject to a full review by the Resident Director.

If NYCDA determines that you do not fit into a positive environment or if we consider that you are a threat to our community, this will constitute termination of your contract. NYCDA reserves the right to terminate your contract if it is determined that you cannot fit into the community in a positive manner.

## **ROOM ENTRY**

Residents living in the residence can expect a level of privacy in their rooms, as well as in the community at large. However, NYCDA reserves the right to enter rooms without notice to room occupants for reasons related to safety, maintenance, alteration, security, health, violation of drug and alcohol policies, fire-code compliance, facility maintenance, violation of burning substance policy, legal, reasonable cause, or discipline. In such cases, entry shall be preceded by a knock and verbal identification.

NYCDA reserves the right to enter into any resident's room without prior notice. Entry may be made even if a resident is not present. Such entry does not include the authority to search personal belongings in a resident's desk, closet, bureau, etc. However, it does provide authority to perform necessary functions such as safety, maintenance, and room inspection. At the time of such entry, any prohibited articles that are in plain sight may be reported and confiscated.

## **TRESPASSING**

You are not permitted to enter into, attempt to gain access to, forcefully/passively access another resident's room or any other restricted area of the residence without a written permission by NYCDA. Those that attempt to gain access without express written or in-person verbal communication will be held

responsible for breaking-and-entering.

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## **ROOM CONDITION REPORT (RCR)**

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Once you move in, it is required that you complete a Room Condition Report within 24 hours of your arrival. An NYCDA Staff member will give you this form upon your check-in. Upon completion of your room condition report, the Student Life Staff will report any work requests that you noted on the report and you will receive your mailbox key. In the event you do not complete a Room Condition Report you may be liable for any pre-existing damage to the room.

You are responsible for reporting any damage that may be in your room upon move in, as the semester continues we will keep a record of any work orders reported. Failure to do so may cause you to incur damage costs at the end of your stay. To request a repair, please submit a maintenance request in the log book located at the security desk.

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## **SECURITY**

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Security personnel are posted at the entrance of the building. Do not congregate around these areas. Please be mindful of your behavior at all times and note that there are surveillance cameras throughout the building.

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## **SEXUAL HARASSMENT POLICY**

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Sexual harassment is prohibited by Title VII of the 1964 federal Civil Rights Act, New York State Human Rights Law and, in some instances, local law (for example, the New York City Administrative Code). NYCDA is committed to the principle that no employee, resident, or applicant for employment should be subject to sexual harassment. NYCDA strives to provide residences, workplaces and learning environments that promote equal opportunity and are free from illegal discriminatory practices, including sexual harassment.

### **DEFINITION OF SEXUAL HARASSMENT**

Sexual harassment is defined as sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature, whether intentional or unintentional, where:

- an individual's submission to or rejection of the conduct is made, either explicitly or implicitly, a term or condition of employment or of status in a course, program, or activity, or is used as a basis for employment or academic decision; or
- the conduct has the purpose or effect of unreasonably interfering with an individual's work performance, academic performance, or educational experience, or of creating an intimidating, hostile, humiliating, or offensive working, educational, or living environment.

### **EXAMPLES OF SEXUAL HARASSMENT**

It is not possible to list all circumstances that might constitute sexual harassment. In general, sexual harassment encompasses any sexually related conduct which causes others discomfort, embarrassment, or humiliation, and any harassing conduct, sexually related or otherwise, directed toward an individual because of that individual's sex.

Such conduct is subject to this policy whenever it occurs in a context related to the employment or academic environments, or if it is imposed upon an individual by virtue of an employment or academic relationship. A determination of whether conduct constitutes sexual harassment is dependent upon the totality of the circumstances, including the pervasiveness or severity of the conduct.

**The following examples of conduct may constitute sexual harassment:**

- Unwelcome sexual advances—whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one’s sex life;
- Comment on an individual’s body, comment about an individual’s sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons; this includes resident rooms
- Unwelcome leering, whistling, brushing against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one’s sexual experiences; and
- Discussion of one’s sexual activities.

In order to constitute sexual harassment, conduct must be unwelcome. Conduct is unwelcome when the person being harassed does not solicit or invite it and regards it as undesirable or offensive. The fact that a person may accept the conduct does not mean that he or she welcomes it.

NYCDA, its employees, and residents also must be aware of the need for freedom of inquiry and openness of discussion in their educational pursuits and must strive to create and maintain an atmosphere of intellectual seriousness and mutual tolerance in which these essential features of academic/resident life can thrive.

**COMPLAINTS**

We highly encourage you to contact your College or University – Student & Judicial Affairs Departments if you have any questions or concerns about sexual harassment, or if you wish to file a complaint of sexual harassment. However, you are strongly encouraged to contact immediately the appropriate agency listed below:

Company/School	Who to Contact	Contact Information
<b>New York City Police Department</b>		<b>Phone:</b> 646.610.5000 or by dialing 311
<b>NYC Commission on Human Rights (NYCCHR)</b>		311 or 212-306-7450 <b>Website:</b> <a href="http://www.nyc.gov/html/cchr">www.nyc.gov/html/cchr</a>
<b>NOW NYC Hotline</b>		<b>Phone:</b> 212.627.9895

**Call 911 only for emergencies and imminent physical danger to yourself or another**

If you believe you are a victim of harassment please notify a member of authority. Most schools have dedicated personnel to assist you. We also encourage you to contact NYPD and a member of the NYCDA Student Life professionals.

Exhibiting or affixing any sign, advertisement, notice or other lettering, flags or banners on any part of the outside of your room, door or the building (including signage inside your room if it can be viewed from the outside) is prohibited, as is attaching or hanging any projections (radio or television antennas, awnings, flags, banners, etc.) on the outside walls or windows of the building.

## **BULLETIN BOARDS**

Bulletin boards are located on each floor and are intended to provide a space to publicize community events and provide necessary information to the community. The information distributed via the NYCDA Student Life bulletin boards and e-boards must be done so with the consent of an NYCDA staff member. Please note that any information posted around the residence without the consent of Student Life will be removed. Vandalism of any bulletin board will be subject to disciplinary sanctions.

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## **SMOKING**

Smoking tobacco or any other substance (and including “vaping” or the consumption or use of electronic cigarettes) is not permitted in your rooms or anywhere else in the building. If you need to smoke, please do so outside the building but do not loiter directly in front the building, and do not block the entrances.

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## **SOCIAL MEDIA**

Please note that it is possible that a staff member may unintentionally encounter inappropriate resident conduct, or such conduct may be brought to the staff member’s attention by another. In general, a resident’s conduct in non-NYCDA affiliated online communities should not be subject to NYCDA disciplinary sanction unless the information relates to documented incidents which occurred within NYCDA property or the conduct seriously affects the resident’s position as a member of the community. Note, however, that this paragraph policy reflects NYCDA policy and does not necessary reflect the policies of your school.

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## **SOLICITATION**

It is prohibited to conduct any business or commercial enterprise from the building. You are prohibited from unauthorized solicitation, membership recruitment, subscription, polling, posting, placing materials underneath doors, canvassing, and commercial sale of products, services, or tickets in any residence. Additionally, under no circumstances is prostitution or escort services permitted in the residences at any time.

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## **STORAGE**

There is no extra storage space available. Please do not bring more personal property than you can keep within your room. Summer storage is also not available and anything left behind will be considered abandoned (see Abandoned Property section) and you will incur appropriate charges. You may check out local storage spaces such as City Closets or Manhattan Mini Storage for your storage needs, but NYCDA makes no representations or warranties about their services and assumes no liability for personal property stored off-site.

# **VANDALISM**

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Any resident who defaces public property or any area in any residence (or the surrounding neighborhood) will be subject to disciplinary sanction, appropriate fines, and responsible for cleaning and repairing the defaced area.

## **WINDOWS**

Even a small item that falls or is thrown out of your window can seriously injure or even kill a pedestrian. Your windows are designed to not open more than a few inches. You are not permitted to remove or tamper with these safety devices. Additionally you should NEVER throw anything out your window or place any items on the ledge outside of your window. Any violation of this policy, you will be subject to the fullest extent of the law.