2011-2012 Residence Hall Handbook

Welcome

On behalf of all my colleagues in Student Housing & Residence Life and Student Services, welcome to The New School and your new campus home! We are thrilled you are here, and I want you to know that every member of our department is committed to working with you to ensure your residential experience with us is comfortable, safe, enjoyable, and productive.

Students living in New School's residences and apartments can expect to be immersed in a vibrant social and learning environment. Our housing options provide an array of living choices from traditional undergraduate residence halls to more independent, suite-style and apartment living to meet the diversity of our undergraduate and graduate students' needs. There will be activities in each building to help get you quickly connected to other students, and to all of the services our campus offers. Our professional Student Housing staff will offer you opportunities for learning and personal development presented by knowledgeable and skilled facilitators. Your RA or Head Resident will invite you to help plan and participate in social and educational programs as well. We encourage you to take advantage of these opportunities to learn more about yourself and your neighbors, to open yourself up to new ideas, to enhance your academic and artistic performance, as well as just to relax and have fun. Meanwhile, just outside the door to your campus residence, is New York City and all of its rich cultural offerings for you to explore with your new friends.

New School students come from New York City, across the state, throughout the country, and around the world. You will be living with scholars, artists, musicians, and actors with different lifestyles, interests, talents, traditions and backgrounds. A residential community absolutely depends on the good judgment and considerate behavior of all its members. Tolerance, respect, cooperation, and personal responsibility are essential qualities for any community to function smoothly. If any members of our community forget these essential elements, our well trained live-in staff is here to quickly remind and guide them.

This handbook contains useful information about our policies and procedures, as well as helpful hints to guide you through your residential experience. We believe that by working together, your living experience will be liberating; helping you to achieve maximum results in attaining your personal and academic goals. We hope you enjoy your stay with us and we wish you the very best in all of your pursuits at The New School.

Sincerely,

Rob Lutomski Director, Student Housing & Residence Life

Student Housing & Residence Life

The Office of Student Housing & Residence Life is responsible for all residences and leased housing communities, including staffing, activities, programming, and administration. Additionally, this office is responsible for managing applications, assignments, billing, and facilities management. The Office is located at 79 Fifth Avenue, 5th Floor, and is open Monday – Friday 9:00AM – 5:00PM. The telephone number is 212.229.5459x3611 and the fax number is 212.229.5410.

A departmental directory is located in the Appendix of this handbook.

Student Housing & Residence Life Staff

Resident Assistants (RAs)

The RAs are talented and motivated student leaders who possess excellent interpersonal skills and genuine interest in helping others. RAs serve as valuable resources and are available to answer any questions regarding academic, social, or personal issues. RAs are peer counselors, acting as role models for the residents. RAs are selected in the spring semester for the following academic year.

Head Residents

Head Residents (HRs) are graduate students who assist the Area Coordinator, Residence Hall Directors, and the Office of Student Housing & Residence Life in managing our residential facilities. The HR is responsible for the well-being of the residents of his/her building and is the liaison among residents, the Office of Student Housing & Residence Life, and RA staff.

Residence Hall Directors

The Residence Hall Directors (RHD) are full-time professional staff members who work closely with the RAs and the Director of Housing, The Associate Director and the Assistant Directors to establish and maintain a residence hall environment that is conducive to the academic and personal growth of each resident and is consistent with the goals and objectives of The New School. The RHDs supervise the HRs and RAs and work with them to initiate programs and activities in the residence hall, respond to problems and emergencies of any kind, and enforce the policies and procedures that govern the building. The RHDs live in the buildings and maintain regular office hours, which are posted at the Hall Office of each residence hall.

Area Coordinator

The Area Coordinator (AC) is a full-time professional staff member who works closely with RHDs and HR staff. The AC is based out of the William Street Residence Office and works closely with the William Street HR/RA staff and resident population. Programming serves as a large functional responsibility for the Area Coordinator. The AC promotes student programming through the residence hall councils in collaboration with the Assistant Director for Residence Life and the Residence Hall Directors. The AC also serves as the designated departmental liaison with the Office of Student Development & Activities to promote and coordinate developmental programming initiatives within all residence halls.

Associate Director of Housing

The Associate Director of Housing Operations coordinates the annual housing selection process, new room assignments and assists the Director in matters related to facilities, security, and billing.

Assistant Directors of Housing

The Assistant Director for Residence Life supervises all aspects of student and professional staff selection, training, and departmental programming, and serves as a liaison to the Office of Student Rights and Responsibilities.

The Assistant Director for Summer Programs & Housing Services coordinates summer housing and conference groups and special projects throughout the year and serves as the liaison to the campus events planner.

Director of Student Housing & Residence Life

The Director of Housing supervises all aspects of the Office of Student Housing & Residence. The Director of Student Housing & Residence Life is assisted by the Associate Director, two Assistant Directors and an Area Coordinator (see

Residence Hall Emergency Response System

Each night (6:00PM to 8:00AM the next morning) in our undergraduate residences, an RA is on-duty to facilitate lockouts, work order requests, and assist with emergencies. The **RA On-Duty schedule** is posted at the Hall Office, Security Desk, and throughout each residence hall. If a resident requires emergency assistance and the RA On-Duty is not available, he/she should contact the Residence Hall Security Desk.

On weekends and during holidays when university offices are closed, an RA is **on-call for emergencies** and can be reached anytime.

In addition to the RA On-Duty in each building, the RHDs, HRs, the Area Coordinator, Associate Director and Assistant Directors of Housing are on-call during evening and weekend hours to assist with any emergencies in the dorms.

Building	Hall Office	RA On-Duty	Security Desk
13th Street	646.414.2671	646.533.7301	646.414.2699
Loeb Hall	646-414-0717	646.533.7298	646.414.2825
William Street	646.414.0232	646.533.7322	646.414.0211
20th Street	646.414.6050	646.533.7343	212.255.6152
Stuyvesant Park	(RHD) 646.414.6102 (RA/HR) 646.414.6135	917.577.8682 646.208.4528	212-253-2164
23rd Street	646.414.6050	20th Street	N/A

Community Development

Residence Life Programming

Each RA plans programs specifically for his/her floors and residential community. Additionally, Hall Councils plan building-wide programs, and the Collectives help plan programs specifically targeted for Special Interest Communities. We hope you will not only attend hall events but also participate by suggesting ideas and helping the staff with the actual planning. The more involved you are with the types of events that are planned, the more you will enjoy your residential experience.

Special Interest Communities

In all of our residence halls, except William Street, we offer Special Interest Housing communities for our residents. Special Interest Communities allow for students with the same interest and passions to live together in a community that helps to promote their shared interests. Current communities include the Music Community, the Green Community, New Global Village, Healthy Living Community and the Honors Community. The RAs on these floors will work closely with the residents to plan programs and events around the community theme. Residents on these floors are strongly encouraged to join the "Collectives", a group of residents that work closely with the RA to plan and implement programming initiatives. The Collectives are a great way to be involved with the community and to develop leadership and event planning skills. More information about Special Interest Communities can be found at www.newschool.edu/housing.

Residence Hall Meetings

Floor and/or building-wide meetings may be held several times a year. Attendance at these meetings is mandatory. You will be responsible for informing your RA if you are not able to attend a meeting. Residents are held responsible for all information discussed at any meeting they fail to attend. The purpose of these meetings is to provide all residents with important information and to have the opportunity to discuss residence hall community issues. If you miss a meeting, be sure to talk with your RA.

Hall Councils

All of our residence halls have Hall Councils that are elected each year and work closely with the RA staff to plan programs in the residence halls. Elections take place in early September in each hall and an annual retreat is held to welcome all new members on a weekend in late-September. Being involved with Hall Council allows residents to have a direct impact on their communities and also helps students to develop leadership skills. More information about Hall Councils can be obtained by stopping by your residence hall office!

Residence Life Programming Model

The Community MAP (C-MAP) programming model is provided as a guide for Resident Assistants (RAs) as they create intentional programming in necessary areas of student development. In this model, RAs are able to choose how they program and are expected to reach a pre-determined point goal each semester by earning points based on the quality of their programs. The four main areas of focus are: "C" – community programming, "M" – multicultural programming, "A" – academic programming and "P" – personal programming.

Goals:

- To produce quality programming in the residence halls that meet the needs of residents of all backgrounds and cultures and educate within multiple areas as described in each value
- To incorporate programming from other areas of the campus community and combine efforts that will broaden student's experiences
- To promote involvement by members of the larger community within the residence halls. This includes faculty, staff from other departments, student and community organizations, and additional students and professionals with knowledge in specialty areas
- To promote and include all residence hall staff in collaborative programming

The Residence Halls

Residence Hall Descriptions



13th Street Residence Hall

118 West 13th Street New York, NY 10011

The 13th Street Residence Hall is a 175-resident traditional-style residence hall on a quiet residential street. 13th Street is designated for first-year-students. Students share common floor bathrooms. The 13th Street Residence Hall Cafeteria is located in the lower level. 13th Street has a professional Residence Hall Director and 6 RAs.



Loeb Residence Hall

135 East 12th Street New York, NY 10003

Loeb Residence Hall is a 272-resident, suite-style building located in the East Village. Loeb Hall is designated for primarily upper-class undergraduate students . Loeb Hall has a professional Residence Hall Director and 7 RAs.



20th Street Residence Hall

300 West 20th Street New York, NY 10011

20th Street Residence Hall is a 200-resident suite-style residence hall located in the Chelsea district. 20th Street Residence is designated for primarily upper-class undergraduate students. 20th Street has a professional Residence Hall Director and 5 RAs.



William Street Residence Hall

84 William Street New York, NY 10038

William Street Residence Hall is a 416-resident suite-style residence hall located in the Financial District, a few blocks from the South Street Seaport. All major subway lines are within a two- to three-block radius of the residence hall, making it easy to get anywhere in the city within minutes. William Street is designated for primarily upperclass undergraduate, graduate, and AAS students. William Street has a professional Area Coordinator, a Head Resident, and 8 RAs.



Stuyvesant Park Residence

318 East 15th Street, New York, NY 10003

Stuyvesant Park Residence is 647-resident suite-style residence hall located on the East side of Manhattan within walking distance of campus. Stuyvesant Residence is designated for first-year-students and upperclass students interested in living in Special Interest Housing. Stuyvesant Park has a professional Residence Hall Director, 2 Head Residents, and 12 RAs.

23rd Street Apartments

23rd Street New York, NY

 23^{rd} Street is an apartment building in the Chelsea neighborhood of Manhattan, on 23^{rd} Street between 7^{th} and 8^{th} Avenue. These apartments are all two-person studio apartments and are designated primarily for graduate and AAS students. You must be at least 21-years-old to live in the 23^{rd} Street apartments.

The Office of Student Housing & Residence Life leases additional facilities as needed to house students.

Living in the Residence Halls & Apartments

Items You Should Bring

- Bedding/Linen
 - Sheets/Pillow/Pillow Case/Blanket(s)
 - o Towels/Washcloths
- Toiletry Items
 - Soap, Shampoo, Toothpaste, Deodorant, etc.
 - Shower caddy to carry toiletry items to the bathroom
- Things to make your room more comfortable
 - o Posters, Pictures of Friends/Family
 - Personal Mementos
- Convenience Items
 - Stereo, Radio, TV, DVD player, Computer (with Ethernet card), Ethernet cord
 - At William Street, residents have an Induction Cooker in their kitchen in place of a stove. Residents moving to William Street should bring induction cookware with them.
- Miscellaneous
 - Alarm Clock
 - o Laundry Aids (laundry bag, soap, dryer sheets, etc.)
 - o UL-listed Power Strips (with breaker switch) for electrical items
 - Flashlight

Hint: Consult with roommate(s) to avoid unnecessary duplication. This will save space in your room.

Items Not Permitted

- Any cooking appliance that does not have an auto-shutoff or timer function (buildings with kitchens)
- Hotplates (or any other cooking device with an open coil) and grills (ex. George Forman grills)

- Space Heaters
- Candles or incense
- Halogen lamps
- Window screens
- Air Conditioners (except those installed by The New School where appropriate)
- Pets of any kind (including, but not limited to, fish, birds, or any other animals that live in cages or tanks)
- Weapons (including, but not limited to, explosives, knives, chukka sticks, decorative swords, pellet guns, or firearms)
- Waterbeds
- Hookas
- Live trees of any kind
- Flammable or combustible materials like turpentine, paint remover, lighter fluid, gasoline, propane, natural gas, kerosene, motor oil, etc.
- Spray paint and fixatives

Room and Roommate Assignments

Housing information is sent to students starting in mid-July. Every effort is made to place a student in his/her first choice building and/or room type or with a roommate who shares similar interests and living habits. Unfortunately, the number of student requests far exceeds the number of available beds in a given residence hall or room type.

Generally, roommates are assigned to rooms based upon the behavioral attributes outlined in the housing application. Honest answers bear great impact upon the assignment process. Wherever possible, specific roommate requests will be granted if both parties have requested one another.

If time permits, each resident will receive the name and email address of his or her roommate before arrival. Roommates should use this opportunity to get to know one another and to discuss plans for bringing items to campus.

The Office of Student Housing & Residence Life believes that honesty, mutual respect, consideration, open communication, understanding, and compromise are the key elements in learning to live productively with a roommate. It is important to recognize that each person is unique, requiring space for privacy and freedom of expression. Roommates need not be best friends, but they must respect each other and share responsibility for their relationship.

Roommate/Suitemate Responsibilities & Agreements

Your enjoyment of life in a residence hall will depend to a large extent on the thoughtful consideration that you and your roommates/suitemates demonstrate for each other. If you are having difficulty with your roommate/suitemate(s), please talk to your RA or HR for conflict/mediation tips and/or for help mediating a discussion.

Each roommate/suitemate possesses the following rights. Additionally, each roommate is responsible to help ensure that these rights exist for their roommates/suitemates.

- The right to read, study, and sleep in their room with as little disturbance as possible.
- The right to expect that roommate/suitemate(s) will respect one's personal belongings.
- The right to a clean environment in which to live.
- The right to free access to one's room and facilities without pressure from the roommate/suitemate(s).
- The right to be free from physical or emotional harassment.
- The right to speak openly and be treated considerately and thoughtfully.
- The right to address problems and concerns in a mature manner.

Roommate Conflict Mediation Procedures

Our staff may assist individuals experiencing roommate problems. Please follow the process outlined below:

- When difficulty arises between roommates/suitemates, you should try to work out your differences by scheduling a
 room/suite meeting and filling out a roommate/suitemate agreement form.
- If the problem cannot be resolved easily, a RA should be notified.
- The RA will help to facilitate a dialogue and attempt a resolution. In the event that a resolution is not possible, the RA will notify the RHD, HR, or AC.
- The RHD, HR, or AC will review the situation to decide what the next step in the mediation process will be and consider other possible solutions.
- In a Roommate conflict situation where Housing Staff feels the conflict is irreconcilable &/or violence is a possibility, all Roommates or Suitemates involved could be relocated immediately.

Housing & Maintenance Services

Laundry Facilities

Laundry facilities are provided at Loeb Hall, 13th Street, 20th Street, Stuyvesant Park, and William Street. Residents of these buildings have access to value-card-operated washers and dryers. Please be considerate of other residents by promptly removing your laundry from the washers and dryers when finished. The 23rd Street Residence has its own laundry room in the basement-level of the building. Loeb, 13th St. and Stuyvesant Park Residents, can view laundry room and machine status online by visiting <u>laundryview.com</u>.

Lock Outs

The RA On-Duty is available during duty hours to unlock a room or suite in the event a resident is locked out. Lockouts are tracked by the staff. If a resident accumulates more than three lockouts, the resident will be charged \$25 to his/her Bursar account for each additional lockout. Lockouts after midnight are performed in emergency situations only and will automatically result in a \$25 lockout charge. Housing Staff will not open a door to a room in which a student does not live. Neither the Security Desk nor the maintenance staff may provide lockout service or access to rooms/suites.

23rd Street: When locked out at this complex, residents should first ask for assistance from the doorman to the building. He will then advise as to steps to be taken depending on the time of day.

A student who loses his/her room or mailbox key is subject to a \$100 lock change charge (or \$25 keycard replacement). If a resident loses his/her room or mailbox key (or if a key is stolen), he/she should talk to the RHD, HR, or RA on-duty immediately. Keys and key cards remain the property of The New School.

A resident may not lend nor duplicate keys or keycards to anyone. In order to promote safety and security, each resident should keep their room/suite door locked and carry their keys or keycards and ID at all times.

Mail

In most cases, mail is delivered Monday - Saturday and sorted in your building's mailboxes. Mail, packages, and/or deliveries cannot be accepted prior to check-in. Instructions regarding mailbox access and package retrieval will be available at your residence hall during check-in. The New School is not responsible for lost, stolen, misdirected or damaged mail, parcels, or packages. If you are expecting an important package, please make sure you are available to receive and sign for it when delivered by the U.S. Postal Service or other courier (e.g. FedEx, UPS, etc.).

Mail forwarding service is not provided after a resident moves to another room/suite, residence hall, or out of the dorms. Students should update all banks, magazine subscriptions, etc. when moving. Also, students should update their mailing address with The New School through the Registrar's Office or online through ALVIN (alvin.newschool.edu).

Telephones

At Loeb, 13th Street, 20th Street, Stuyvesant Park, and William Street Residence Halls, each room or suite has a telephone number and each room/suite has a telephone. Incoming toll-free, 911, and inter-building telephone service and voicemail is provided free of charge through RCN. To set up voicemail, students simply need to dial 8111 from their phones. Residents may also contract for outgoing local and long distance service by filling out the necessary paperwork at their residence hall office. The intercom system is the only way that the front desk will announce guests and/or deliveries. To reach another room with RCN telephone service, simply dial the last 5 digits of the person's phone number. If you contract for outgoing telephone service or are dialing a toll-free number, you will dial 8 + 1 + the ten digit number to each an outside line.

Students at 23rd Street Apartments who wish to arrange for local and long distance telephone service can contract through Verizon (www.verizon.com) or RCN (www.rcn.com).

Internet Access

At Loeb, 13th Street, 20th Street, Stuyvesant Park, and William Street Residence Halls, each resident is provided with an Ethernet jack for internet access. Students must provide their own properly configured computer and 10/100 Ethernet cable. For more information about system requirements, visit www.newschool.edu/at/network/dormitories or call the Help Desk at 212.229.5300 x2828.

In order to provide a secure network, the IT department requires that students have the latest system updates and anti-

virus software installed on their computers. Students must show proof of compliance by making an appointment to have an IT technician check their computers. The IT Help Desk may be reached at 212.229.5300 x2828. To ensure prompt service, make sure you leave your full name, building and room/suite number, and a call back number.

Residents of the 23rd Street Apartments may contract for Internet service in their rooms through RCN (rcn.com), Verizon (www.verizon.com) for dial-up or DSL or Time Warner Cable (www.twcnyc.com) for cable modem service.

Cable TV

Cable TV service is provided in each room/suite at Loeb, 13th Street, 20th Street, Stuyvesant Park and William Street. Simply connect your TV to the cable TV wall outlet. Channel lineups are viewable at www.rcn.com/cabletv.

Residents the 23rd Street Apartments may arrange for cable TV service through Time Warner Cable (www.twcnyc.com).

The common area lounges in each residence hall (except 23rd Street) have a television with cable TV service, as well as a DVD player for movie or television viewing.

Security & Guest Policies

A security officer is posted in each residence hall 24 hours a day. 23rd Street has 24/7 doormen on duty. The security officer monitors the guest policy and assists when emergencies arise. Each resident is required to show their valid New School identification card upon entry into a residence hall. Security officers are also responsible for enforcing the guest policy and for checking ID cards. Any attempt to argue with, intimidate or harass a guard will result in disciplinary action. Security can be reached through the room/suite intercom or by calling your residence hall's front desk. If you have any comments regarding security services, please direct them to your RHD. No student is allowed to enter or leave a residence hall by any means other than the front door. Security systems and door alarms exist at the emergency exits throughout the residence halls and on the roofs. Emergency doors are not to be propped open. If you see a stranger in a hallway, or you witness harassment by anyone, contact the residence hall staff or Security immediately. Give your name, room number and the room numbers near the location of the incident. **Do not intervene in the situation on your own.**

Security-Related Suggestions

- Do not leave your room/suite door open or unlocked, especially when you are not there.
- Do not sign in people you do not know as guests to the building.
- Each resident is responsible for his or her guests behavior and actions while in the residence hall.
- If someone or something appears suspicious, immediately contact the RA on-duty or security.
- Protect your personal property by acquiring appropriate personal property insurance coverage.

Message-Taking: The residence halls, security desks and the Office of Student Housing & Residence Life do not provide message-taking services. However, the security desks in the residence halls will accept incoming calls in emergencies.

Guest Policies: All guests must be signed in and out by the host resident at the Security Desk. All guests must provide valid photo identification (IDs may not be expired). Any request to have a guest under the age of 16 must be approved by the RHD or AC in advance.

Residents may sign up to 3 guests at a time during the day. From 10pm-8am, no more than 2 guests will be permitted per room. Any guest signing in after 10pm must fill out the After Hours Guest Registration form. A resident may only have overnight guests for a maximum of 3 nights in a 7-day period or 7 nights in a 30-day period. For additional guest policies, please refer to the Residence Hall Policies section.

23rd **Street Apartments:** There are no security guards stationed at your entrances, so students are expected to follow the honor code in relation to guests and respect their fellow residents. If a student expects an overnight guest, he/she should fill out an overnight guest form, from the central Housing Office in 79 5th Ave., fifth floor. The form requires the signatures of all suitemates consenting to the guest visit and should be turned in to the Central Housing office. All individuals must be able to be accounted for in case of emergency (ex. Fire evacuation, etc). Any student found in violation will be subject to disciplinary action and could be removed from housing. Questions should be directed to the Central Housing office.

Elevators

The passenger elevators in the residence halls are used heavily every day. Breakdowns are costly and inconvenient. Please follow these practices in order to avoid an occurrence of breakdowns:

Do not hold the elevator by holding open the door.

- If you need to hold the elevator open, use the "OPEN DOOR" button.
- Do not push the elevator doors open after they begin to shut; use the "OPEN DOOR" button or just let them close.
- Do not overcrowd the elevator cab.
- Do not smoke in the elevator cab. Smoking in the elevator will set off the fire alarms.

Disabilities-Related Accommodations

Students are encouraged to read all disability-related information in the Student Handbook and online at www.newschool.edu/studentaffairs/disability. Students with disabilities, who require disability-related housing accommodations and have not yet made an official request, should contact the Office of Disability Services (212.229.5626 x3135 or sds@newschool.edu) for detailed information as to required information and documentation. Requests and supporting documentation are reviewed by the Housing Accommodations Committee, which consists of administrators from the Offices of Student Housing & Residence Life, Student Health Services, Student Counseling Services, Student Disability Services, and Student Rights and Responsibilities. All submitted documentation is kept on a confidential basis and does not become part of a student's permanent record.

Insurance

Basic Health Insurance: All students in the residence halls are required to carry health insurance coverage. Basic Accident Insurance is provided through the Student Health Services Center. Questions about the services provided by the Student Health Services Center can be made at their office, located to 80 Fifth Avenue, 3rd Floor, or by calling 212.229.1671.

Personal Property Insurance: While every effort is made to provide a healthy and safe environment, the Office of Student Housing & Residence Life assumes no responsibility for the personal property of students. This includes damage, loss, theft, fire, water damage, flooding, or personal injury. Students are strongly advised to have all of their personal property protected against theft and other loss by an appropriate individual or family insurance coverage. If your parents have a policy for their home or apartment, ask whether your room can be included in that policy.

Repairs & Damage Billing

Repair Reporting Procedures: Residents should report all maintenance problems to their Residence Hall Office, or to the RA on-duty. The RA will provide you with a Maintenance Work Order form to fill out. Residents should not attempt to make maintenance repairs themselves. Maintenance staff is available to attend to routine matters. Do not let a routine maintenance matter become an emergency. Emergencies are costly to rectify and result in great inconvenience to all.

Emergency Maintenance Requests: Residents should report maintenance emergencies to a member of the residence hall staff immediately. During daytime hours, if residence hall staff is unavailable, alert the security guard in the lobby of your building.

Extermination Requests: Residents may not refuse a visit by the university's contracted exterminator unless a medical exemption is on file at the Office of Student Housing & Residence Life. A room that is passed over may adversely affect the entire residence hall community. Students are required to move their furniture away from the walls when the exterminator visits.

Room Condition Reports (RCRs)

Each resident will receive a Room Condition Report (RCR) form at check in. This form should be reviewed and completed immediately and carefully. It will be used again at check out to determine any damage costs. The RCR must be signed and returned to the RA within 24 hours after check in, preferably right upon check-in. Failure to do so will result in liability for all room damages including those present at check in.

Property and Common Area Damages

Rooms/suites should be kept clean and in good condition. Each resident is responsible for maintaining a safe and healthy living environment, which includes a clean and hazard-free room/suite. Any damages beyond normal wear and tear noted on the RCR will be charged to the resident's Bursar account. When responsibility for damages cannot be determined, the damage charge will be split equally between the roommates and/or suitemates. All residents of a floor or building may share joint responsibility for loss or damage to common areas. Disciplinary action may be taken against residents who are involved in deliberate damage.

Furniture

Furniture provided by the university may not be removed from rooms, suites, lounges, or common areas. Residents are

not allowed to bring in any outside furniture to their rooms. Special needs must be addressed with the RHD or Area Coordinator. To have an exception considered you must be able to produce a receipt to prove that the furniture was purchased and is in new condition.

Windows

Students may not place any items in their windows or on window ledges. This includes, but is not limited to, air conditioners, window screens, fans, plants, etc. Any item that has been installed by the university as a fixture of the residence hall (including, but not limited to, air conditioners, safety bars, etc) may not be removed.

Any student found responsible for having placed an item in a window, having an item fall from a window, or throwing an item from a window will be subject to disciplinary action, which may include removal from university housing.

Any student found responsible for entering or exiting a building through a window will be subject to disciplinary action, which may include removal from university housing. Fire escapes may be used during emergency situations only.

Decorations

Students are encouraged to decorate their rooms in a way that is pleasing to them; however, painting and/or permanent alterations to rooms/suites are not permitted. The use of screws, bolts, nails, tacks, glue, or other adhesive on furniture, walls, ceilings, woodwork, or doors is prohibited. Any material that leaves marks on walls or furniture is not permitted. Application of wallpaper, wall-paneling, or the installation of exterior antennas or aerials are not allowed. Damages to walls or other surface areas will be assessed at check-out time and charges will be issued to cover the cost of repair.

All decorations must be non-flammable materials and may not cover or block exits, exit signs, lights, fire extinguishers, carbon monoxide detectors, or ceilings. Live trees are not allowed. Decorations may not be attached to fire safety equipment (such as sprinklers, fire alarms, emergency strobe lights, etc.). Neon signs may not be mounted in windows. Decorations are permitted on room/suite doors, but cannot restrict entry or egress.

Room Inspection / Room Entry

Two to three times a semester, Housing and Maintenance staffs conduct inspections of common areas and rooms/suites for safety, health, inventory, and damage assessment purposes. Rooms also may be entered to determine necessary repairs and to exterminate pests. Whenever possible, students will be notified before entry. The Office of Student Housing & Residence Life believes in the right to privacy. However, if a situation warrants, Housing staff reserve the right to enter a room or suite without notice. Such 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 Assistant Director for Residence Life.

Residence Hall Damage Assessment

Below are the estimated charges for any extra cleaning or damage to university property. These charges are subject to change at any time based on expense of repairs and services rendered. Damages are usually assessed when a resident checks out. To avoid charges, report any discrepancies on your Room Condition Report and complete a Work Order so that repairs and replacements can be made.

Damages: Structural		
Window	\$200	
Wall holes	\$50 per hole	
Bathroom Sink	\$300	
Telephone/Ethernet Jack	\$80 per jack	
Floor	\$450 per room	
Toilet	\$400	
Shower/Tub	\$600	
Kitchen Sink	\$300	
Kitchen Cabinets \$400 per ca		
Damages: Furniture		

Table	\$250
Chair	\$100
Bed frame	\$200
Mattress	\$150
Dresser/Wardrobe	\$450
Desk, including hutch	\$400
Ladder	\$120
Damages: Fixtures	
Light fixture	\$50 per fixture
Window blinds/curtains	\$100 per panel
Door frame	\$500 per door

Door Lock	\$100 per lock	
Smoke & CO Detectors	\$75 per detector	
Bathroom Mirror	\$75 per mirror	
Trash Can \$40 per can		
Damages: Appliances		
Stove	\$550	
Refrigerator	\$800	

Microwave Oven	\$250	
Painting Charges		
Wall	\$250 per wall	
Entire Bedroom	\$500	
Entire Common Area	\$700	
Bathroom	\$400	

Residence Hall Community Management

The following policies outlined in the Code of Conduct and the Non-Academic Disciplinary Procedures are accurate as of August, 2011. If there are changes to these or other policies, all of the necessary and up-to-date information can be found on the Office of Student Rights and Responsibilities website at http://www.newschool.edu/studentservices/rights/. This link also provides access to other University Policies including the Sexual Harassment Policy, Discrimination Policy and the Disability Anti-Discrimination Complaint Procedures for Students.

Student Code of Conduct

Date Modified April 2, 2008

I. Introduction

As an institution of higher learning, the university affirms certain basic principles and values that are, in the fullest and best sense of the word, educational. The university is also a community and in that regard, upholds certain basic principles and standards of behavior that underlie its educational purpose. These include the recognition and preservation of basic human dignity, the freedom of expression, equal opportunity, and civil discourse, a sustained atmosphere of safety, respect for policies, rules, regulations, and standards set forth by the university, its academic divisions, and the federal, state, and city governments.

The Student Code of Conduct is designed to protect and promote these principles and standards of behavior that are in keeping with our educational mission. Formal disciplinary proceedings and penalties have a role subordinate to informal conversation and discussion, constructive advice and counsel, and supportive guidance. The Student Code of Conduct supports an environment where sensitivity, tolerance, and respect are sustained for members of the university community and its neighbors. All students at the university are expected to abide by the Student Code of Conduct. II. Conduct violations

A. University-wide Violations

The following actions are considered violations of the Student Code of Conduct and are subject to sanctions imposed in accordance with the Non-Academic Disciplinary Procedures of the university.

1. GENERAL MISCONDUCT

Conduct unbecoming of a student member of the university community.

2. DISORDERLY CONDUCT

Disorderly conduct includes, but is not limited to, lewd, indecent or obscene behavior on university owned or controlled property or at university sponsored functions; conduct that is unreasonable in the time, place, or manner in which it occurs; and/or obstruction or disruption of university sponsored activities; or conduct which adversely affects the student's suitability as a member of the university community or which is inconsistent with the mission of the university.

3. HARASSING CONDUCT

Verbal or written actions that are abusive to any person, or any other conduct which threatens or endangers the physical, emotional health, or safety of any person on university owned or controlled property or at university sponsored functions.

4. PHYSICAL HARASSMENT

Physical harassment, includes but is not limited to inappropriate touching, of any person or similar conduct that threatens or endangers the physical or emotional health, or safety of any person on university owned or controlled property or at university sponsored functions.

5. FRAUD

Knowingly furnishing false information to the university administration, faculty, or staff.

6. FORGERY

Forgery, alteration or misuse of university documents, records or identification.

7. FALSE ALLEGATIONS

Filing and/or sharing of knowingly false information about another member of the community with faculty, staff, or other members of the university community.

8. THEFT

Possession of or involvement with stealing of property belonging to another member of the university community.

9. DAMAGE TO PROPERTY

Damage to property of the university, or that of a member of the university community or campus visitor, while on university property or at university sponsored activities including, but not limited to, walls, classrooms, and residence halls.

10. VANDALISM

Intentional damage, destruction, or defacement of property including, but not limited to walls, classrooms, and residence halls.

11. DRUGS

Use or possession of narcotics or dangerous drugs or of any illegal or controlled substances, except as expressly permitted by law, on university owned or controlled property or at university sponsored functions. Furthermore, students are prohibited from the on-campus possession of any type of paraphernalia associated with the use of drugs (i.e., scales, bongs, pipes, etc.).

12. DRUGS - DISTRIBUTION

Distribution or the manufacture of narcotics or dangerous drugs or of any illegal or controlled substances, except as expressly permitted by law, on university owned or controlled property or at university sponsored functions. Furthermore, students are prohibited from the on-campus possession of any type of paraphernalia associated with the use, distribution, or sale of illegal substances/narcotic drugs (i.e., scales, bongs, pipes, etc.).

13. ALCOHOL

Use, possession, or distribution of alcoholic beverages, except when authorized by the Office of the Assistant Vice President for Student Affairs for a particular function, on university owned or controlled property or at university-sponsored functions is prohibited. Furthermore, the sale, distribution, or procurement of alcoholic beverages for anyone who is under the age of 21; the use of false identification to procure alcohol; and the possession on campus of any type of paraphernalia associated with the consumption of alcohol is expressly prohibited. Alcohol possession and use is prohibited in the Residence Halls by those students under the age of 21 and in dry residences as outlined in the Residence Hall Handbook. This pertains to empty bottles used for decoration, academic projects, or other purposes.

14. PUBLIC INTOXICATION

Public disruption due to intoxication or drunkenness from consumption of alcohol, narcotics, or dangerous drugs.

15. HAZING

Recklessly subjecting any person to the risk of bodily harm, or severe emotional distress, or causing or encouraging any person to commit an act that would be a violation of law or university regulations, for the purpose of initiating, promoting, fostering, or confirming any form of affiliation with a student group or organization. The express or implied consent of the victim is irrelevant in determining whether or not there has been a violation.

16. UNIVERSITY FACILITIES

Unauthorized entry or use of university facilities.

17. RESTRICTED/UNAUTHORIZED AREAS

Students are not allowed on the roof, ledges, or fire escapes of any university building or residence hall.

18. KEYS

Unauthorized possession, duplication or use of keys or key cards to university facilities including residence halls. Giving of keys and key cards to another individual including other residents and guests.

19. WEAPONS

Possession, display, use or distribution of any weapon such as a firearm, knife, etc., or any item used as a weapon or of such a nature that it is intended for use as a weapon, except with expressed university authorization, on university owned or controlled property or at university sponsored functions.

20. FIRE SAFETY

Tampering with or misuse of fire alarms, fire exits, fire-fighting equipment, smoke/heat detectors, sprinkler systems, and other safety devices on university grounds; causing or creating a fire; and the use of all open flame devices such as, but not limited to, sternos, incense, kerosene lamps, and barbecue grills; failure to evacuate a building at the sound or activation of the fire alarm system; and the use of any and all fireworks.

21. NON-COMPLIANCE

Failure to comply with directions of university officials acting in the performance of their duties.

22. UNIVERSITY IDENTIFICATION

Misuse or transfer of university identification documents. This includes but is not limited to, the transfer of university identification documents to gain entry to university buildings, and/or to procure any university services. Failure to obtain and provide an up-to-date, official student ID for entry to university buildings.

23. GAMBLING

Gambling in any form anywhere on campus.

24. SMOKING

Smoking cigarettes, cigars, etc. is prohibited in all university buildings.

25. PETS

All pets are prohibited on university property, including residence halls.

26. UNREASONABLE AND EXCESSIVE NOISE

Creating noise as deemed unreasonable or excessive by university staff on university owned or controlled property, including but not limited to noise that can be heard beyond a student's room or suite. The playing of musical instruments in areas other than those deemed appropriate by the university for such activities.

27. UNAUTHORIZED POSTING

Posting of announcements and other publicity items at the university that are not in accordance with the guidelines set forth by the Office of Student Development and Activities (OSDA) and/or the appropriate department within the school or division. Announcements and publicity items to be posted on Residence Hall bulletin boards must be submitted to the Residence Hall Director for approval prior to posting. Approved items may only be posted in designated locations.

28. UNAUTHORIZED SOLICITATION AND BUSINESSES

Soliciting or canvassing on university owned or controlled property without prior approval. Authorization for canvassing in the Residence Hall is given only to recognized university groups or organizations. Solicitation is not permitted in the Residence Hall without the advanced written permission of the Office of Student Housing and Residence Life. If a solicitor disturbs a resident, a member of the residence life staff must be contacted immediately. Students are not allowed to conduct businesses on campus or in the residence halls. Businesses, as defined by the Student Code of Conduct, pertain to any service provided in exchange for cash, services, or any other form of benefits.

29. SAFETY OF OTHERS

No person shall create conditions that endanger or threaten others or their property, or create a health hazard or nuisance.

B. Residence Hall Specific Violations

All violations listed in Section A. apply to students residing in residence halls as well as their guests. The following

additional actions are also considered violations of the Student Code of Conduct and are subject to sanctions imposed in accordance with the Non-Academic Disciplinary Procedures of the university.

Definitions: As used in this document, the term "Residence Hall" means any building, room, facility, or premises owned and/or operated by the university for use as a dormitory, whether by lease or by contract, to students enrolled at the university.

"Resident" means any student, whether undergraduate or graduate, occupying a space in a Residence Hall.

1. FAILURE TO COMPLY WITH HOUSING CONTRACT & REGULATIONS

Failure to comply with regulations set forth in the Residence Hall Handbook, the Housing Contract, and as set forth by the Office of Student Housing and Residence Life. Failure to comply with official requests from university staff, including but not limited to housing and security staff, in the performance of their duties.

2. GARBAGE AND OTHER HEALTH HAZARDS

Failure to keep rooms and shared common areas reasonably neat and orderly as determined by university staff. Failure to keep such areas free of excessive trash and floor space free from debris and other hazards. The creation of an environment that presents a health and safety risk to other members of the community and/or that endangers or threatens others or their property, or creates a health hazard or nuisance.

3. GUEST POLICY VIOLATIONS

Failure to abide by the University Student Housing Guest Policy as set forth in the Residence Hall Handbook.

4. SAFETY PRECAUTIONS

a. Windows

No person may place objects on the outside, or inside of windowsills. No objects of any kind are to be thrown from or at the windows. Removal of screens, window locks, or window guards, is prohibited.

b. Prohibited Items

The following are NOT permitted in the Residence Hall: cooking appliances with exposed elements (open coil); hot plates; candles of any kind; incense and incense burning devices; use of roller blades/skates, skateboards, or bicycles in the hallway or on any university property; mopeds or motorcycles; live trees of any kind; changes to electrical wiring, heating, or alarm systems; and other items as deemed not appropriate by university staff.

c. Cooking

In accordance with New York State Health Codes, students may not cook in their bedrooms. In certain Residence Halls, kitchenettes are provided for this purpose. Where provided, cooking equipment must be properly maintained and cleaned.

C. Academic Dishonesty

1. DEFINITION

Academic Dishonesty is any act, which allows a student to gain an unfair advantage over other students. This includes, but is not limited to, copying, plagiarism, collaboration, alteration of records, use of restricted aids, unauthorized use of proprietary material, bribery, and lying.

2. DIVISIONAL RESPONSIBILITY FOR ACADEMIC DISHONESTY

- a. The academic division in which the student is enrolled has primary responsibility for the adjudication of all infractions involving Academic Dishonesty.
- b. It is the responsibility of the student to become familiar with the Academic Dishonesty policy in effect in the division in which the student is enrolled.
- D. Rights and Expectation of The New School
- 1. The university reserves the right to enter rooms at any time without a search warrant for the purpose of maintaining safety and security standards, to enforce health regulations, to follow through with disciplinary action, to maintain the orderly operation of the Residence Halls, and to respond to emergency situations.
- 2. The university reserves the right to require students to change rooms or Residence Halls, without notice, when

necessary.

- 3. The university reserves the right to notify parents of a student's violation of the Student Code of Conduct.
- 4. The university reserves the right to hold students financially responsible for all losses and damages to university property.
- 5. The university expects each student to be responsible for securing his/her personal property. The university will not be responsible for the loss, theft, or damage to personal effects of students and their guest(s). Residents are strongly advised to obtain the appropriate homeowner or renter insurance coverage on valuables.
- 6. The university expects students to comply with any instruction from a clearly identifiable university official, performing his or her duties in the enforcement of application of university policy. Students are expected to show their university identification card upon request to any Residence Hall staff person and other appropriate university official, performing his/her duties in the enforcement or application of university policy.
- 7. The university reserves the right to amend the Student Code of Conduct and the Non-Academic Disciplinary Procedures at any time.

Non-Academic Disciplinary Procedures Adopted April 26, 2005

I. General Provisions

A. Purpose

The University Non-Academic Disciplinary Procedures are designed to facilitate fact-finding and to review incidents involving violations of the University *Student Code of Conduct*. It is not intended to create an adversarial court-like proceeding.

B. Disciplinary Authority

- 1. Disciplinary authority is vested in the Senior Vice President for Student Services as the designee of the President of the university.
- 2. The Non-Academic Disciplinary Procedures are administered by the Office of Student Rights and Responsibilities (SRR). The Office ensures the fair and dutiful administration of the disciplinary process in the review of incidents involving violations of the *Student Code of Conduct*.

C. Violation of Law/Off Campus Conduct

- 1. Students of the university are subject to local, state, and federal laws. As a general rule, the university will not institute disciplinary procedures when a student of the university has been charged off-campus with a violation of a local, state or federal law. However the university reserves the right to invoke its disciplinary procedures.
- 2. Students are subject to reasonable disciplinary action deemed appropriate, including suspension and expulsion, for breach of federal, state or local laws or university rules or regulations off-campus when such conduct is likely to have an adverse effect on the university, on the educational process, or affects the student's suitability as a member of the academic community.

II. University Sanctions

The university is committed to providing an environment where sensitivity, tolerance and respect are sustained for members of the university community and its neighbors. Imposed sanctions are intended to facilitate these goals. While they may initially be perceived as authoritative or punitive, their purpose is to promote an environment in which good citizenship can flourish among and between students and other members of the university community.

A. General Provisions

- 1. The sanctions listed below are recognized by the university in holding students accountable for violations of the *Student Code of Conduct*. It is understood that previous violations may be considered in determining sanctions.
- 2. Students are held responsible for the actions of their guests while on campus. Sanctions may be issued to the host when a guest is not a student of the university.
- 3. Students are strongly advised and encouraged to consult with the Student Ombuds for a neutral and confidential

appraisal of their rights and responsibilities under the *Student Code of Conduct* and the Non-Academic Disciplinary Procedures.

4. Failure to comply with imposed sanctions subjects the student to further disciplinary action.

B. Immediate Suspension Authority

1. EMERGENCY SUSPENSION

The President of the university, or an university officer authorized by the President, may impose upon a student an immediate emergency suspension when, in the judgment of the President, such action appears necessary for reasons relating to a student's physical or emotional safety and well-being, for reasons relating to the safety and well-being of members of the university community, or to prevent damage or theft of university property.

2. INTERIM SUSPENSION

The President of the university, or an university officer authorized by the President, may impose upon a student an immediate interim suspension when, in the judgment of the President, such action appears necessary to deal with a continuing disturbance by a student(s), an interference by a student(s) with any university activity, or with the free movement of any member of the university community.

3. SCOPE OF SUSPENSION

Emergency or interim suspension may be an academic suspension, in which case the student has no right to attend classes, to take exams, or to receive grades. Suspension may also apply to other student privileges including residing in university Residence Halls, attendance at and participation in university functions, admission to university premises, or any combination of the above, unless the student's presence or participation is explicitly authorized by the President or the President's designee. Suspension does not constitute termination of the student's matriculation in the university.

4. DURATION OF SUSPENSION

Interim or emergency suspension may remain in effect until the Disciplinary Review Panel has taken action with regard to the student. However, the suspension may be lifted earlier by action of the President or the President's designee.

5. EXPEDITED HEARING

A student suspended under the interim or emergency authority may request an expedited hearing before the Disciplinary Review Panel. The panel shall schedule a hearing within forty-eight (48) hours of the request or as soon thereafter as possible.

C. Sanctions

1. ORAL WARNING

Verbal notification to the student that repetition of the wrongful conduct may be cause for more severe sanctions, and a clear instruction to desist.

2. WRITTEN WARNING

Written notification to the student that continuation or repetition of the wrongful conduct may be cause for more severe disciplinary action within the period of time stated. A copy of the written warning letter will be placed in the student's file.

3. FINES

Sum to be paid by the student to the university or another specified body. Failure to do so will result in the withholding of a student's transcript and/or denial of either graduation or continued enrollment at the university.

4. RESTITUTION

Reimbursement for damage or loss to either university or individual property. Failure to do so will result in the withholding of a student's transcript and/or denial of either graduation or continued enrollment at the university.

5. COMMUNITY WORK

Assignment of a specific number of hours of community service work to be accomplished in a specific time.

6. DISCIPLINARY PROBATION

Written notification to the student that he/she is in official jeopardy. A further violation of the *Student Code of Conduct* while on disciplinary probation may result in suspension or expulsion.

7. RESTRICTION

Denial of the use of certain university facilities or the right to participate in certain activities or privileges for a specified period of time.

8. TERMINATION OF HOUSING PRIVILEGE

Withdrawal of the opportunity and ability to reside in a university-owned or -operated Residence Hall. All residents should be aware that, as outlined in the Housing Contract and License Agreement, any student dismissed from the Residence Halls for disciplinary reasons is not entitled to a refund of his/her housing charges, including the deposit. 9. SUSPENSION

Exclusion from class, exams, and all functions of the university for a stated period of time. Suspension may require

petition for readmission.

10. EXPULSION

Dismissal from the university. The student may not attend classes or take any examinations and must vacate university property by the effective date of expulsion. Readmission will not be considered.

III. Initiation of Disciplinary Proceedings

A. Complaint Procedure

1. FILING AN INCIDENT REPORT

An incident report is a detailed, written description of an alleged violation. Any member of the university community may report an alleged violation of the *Student Code of Conduct* in writing to the Office of SRR. Complaints must be filed within sixty (60) days of the incident that precipitated the complaint. Incident report forms are available from the Office of SRR and from the Office of University Housing.

2. PRELIMINARY REVIEW OF COMPLAINT

Upon receipt of the written incident report, the Office of SRR is authorized to conduct a preliminary review of the complaint by questioning persons thought to have knowledge of the particular incident, including the alleged violator. If a person alleged to have violated the University *Student Code of Conduct* is questioned, he/she must be informed that he/she is being investigated and of the nature of the related incident.

3. NOTIFICATION OF COMPLAINT

If the Office of SRR finds that there is sufficient information or basis to support the complaint, the alleged violator will be notified of the complaint in writing (by mail, certified mail, hand-delivered or email).

4. DISMISSAL OF A COMPLAINT

If the Office of SRR finds insufficient information or basis to support the complaint, the Office is authorized to dismiss the complaint. The Office of SRR decision to dismiss a complaint is final.

B. Review of Complaints

1. DISCIPLINARY REVIEW MEETING

After the student has been given notice of the complaint, the Office of SRR may hold a disciplinary review meeting with the student alleged to have violated the *Student Code of Conduct* and the person submitting the incident report, if necessary, to determine all the facts surrounding the incident. The Office of SRR will meet with all parties on a one-on-one basis.

2. LEVEL I REVIEW

- (a.) If in the judgment of the Office of SRR the nature of the alleged violation is unlikely to result in the suspension or expulsion of the student from the university, the Office is authorized to review the matter. The procedures to be used in reviewing the matter will be determined by the Office of SRR. The alleged violator will be given reasonable opportunity to comply with the process.
- (b.) Where appropriate, the Office of SRR may offer the parties to an incident the opportunity to resolve the matter through mediation. If mediation fails to yield a favorable resolution, the Office reserves the right to proceed in a more formal manner.
- 3. LEVEL II REVIEW
- (a.) If in the judgment of the Office of SRR, the nature of the alleged violation is likely to result in the suspension or expulsion of the student from the university, the Office will forward the matter to the Office of the Senior Vice President for Student Services for review.
- (b.) The Office of SRR, at its discretion, may also refer matters to the Office of the Senior Vice President for Student Services. This may not necessarily result in suspension or expulsion from the university if the Office believes it would be in the best interest of all concerned to do so.
- (c.) The Senior Vice President or his/her designee will review the complaint to determine whether or not emergency or interim suspension is appropriate or necessary. If it is determined that either emergency or interim suspension is appropriate or necessary, the process outlined in Section II.B will be followed.
- (d.) If it is determined that either emergency or interim suspension is not appropriate or necessary, the Senior Vice President or his/her designee will notify the alleged violator of the date, time, and place of the disciplinary review by a Disciplinary Review Panel. The procedures to be used in reviewing the matter will be determined by the Disciplinary Review Panel. The alleged violator will be given reasonable opportunity to comply with the process.
- (e.) The alleged violator may waive the disciplinary review by the Disciplinary Review Panel, in which case the Senior Vice President or his/her designee will review the complaint and make a determination of responsibility, if appropriate.
- (f.) If the matter is referred to a Disciplinary Review Panel for its review, the Panel shall meet and review the complaint. The Panel will make a recommendation which will be sent to the Senior Vice President or his/her designee for his/her consideration.
- (g.) The Senior Vice President or his/her designee will review the recommendation of the Disciplinary Review Panel, and

make a determination

of responsibility, if appropriate.

- 4. Failure to respond and/or participate in either a Level I or Level II Review will result in a decision being made in the student's absence.
- 5. Students may not be represented by attorneys in either a Level I or Level II Review.
- 6. The Disciplinary Review Panel will consist of five (5) members of the university community to be selected by the Senior Vice President for Student Services or his/her designee in consultation with the Deans of the various academic divisions.

IV. Appeal Process

A. Timing for Appeals

- 1. Once review proceedings are completed and a sanction imposed, the sanctioned student has the right to appeal on the grounds listed in section IV. B.
- 2. Appeals must be filed in writing to the Senior Vice President for Student Services or his/her designee within ten (10) school days of receipt of a decision. Sanctions imposed will remain in effect pending appeal.
- 3. The appeal shall specify the basis of the reasons for appeal.
- 4. Failure to file a timely written appeal shall constitute a waiver of any right to appeal.

B. Grounds for Appeal

- 1. A decision may be appealed if it can be clearly and specifically demonstrated that sufficient grounds exists to show that the sanctioned student was denied a fair review.
- 2. Sanctions may be appealed only when it can be specifically demonstrated that there is a flagrant discrepancy between the infraction and the

imposed sanctions.

3. Sanctions may be appealed if they cause undue hardship on the student's ability to continue or pursue his/her course of study and/or stay in school.

C. General Provisions

- 1. Students are responsible for strict adherence to all deadlines and procedures for the filing of appeals.
- 2. No new information shall be considered on an appeal.
- 3. Documents filed in an appeal shall constitute a part of the record.
- 4. All documents relating to the proceedings from which the student is appealing shall be available to the Senior Vice President for Student Services or his/her designee.

D. Review of Appeals

- 1. The Senior Vice President for Student Services or his/her designee shall be responsible for reviewing all appeals.
- 2. The procedures to be used in reviewing an appeal and for providing notification of the decision will be determined by the Vice President for Student Affairs, or designee. The student filing the appeal will be given reasonable opportunity to comply with the process.
- 3. The decision of the Senior Vice President for Student Services or his/her designee is final.

V. Student Organizations

Student organizations, which are officially recognized by the university, shall be prohibited from engaging in, or authorizing its members to engage in, any actions which are considered violations of the *Student Code of Conduct*.

A. Procedures

- 1. The Office of Student Rights and Responsibilities is authorized to investigate complaints against student organizations and, if necessary, charge the organization for violation of the *Student Code of Conduct*.
- 2. Charges will be served on the principal officer of the organization. The organization must respond in writing within

five (5) school days of receipt of the notice.

- 3. The charged organization may request an extension in the response period. Such a request must be in writing and must be received by the Office of SRR within five (5) school days of the receipt of the notice. The length of the extension will be determined by the Office of SRR.
- 4. Failure to submit a timely response will constitute an admission of the allegations stated in the notice and may result in the imposition of sanctions.
- 5. The Office of SRR may suspend the activities of the charged organization pending the review of the complaint.
- 6. The Office of SRR will review the charges and response from the charged organization to determine whether or not the organization violated the *Student Code of Conduct*. Where it has been found that the organization violated the *Student Code of Conduct*, the Office will determine the appropriate sanction.

B. Sanctions

- 1. Any student organization found in violation of the *Student Code of Conduct* shall be subject to revocation of their charter to operate. The Office of SRR may impose a lesser sanction as deemed appropriate.
- 2. Disciplinary sanction of a student organization will not preclude disciplinary action for an individual student if he/she is specifically charged in the same incident. Charges against individual students will be adjudicated under the process as outlined in Section III.

C. Appeals

The Senior Vice President for Student Services or his/her designee shall hear appeals for the decisions made regarding student organizations using the procedures described in Section IV.D.

Sexual Assault Policy

Statement of Purpose

The New School is committed to creating and sustaining a university environment in which students, faculty, and staff can study and work in an atmosphere that is open, healthy, safe, and unhampered by discrimination. Consistent with this commitment and in keeping with federal and state law requirements, it is the policy of the university that sexual assault and sexual exploitation will not be tolerated. Non-consensual sexual conduct and other forms of sexual violence can be traumatizing and detrimental to a person's learning experience and total health and has no place in our community. The New School will take any and all action needed to prevent, correct, and discipline behavior that violates this standard of conduct. Due diligence will be used to ensure the disciplinary review and any appropriate action be taken in as expeditious manner as possible. The university will make every effort to provide assistance and support to the victim of sexual assault in a thorough, consistent, and sensitive manner.

Sexual Assault is a serious problem on college campuses throughout the country. To counteract this problem, the university provides educational and preventive programs, resources for individuals dealing with sexual assault, and accessible methods of complaint resolution.

Definition of Sexual Assault

The university defines sexual assault as follows:

- Non-consensual Sexual Intercourse or Sexual Contact which includes any non-consensual oral, anal, penal, vaginal penetration, with any object, by an individual or group upon an individual or group, without consent. It also includes any intentional sexual touching (intentional contact with the breasts, buttocks, groin, or genitals, or touching another with any of these body parts, or making another touch you or themselves with or on any of these body parts; any intentional bodily contact in a sexual manner, though not involving contact with/of/by breasts, buttocks, groin, genitals, mouth or other orifice), with any object, by an individual or group upon an individual or group, without consent.
- Sexual Exploitation which includes when a student takes non-consensual or abusive sexual advantage of another for his/her own advantage or benefit, or to benefit or advantage anyone other than the one being exploited, and that behavior does not otherwise constitute one of the other sexual assault offenses. Examples of sexual exploitation include, but are not limited to: Prostituting another student; Non-consensual video or audio-taping or photographing of sexual activity; Unauthorized posting or distribution of materials involving the sexual

activity of another person(s); Going beyond the boundaries of consent (such as voyeurism or secretly watching others); Tampering with birth control or condoms; Knowingly transmitting a sexually transmitted infection or HIV to another student.

This definition includes conduct that may be considered criminal under the New York State Penal Code. New York State Law contains the following legal provisions defining the crimes related to sexual assault which can be viewed at the following site: http://ypdcrime.com/penal.law/article130.htm

Definition of Consent

The presence of consent involves explicit communications and mutual approval for the act in which the parties are/were involved. A sexual encounter is considered consensual when individuals willingly and knowingly engage in sexual activity. Consent can be revoked at any time for any reason. Consent is active, not passive: lack of resistance, physical or verbal, does not imply consent, nor does silence, in and of itself, imply consent. It must be given for every act and for every time that the act occurs, regardless of history, past behaviors, or reputation. In order to give effective consent in New York State, one must be of legal age (17).

Consent cannot be procured by use of pressure, manipulation, compelling threats, intimidating behavior, substances and/or force, nor can it be given if an individual is mentally or physically incapacitated by alcohol or other drug use, unconsciousness, mental disability, asleep, and/or involuntary physical restraint. Intoxication does not excuse behavior that violates this policy.

Reporting Procedures

Students are encouraged to speak to staff at the university to file a report of sexual assault. Students have the right and can expect to have incidents of sexual assault taken seriously by the university when reported, and to have those incidents investigated and properly resolved through administrative procedures.

To file a report, a New School employee, whether staff or faculty, should report the sexual assault to the Senior Vice President for Human Resources or to the Office of the General Counsel.

A student should file a report of sexual assault to any of these university offices:

- Student Support and Crisis Management 79 Fifth Avenue, 5th Floor 212,229,5900 ext. 3189 or x3710
- Student Rights and Responsibilities¹
 79 Fifth Avenue, 5th Floor
 212.229.5349
- Campus Security
 55 West 13th Street, Mezzanine Level
 212.229.7001 (24 hours)

Once a report is filed the university official receiving the report or another appropriate official will provide the following information:

- Clear explanation of the university investigative and hearing procedures
- Where to access medical care
- Information about legal options
- Where to access support services on and off campus

There may be circumstances in which the university must take immediate action to protect the university community, prior to a formal hearing. Actions such as interim suspension and/or removal from housing may be deemed necessary by a senior university official.

After reporting sexual assault a student may request the following:

- Change of on-campus housing assignment or exploration of alternative housing
- Transfer to a different class sections when available, without academic penalty
- Determine feasibility of incompletes or leave of absence

¹ The Assistant Vice President for Student & Campus Life is the University's Title IX Coordinator.

After filing a report if a student expresses reluctance or unwillingness in proceeding, the university, in accordance with the belief that a victim of sexual assault should be given this right, may comply with this request after appropriate investigation, as long as doing so maintains the health and safety of the university community.

Removing Barriers to Reporting

The university encourages the reporting of code of conduct violations and crimes. Sometimes, victims are hesitant to report to university officials because they fear that they themselves may be accused of policy violations, such as underage drinking, at the time of the incident. To encourage reporting, the university pursues a policy of offering victims of sexual assault limited immunity from policy violations related to the incident, this also extends to students who offer help and assistance to others in need. While violations cannot be completely overlooked, the university will provide educational options (e.g. utilizing university support resources) rather than punishment, in such cases.

Confidentiality

When a report is filed, every effort will be made to protect a student's privacy, and sharing of information will be on a need-to-know basis only. If a student seeks to make a confidential disclosure, this can be made to a medical or mental health professional, as protected by law, either on campus at Student Health Services or off campus (see resource section at end of this policy).

Investigative and Hearing Procedures

For the purposes of this Policy, the student making the complaint of sexual assault will be referred to as "the accuser" and the student alleged to have committed the assault will be referred to as "the accused." Complaints will be investigated and processed expeditiously.

Complaints of sexual assault will be reviewed under the Non-Academic Disciplinary Procedures (hotlink) and handled as a Level II Review. Under Section III.B.3 (e) of the Non-Academic Disciplinary Procedures, if the accused accepts responsibility for the alleged violations, the accused may waive the disciplinary review by the Disciplinary Review Panel. The Senior Vice President for Student Services or his/her designee will then determine sanctions, if applicable.

If the accused does not accept responsibility or accepts responsibility but does not waive his/her right to a disciplinary review by the Disciplinary Review Panel, the Assistant Vice President for Student and Campus Life will convene the panel. Panelists are selected by recommendation by the Faculty Senate, the University Student Senate, the Provost, and the Senior Vice President for Student Services. Members of the panel will be trained prior to panel hearings on sexual assault, its impact, and other information appropriate to this type of panel hearing. The Assistant Vice President for Student and Campus Life facilitates the hearing but does not weigh in on determining responsibility or sanctions.

The Hearing

If the matter is referred to a Panel for its review, the Panel shall set to begin as soon as possible after the accused has received notice of the complaint. The accuser and the accused will have the option to appear before the panel separately. The accuser and the accused may choose not to appear before the panel and may submit a written statement to be read to the panel. At the review, the Panel hears statements from both parties, asks questions, and then makes a decision based upon whether there is a preponderance of evidence that the sexual assault occurred. Preponderance of evidence means that it is more likely than not that the facts the accuser seeks to prove are true.

The Panel's recommendation will then be sent to the Senior Vice President for Student Services who will review the recommendation of the Panel, and decide on a sanction, if appropriate.

The accuser and accused party are each entitled to have a support person present during a panel hearing (an ally, friend, family member). A lawyer can be considered a support person and attend, but cannot ask questions or direct the hearing process.

Past sexual history or sexual character of a party will not be admissible by the other party in hearings unless such information is determined to be highly relevant. All such information will be presumed irrelevant. While previous conduct violations by the accused student are generally not admissible as information about the present alleged violation, the Assistant Vice President for Student and Campus Life may supply previous complaint information to the hearing panel, or may consider it him/herself if s/he is hearing the complaint.

Sanctions Statement

The university conduct process is founded on educational ideals that reflect the university's mission. As much as possible, the university is committed to educating students to be aware of policy, to respect others, and to be accountable for their actions. The Hearing Panel attempts to look at each situation independently and consider all variables in recommending a fair and reasonable sanction in a timely manner.

 Any student found responsible for violation of The Policy on Sexual Assault will receive a sanction ranging from warning to expulsion; depending on the severity of the incident, and taking into account any previous campus conduct code violations.

The outcome of a hearing panel is part of the educational record of the accused student, and is protected from release under the federal law, Family Educational Rights and Privacy Act (FERPA). However, the university observes the legal exceptions as follows:

- The accuser has an absolute right to be informed of the outcome and sanctions of the hearing, in writing, without condition or limitation.
- The university may release publicly the name, nature of the violation and the sanction for any student who is found in violation of a university policy that is a "crime of violence," including but not limited to sex offenses and assault. The university will release this information to the accuser in these offenses regardless of outcome.

The accuser and the accused have the right to appeal the decision of the hearing panel. This appeal must be received in writing within ten (10) working days of the hearing outcome. The appeal will be reviewed by the Senior Vice President for Student Services in consultation with the Provost and the dean/director of the program for which the accused is enrolled. That decision will be final. In making this determination two things should be considered as grounds for an appeal: (i) clear and specific demonstration of being denied a fair review, and (ii) flagrant discrepancy between the infraction and the imposed sanctions.

Federal Law on Sexual Assault

The Jeanne Clery Disclosure of Campus Security Policy and Campus Crimes Statistics Act (Clery Act) is a federal law that requires colleges and universities to disclose certain timely and annual information about campus crime and security policies.

- Institutions must publish an annual report disclosing campus security policies and three years worth of selected crime statistics
- Institutions must make timely warnings to the campus community about crimes that pose an ongoing threat to students and employees
- Each institution with a police or security department must have a public crime log
- The United States Department of Education centrally collects and disseminates the crime statistics
- Campus community sexual assault victims are assured of certain basic rights.
- Institutions must notify victims of their option to report their assault to the proper law enforcement authorities Students, faculty and staff who have questions or concerns regarding this policy or the application of this policy may contact the following university offices:
 - Student Rights and Responsibilities Address: 79 Fifth Avenue, 5th Floor

Phone: 212.229.5349

 The Office of the General Counsel 80 Fifth Avenue, 8th Floor

Phone: 212.229.5432

Options for the Survivor of Sexual Assault

The university strongly encourages students who believe that they have been sexually assaulted to report these incidents, and to be aware of the following options regarding medical, legal and psychological care.

The Importance of Medical Care

The survivor of sexual assault has the option of going to a hospital Emergency Room for medical care. This is especially important if the survivor presents within 96 hours of the assault. To preserve the evidence, it is best not to shower, wash, douche, eat or drink, if possible. Carry evidence in a clean paper bag. If the survivor presents post 96 hours of the assault, it is still recommended that they receive medical care, but they will not have available all the options discussed below. The survivor has the right to refuse all or any parts of the treatment/evidence collection. The medical care following a sexual assault includes:

a physical exam to examine any internal or external injuries

- evidence collection (if presenting within 96 hours of the assault)
- preventive treatment for Sexually Transmitted Infections
- preventive treatment for HIV (if presenting within 36 hours)
- emergency contraception (if presenting within 72 hours)
- medical follow-up referrals and information

It is recommended that you refer the survivor to one of the hospitals listed below. These hospitals have Rape Crisis Programs and have trained Advocates available 24 hours. The Advocates will provide emotional support and information and help with the police reporting process.

- Beth Israel Hospital Emergency Department
 16th Street (between 1st and 2nd Avenues) phone: 212.420.2840
- St. Luke's/Roosevelt Hospital Emergency Department 1000 Tenth Avenue (at 59th Street) – phone: 212.523.6800

Please note: Going to a hospital emergency room does not mean that the survivor has to report the crime to the police. The survivor can go to the emergency room and get medical attention/evidence collection and then take some time to think about reporting the crime to the police. The hospital emergency room is required to store the evidence for 30 days. If the student refuses medical care from a hospital ER, it is still encouraged that s/he seeks medical attention. You can refer the student to their private medical provider or our Medical Services, where s/he might feel more comfortable. Just note that the student will not have available all the options stated above, especially evidence collection.

To learn more about the evidence collection procedure, please visit: http://www.health.state.ny.us/professionals/protocols_and_guidelines/sexual_assault/docs/protocol_appendix_q.pdf

Legal Options

In addition to the university's student disciplinary process and those disciplinary procedures applicable to faculty and staff, the survivor has the right to pursue criminal prosecution and/or civil litigation. S/he can go to the precinct corresponding to the area where the crime occurred or call the New York Police Department Special Victims Report Line at 646.610.7273. The hotline provides the option of getting some information without having to disclose their name. With that information the survivor can then decide whether to go forward with the reporting process. The survivor should never be pressured to file a report.

It is her/his decision to report unless:

- There is suspicion or evidence of child abuse when a report to Administration for Children's Services 800.635.1522 is mandated;
- There is an injury by a deadly weapon, when medical staff only is mandated to report the crime to the police.

Reporting a sexual assault to the police does not obligate the survivor to file criminal charges or pursue other legal action. In the case of sexual assault, however, prompt reporting and a comprehensive medical examination completed at a hospital emergency department within 96 hours of the assault will aid the legal process.

The Office of Student Support and Crisis Management working with Campus Security are available to provide support and advocacy with local police. The university is committed to providing full and prompt cooperation and assistance in notifying the proper law enforcement personnel if the survivor so chooses.

Psychological Concerns

Survivors of sexual assault can experience a wide range of emotional reactions, and the decision to report the assault and seek help is a very personal and complex one. It is encouraged that survivors seek support as soon as they are ready. As reactions can vary and may include shock, denial, anxiety, guilt, anger, and self-blame, as well as nightmares, changes in sleeping and eating patterns, flashbacks, and depression, the survivor may want to seek professional assistance either on campus at Counseling Services at 80 Fifth Avenue, 3rd Floor, or off campus at one of the local Rape Crisis Centers.

Resources for Survivors, Allies and Advocates The New School

Campus Security - 212.229.7001 (24 hours)

Student Counseling Services - 212.229.1671, option 1

Student Medical Services - 212.229.1671, option 2

After Hours Nurse Advice Line - 212.229.1671, option 1 (when counseling and medical services are closed)

Student Support and Crisis Management - 212.229.5900 x3189 or x3710

Student Rights & Responsibilities - 212.229.5900 x3656

Assistant Vice President for Student & Campus Life - 212.229.5900 x3659

Student Ombudsperson - 212.229.8996 x3619

Office of Human Resources - 212.229.5671

New York City

Police and for Emergency - Dial 911 (24 hours)

NYPD Special Victims Liaison Unit Report Line - 646.610.7273 (24 hours)

District Attorney's Offices

Manhattan District Attorney's Office - 212.335.9373

Brooklyn District Attorney's Office - 718.250.3170

Bronx District Attorney's Office - 718.590.2323

Queens District Attorney's Office - 718.286.6505

Staten Island District Attorney's Office - 718.876.6300

Hotlines - 24 Hours

Safe Horizon: Rape and Sexual Assault Hotline - 212.227.3000

Safe Horizon: New York City Domestic Violence Hotline - 800.621.4673

NYC Gay and Lesbian Anti-Violence Project - 212.714.1141

Suicide Prevention (LifeNet) - 800.543.3638

New York Asian Women's Center - 212.732.5230

Sexual Assault Advocacy and Counseling Services

St. Luke's-Roosevelt Crime Victims Treatment Center 411 West 114th Street 212.523.4728

Beth Israel Rape Crisis Intervention Program 317 East 17th Street 212.420.4054

Women's Rights at Work - 888.979.7765

New York City Alliance Against Sexual Assault - 212.523.4344

New York State Victim Information and Notification Everyday – 888.VINE.4NY

New York State Crime Victim's Board - 718.923.4325

Domestic Violence

St. Luke's-Roosevelt Crime Victims Treatment Center

411 West 114th Street

212.523.4728

The New York City Gay & Lesbian Anti-Violence Project (AVP)

240 West 35th Street, suite 200

212.714.1184

LGBTQI Resources

The Lesbian, Gay, Bisexual, and Transgender Community Center 208 West 13th Street 212.620.7310

HIV/AIDS Testing

Hispanic AIDS Forum at The New School, Student Health Services

135 East 12th Street, 2nd floor

212.229.1671

Hours: Mondays, 4:30-6:30 PM (except university holidays)

New York City Department of Health 800.TALK.HIV or 212.447.8200 (call for information: multiple testing sites)

Local Pharmacies (the following accept coverage under the university sponsored Student Health Insurance plan)

Duane Reade 24 East 14th Street. (Between Fifth Avenue and University Place) 212.989.3632

Duane Reade (Open 24 hrs.) 378 Sixth Avenue (at Waverly Place) 212.674.5357

K-Mart Astor Place and Fourth Avenue 212.253.9661

Missing Student Policy

The New School has implemented procedures to ensure that reports of missing students are properly investigated.

When students enter the university, they are asked to provide a permanent home address and phone number, as well as emergency contact information. In addition, email and telephone information is automatically entered into New School Alerts, a campus-wide emergency notification system. Each academic year, students are reminded by e-mail of the importance of updating this information. Students may update this information at any point during the academic year by logging into MyNewSchool. The individual(s) listed as the emergency contact should be someone with whom a student maintains regular contact and who is likely to know where that student is and how to contact him or her.

Any member of the University community who believes that a student is missing should immediately complete an Incident Report and submit that report to the Director of Security and the Assistant Vice President for Student and Campus Life. The Incident Report should list all pertinent information and address the questions below:

- Is the student missing from the campus, his or her family residence, or another location?
- Is there a witness to or physical evidence of abduction or other foul play?
- Was the student despondent or mentally or physically disabled when last seen?
- Was the student experiencing academic, personal, or financial problems when last seen?
- Has the student disappeared before?
- Does the student have a known drug and/or alcohol problem?
- Has the student received any threats or warnings?
- What was the student's lifestyle? Does the student have a criminal record?
- Did the student or perpetrator leave a note?
- Have similar incidents been reported within the area (attempted abductions, suspicious persons)?

Upon receipt of a report that a student is missing, the university will first attempt to reach the student using the personal contact information in the institution's student information system. If, within four (4) hours, the student has not been reached, the university will next attempt to reach the student's emergency contact. If the student does not communicate with university personnel within twenty (20) hours after speaking with the student's emergency contact, the university will notify both the missing student's parents/guardians and the local authorities to indicate that the student has been missing for 24 hours.

Once located, the student's health and well-being will be of the utmost priority. Appropriate referrals will be made to support services. Student Services and University Security will assist local law enforcement in all ways prescribed by law.

Residence Hall Policies

Definitions: As used in this document, and the University Code of Conduct, the term "Residence Hall" means any building, room, facility, or premises owned and/or operated by the university for use as a dormitory, whether by lease or by contract, to students enrolled at the university. A "resident" means any student, whether undergraduate or graduate, occupying a space in a Residence Hall. All residents are to abide by the following policies as well as the policies listed in the University Code of Conduct.

1. Substance Usage

- a. **Alcohol Policies:** Use, possession, or distribution of alcoholic beverages, except when authorized by the Office of the Assistant Vice President for Student Affairs for a particular function, on university owned or controlled property or at university-sponsored functions is prohibited. Furthermore, the sale, distribution, or procurement of alcoholic beverages for anyone who is under the age of 21; the use of false identification to procure alcohol; and the possession on campus of any type of paraphernalia associated with the consumption of alcohol is expressly prohibited. Alcohol possession and use is prohibited in the Residence Halls by those students under the age of 21 and in all building common areas and in dry residences as outlined in the Residence Hall Handbook. This pertains to empty bottles used for decoration, academic projects, or other purposes.
- b. **Drugs/Illegal Substances:** Use or possession of narcotics or dangerous drugs or of any illegal or controlled substances, except as expressly permitted by law, on university owned or controlled property or at university sponsored functions. Furthermore, students are prohibited from the on-campus possession of any type of paraphernalia associated with the use of drugs (i.e., scales, bongs, pipes, etc.).

2. Theft or Damage to Property

- a. Air Conditioners: Residents shall not install air conditioners in any Residence Hall.
- b. **Furniture:** No person may take, steal, burn, destroy, deface, or otherwise damage property not his/her own. No person shall deny another resident the use of any furnishings, property, or areas intended for the benefit of all resident students. Each Resident must keep all university furniture and personal possessions in the room or suite. No furniture shall be removed from common areas. No furniture taken off the street may be brought into the residence halls. Bringing in any furniture after the designated move-in dates is subject to prior approval of the Residence Hall Director or Area Coordinator.
- c. **Walls:** No person shall tape or nail items to walls. Pictures or other items should be attached to the walls by means of masking tape. Hooks or thumbtacks should be used sparingly.

3. Community Conduct

- a. **Noise and Quiet Hour Policy:** All Residents must observe quiet hour restrictions. The quiet hour restrictions are posted in the residence halls. It is the Resident's responsibility to familiarize him/herself with the hours. If a Resident cannot find the posted hours, s/he should contact the Residence Hall Director or Area Coordinator for the information. During quiet hours, conversation may not take place in hallways. At all other times, Residents should use common sense and are required to respond to requests to keep noise levels down from the Office of Student Housing & Residence Life staff.
- b. **Storage:** Each Resident must keep all possessions in their room or suite. No storage space is available in which to place trunks, suitcases, boxes, or furniture in any Residence Hall. Residents may not store any item, including bicycles and room furniture, in hallways, stairwells, or other common space. The university does not provide storage space.
- c. **Telephones:** The placing of annoying or harassing telephone calls, emails, rewiring, or placing attachments, or attaching unauthorized devices on a telephone is prohibited. Private telephones may be installed in student rooms. All charges connected with private telephones including installation, bills, and relocation connection charges are the financial responsibility of the resident. The university will not become involved in mediating disputes between students involving private telephone charges and other related issues.
- d. **Roommate conflict:** As noted in our Roommate conflict Mediation Procedures Roommate conflict, in a Roommate conflict situation where Housing Staff feels the conflict is irreconcilable and/or violence is a possibility, all Roommates or Suitemates involved could be relocated immediately.

4. Safety Precautions:

- a. **Unauthorized access:** No person shall enter or assist others in entering any area not intended for the use of Residents.
- b. **Safety of Others:** No person shall create conditions that endanger or threaten others or their property, or create a health hazard or nuisance.
- c. **Spray Paint:** Spray paint and fixatives may be stored and used only in the studio spaces or designated spray room.
- d. **Waterbeds:** Waterbeds are prohibited in the Residence Halls.

5. Guest Policy

- a. **Guest Registration:** In Residence Halls with front desk service, Residents are required to register each guest at the front desk. Residents may only have three guests signed into a Residence Hall under their name at one time prior to 10pm. After 10pm, there are only two guests allowed in each *room*. Each guest must sign in and leave a photo identification card with the staff at the front desk. Parents, guardians, and other relatives are considered guests. The identification card will be returned when the guests signs out. Guests who cannot provide identification will not be allowed to enter the Residence Hall. A Resident who expects a guest under the age of sixteen years should contact the Residence Hall Director or Area Coordinator at least one week in advance. The Resident should not assume that approval will be granted. Security staff assigned to the Residence Halls are responsible for enforcing the guest policies, and for checking identification cards. Any attempt to argue, intimidate, or harass a security staff person will result in disciplinary action.
- b. **Overnight Guests:** An overnight guest is permitted only with consent of each roommate and/or suitemate. In the event of a dispute, the Residence Hall Director or Area Coordinator has the sole discretion in deciding if a guest can stay. The decision of the Residence Hall Director or Area Coordinator is binding and final. A Resident may have overnight guests for a maximum of three nights in a seven-day period. Overnight guests are required to sign the registration log each time he or she enters or exits the building. A Resident who wishes to have a guest for an extended period of time must make a written request to the Residence Hall Director or Area Coordinator at least one week in advance. The Resident should not assume that approval would be granted. There will be no more than two overnight guests permitted, per room, at any time.
- c. **Resident Responsibility:** The Resident host, while in the Residence Hall, must always accompany his/her guest(s). A Resident host assumes responsibility for any policy infractions committed by his/her guest(s). Residents are prohibited from signing in an individual as a guest if they do not know them. Residents are also prohibited from signing in an individual as a guest on behalf of another Resident.
- d. Loss of Guest Privileges: A Resident who abuses the guest policy may have his/her guest privileges suspended or revoked. A Resident may also lose guest privileges if a guest becomes disruptive or neglects to follow policy and procedure. Constraints may be placed upon the number of daytime or evening guests a Resident or Residents of the same suite may have simultaneously.

6. Smoking

As noted in the University Code of Conduct, "smoking cigarettes, cigars, etc. is prohibited in all university buildings." This includes inside all of our residence halls and any outdoor common spaces.

Residence Hall Community Management

For any community to function smoothly, its members must follow certain standards of behavior. These standards are often defined by rules and regulations. A community depends on the cooperation, good judgment and considerate behavior of all of its residents. One's status as a resident is a privilege subject to certain expectations. Students are required to respect the rights of all residents to privacy, space, cleanliness and quiet hours for sleep, study and health. The need to monitor student behavior arises from misconduct that adversely affects the residence hall community. In cases of violation of residence hall policies and regulations, a resident found responsible for a violation may be subject to various sanctions. Residence hall discipline procedures are not a substitute for any civil or criminal proceedings. All residents are subject to local, state and federal laws.

Fire Safety Guidelines

Fire Alarm Evacuation Policy

Residents and their guests must comply with all posted evacuation guidelines and/or comply with all staff instructions and building specific procedures. Fire safety drills and information sessions will be held in each residence hall at the start of each term. When instructed to do so, any resident who fails to evacuate or interferes with the orderly evacuation of a residence hall will be subject to disciplinary action. Residents will be held accountable for the actions of their guests.

- Know where all the building exits are.
- Take fire alarms seriously. Do not ignore fire alarms.
- When evacuation is called for by staff or building procedure and you hear the fire alarm / see the alarm lights flashing, you should leave your room and proceed to the nearest stairwell / exit.
- If the fire situation does not allow you to leave your room, you should follow the Life Safety Survival Skills (see

below).

- Do not worry about your personal belongings.
- Knock on doors when exiting. Yell "FIRE" when exiting.
- Do not use elevators (use the stairwells) and do not run, evacuate in an orderly manner.
- Once outside, Housing staff will direct you to an evacuation location
- When you reach that location, you should assemble with other members of your floor. An RA will complete a head count as quickly as possible.
- You may not re-enter the building until directed to do so by a member of the Housing staff.

William Street: The William Street Residence Hall is designed so that in the event of a fire, the fire will be contained within the floor from which it originates. When a fire alarm is activated, only the floor on which the alarm originated and the floor above that floor will hear the fire alarm. Residents on these floors should proceed to the nearest exit and evacuate the building immediately. A full building evacuation, however, is not necessary. Residents of other floors may hear the alarm but should stay in their suites to await further instructions from the NYFD and Housing staff.

23rd Street: If the smoke or CO2 detector goes off in your apartment, follow instructions below and notify the doorman of your building and if necessary call New School security at 212.229.5165. Always call 911 in any emergency situation.

Life Safety Survival Skills

- If you spot a fire and the fire alarm system is not already sounding or flashing, activate the nearest fire alarm.
- Feel the top of the door with the back of your hand for heat and/or look through the peephole.
 - o If not hot, open the door slowly and look into the hallway below the level of the doorknob. This allows you to not breathe in any smoke that may be present.
 - o Exit your room and take your room/suite key with you. Do not waste time trying to grab valuables.
 - o If smoke and heat are present, crawl low to the ground to the exit / stairwell and evacuate the building.
 - O Do not use the elevators to evacuate the building. Proceed to the nearest stairwell.
 - o If you encounter heavy smoke in the building, use another exit. If all exits are blocked, go back to your room and follow the steps below.
- If you do feel heat at the top of your door, feel the doorknob (if it's hot, do not open the door!)
 - Stuff wet towels and clothing under door and use duct tape to seal around the door.
 - o Call 911 and give them the exact location of the building, your floor, and your room/suite, as well as the number of people in your room/suite.
 - Wave a white flag or clothing out the window to signal attention.
 - o If smoke comes into your room, open windows 6 inches at the top and the bottom and breathe air from the bottom of the window. Break glass only as a last resort, as this may let in fire and smoke.
- Listen for and follow any instructions from Fire Safety personnel.

How You Can Help Prevent Fires

Report undercharged fire extinguishers and non-functioning smoke detectors to building staff immediately. Do not overload electrical outlets. Use only UL-listed power strips and appliances. Keep your room/suite, particularly the kitchen, clean and free from refuse. When cooking, you should never leave food unattended. Keep your room/suite door closed while cooking. Do not open the hallway door to let out any smoke, this can set off the entire building's fire alarm and cause an evacuation (open a window instead). The New School is a smoke-free community. Smoking is not allowed in any room, suite, apartment, stairwells, lounges, hallways, or other common areas.

Prohibited Items

For fire safety precautions, the following items are not allowed in the residence halls:

- Open-element cooking device or equipment, including but not limited to hot plates, coils, George Foreman-type grills, and space heaters
- Any cooking appliance that doesn't have an auto-shutoff or timer function
- Candles or incense
- Halogen lamps
- Flammable or combustible materials like turpentine, paint remover, lighter fluid, gasoline, propane, natural gas, kerosene, motor oil, etc.

Any gasoline powered vehicle or device

If any of these items are found in the residence halls, they will be confiscated by Housing staff and returned to the student when they checkout. Additionally, students found in possession of these items will be subject to disciplinary action.

Fire Safety Equipment

Tampering with fire safety equipment endangers the safety and well being of every member of the residence hall community. Anyone found tampering with fire safety equipment will be subject to immediate disciplinary actions which may include expulsions from the residence halls. Fire safety equipment includes; exit signage, fire doors, emergency lighting, fire extinguishers, pull stations, smoke/heat detectors, fire bells, alarms, horns, and gongs, and emergency key boxes.

Residents may not disable, remove or otherwise tamper with room/suite smoke or carbon monoxide detectors. Any person(s) found to have tampered with smoke / carbon monoxide detectors will face disciplinary action through the Office of Student Rights and Responsibilities. A second offense can result in removal form the residence halls. In situations where the specific individual(s) who tampered with the detector cannot be determined, all occupants of the affected room or suite will be subject to an individual fine. Subsequent violations may result in additional disciplinary action including, but not limited to, relocation or removal from the residence halls. Residents will be held accountable for the actions of any guest found to have tampered with any fire safety equipment.

Room Assignment Policies

Terms and Conditions of Occupancy

Any offer for a space in a New School residence hall is considered binding only when a completed and signed housing contract is submitted by the designated date. A student agrees to the terms and conditions for residence hall occupancy upon accepting residence. A student must be matriculated in a degree or certificate program to remain in housing. A resident may reside in the residence halls throughout the contract period. The residence halls remain open during holiday periods, semester breaks, and designated intercessions (please note that guest policies are modified during these breaks). Students must checkout on the designated checkout date as outlined in the Housing Contract and as designated by the Office of Student Housing & Residence Life. Requests for extensions must be made in advance and in writing. Such requests are handled on a case-by-case basis.

The Office of Student Housing & Residence Life reserves the right to cancel a housing contract if the resident fails to follow the policies or procedures of the residence hall, the Office of Student Housing & Residence Life, The New School Student Code of Conduct, or any other policy or procedure outlined by The New School. Any resident who fails to pay any fees or violates regulations outlined within this Handbook shall be subject to dismissal from the residence hall. Students who are dismissed are not entitled to any refund of housing payments or deposits.

Room Change Policies

Room changes should always be requested through your Residence Hall Office by filling out the appropriate paperwork. An application for a room change may not necessarily result in a room change, because space is limited. Room change requests are usually not honored for reasons of convenience or preference of roommate. Should problems arise between roommates/suitemates, RAs are available to help with mediation.

Any occurrences of verbal or physical intimidation with the intention of forcing a roommate to move or creating an atmosphere of discomfort for a new resident will not be tolerated. Such behavior will result in disciplinary action.

If a room change request is approved, the resident must:

- 1. Arrange to formally check-out of the old room/building and check-in to the new room/building.
- 2. Move within the period designated by the RHD/AC, or forfeit their approved room change.
- 3. Complete the Room Condition Report (RCR) for both their old and new rooms.
- 4. Exchange the key(s) to their old room for their new room.
- 5. All moves must be completed within 24 hours.

These procedures remain the same for a change within a building or for a change to a different building. Please note that students cannot swap rooms without permission from the RHD/AC. Moving into a space that is not assigned to the student, is strictly prohibited.

Vacancy Management and Consolidation

Should one roommate leave any time during the academic year, the remaining roommate(s) should be prepared to receive a new roommate at any time. The vacant space within the room should always be clear of all possessions. The Office of Student Housing & Residence Life has the right to move any such possessions that may be blocking a new roommate's assigned space. Residents who fail to keep a vacant space free of their possessions will be subject to disciplinary action and will be charged for any costs involved in having these items moved.

Should the occupancy rate of your room or suite fall to 50% or less at any point during the academic year, the Office of Student Housing & Residence Life may reassign and move the remaining residents into vacant spaces in other rooms/suites, in order to free up the room/suite for the best allocation of space.

Notification of New Roommate

Although the Office of Student Housing & Residence Life is not required to give notice before the arrival of a new roommate, every effort will be made to do so. However, resident students should be aware that situations often do not allow for this type of advance notice. All vacant spaces must be cleared of possessions and ready to receive a new roommate(s) at any time.

Room Selection for the Next Academic Year

Each Spring, the Office of Student Housing & Residence Life conducts Housing Selection to give returning students the opportunity to select a room for themselves or with a group of friends for the following academic year, within a variety of living arrangements to suit individual preferences and budgets. Housing Selection information packets and application forms are made available in early March.

Floors plans for all residence facilities are available for viewing at www.newschool.edu/housing. During Housing Selection Nights, you (and your group, if applicable) will be able to pick a specific room or suite to live in for the next academic year. You will be able to know exactly where your room or suite is located in relation to other spaces in the residence hall and have a sense of the approximate size and shape.

Summer Housing

One or two residence halls are typically designated for summer housing for New School students. The minimum stay is a two-week (13 nights) period unless otherwise approved by the Assistant Director for Summer Programs and Housing Services. Applications for Summer Housing will be available from the Office of Student Housing & Residence Life and at www.newschool.edu/housing in March. For more information, email summerhousing@newschool.edu.

Appendix

Housing Application and Contract & License Agreement 2011–2012 Academic Year

1. CONTRACT AND LICENSING PERIOD

THIS HOUSING CONTRACT & LICENSE AGREEMENT IS FOR THE FULL ACADEMIC YEAR. By completing the on line housing application and paying the non-refundable housing deposit and virtually signing the on line Agreement for Housing, the Resident agrees to pay for the full Agreement period beginning on the check-in date and ending on the check-out date. (See Schedule of Housing Fees) A single semester Agreement is only given to a student who contracts Housing for the Spring semester only, or who is a January degree candidate, or who is a participant in the University exchange or mobility programs.

2. ELIGIBILITY

Housing is for any person matriculated full time in a degree or certificate program at the University during the academic year. The Resident must remain a full time matriculated University student in good standing throughout the Contract & License period or the University will have the right to terminate this Agreement, in its sole discretion.

3. OCCUPANCY AND USE

- (a) Use: The Resident agrees that the Residence should at all times be used for dormitory purposes and occupied only by students selected by the University.
- The Resident shall not permit any other person to use the Residence for any purpose without prior written consent from the Office of Student Housing.
- (b) Occupancy: The Resident may occupy the Residence throughout the Contract & License period. All New School Residences remain open during the academic year, including holidays, semester breaks, and intersession.
- (c) (i) Check-in: No Resident will be permitted to check-in to the Residence before the check-in date as designated by the Office of Student Housing for each specific location. Residents are expected to arrive on that day. Spring check-in dates are for single semester contract Residents only. (ii) Check-out: Unless prior written consent is obtained from the Office of Student Housing, no Resident will be permitted to stay in the Residences past the check-out date as designated by the Office of Student Housing. The Resident must follow the policies and procedures set forth in the Residence Handbook or other written guidelines at all times, including when leaving the Residence and the terms of the Handbook are incorporated herein by reference.
- (d) Non-Transferability of Rights: (i) The Resident may not transfer or assign any rights held under this Agreement to any other person. Any attempt to do so will be null and void. (ii) Where applicable, the Resident's rights in and to the Residence shall be strictly limited to the Resident's temporary and limited rights as a licensee of the University. The Resident has only temporary, personal, and unassignable privileges revocable at the will of the University. This Agreement shall not operate to confer upon or vest in the Resident any title, interest, or estate in the Residence or any part thereof. Nothing contained in this Agreement shall be construed to, or shall create the relationship of landlord and tenant between the University and the Resident or between the owner of the building ("Owner") and the Resident. The Resident shall not have any direct or indirect contact with Owner. Any and all complaints and other communications shall be made only to the Office of Student Housing. If the Resident contacts or otherwise has any communications with Owner, including, without limitation, commencing any lawsuit or proceeding against Owner, the University shall have the right to immediately terminate the Agreement and the Resident shall be responsible for all costs and expenses, including attorney's fees incurred by the University and/or Owner in connection therewith.

4. FEES AND PAYMENTS

- (a) Deposit: The Resident is required to submit a \$250 deposit with the Housing application. NO APPLICATION FOR HOUSING WILL BE ACCEPTED WITHOUT A DEPOSIT. This deposit is in addition to the fees for Housing and will not be applied to such fees. THE DEPOSIT IS NONREFUNDABLE. Upon successful completion of the terms of the Agreement, the deposit will be applied against any damages. Damages will be assessed according to the policies and procedures set forth in the Residence Handbook. The Resident's University account will be charged for any damage assessment above \$250 and credited for those below \$250.
- (b) Due Date: Fees are to be paid in two (2) installments in the Fall semester and Spring semester or may be paid in one lump sum. Due dates for Fall and Spring semester Housing payments are designated by the Bursar in conjunction with its tuition and fees billing cycle. An applicant who fails to pay fees when due risks losing the Housing reservation. A Resident who fails to pay fees when due will be dismissed from the Residence. The remaining fees due will be charged against the Resident's University account. THE DEPOSIT IS FORFEITED IN ALL CASES.
- (c) Non-Payment: The following University guidelines regarding non-payment of fees also apply: (i) a Resident with an outstanding balance will not be permitted to register for any class; (ii) the University will not release transcripts, grades, or other records to or for a Resident; (iii) a 10% late penalty charge on past due balances will be incurred each semester.

5. CANCELLATION OF AGREEMENT

(a) Withdrawal/Leave of absence: A Resident canceling the Agreement because of withdrawal/leave of absence from the University must give the Office of Student Housing an official withdrawal notification from the appropriate divisional office. A Resident is liable for all fees until the Office of Student

Housing is notified in writing of a change in status. (b) Academic Reasons: A Resident who is dismissed from the University for academic reasons is subject to the same terms as withdrawal/leave of absence. (c) Disciplinary Reasons: A Resident whose Housing is terminated for disciplinary reasons receives no refund.

(d) A RESIDENT WHO FAILS TO CANCEL PURSUANT TO PARAGRAPH 5(A) ABOVE, OR WHO DOES NOT OTHERWISE QUALIFY FOR CANCELLATION PURSUANT TO PARAGRAPHS 5(b) and 5(c), WILL BE RESPONSIBLE FOR THE FULL ANNUAL COST OF THE HOUSING AGREEMENT. Please note that vacating housing does not

constitute cancellation of this Agreement. e) Deposit: IN ALL CASES OF CANCELLATION OF THIS AGREEMENT THE DEPOSIT IS FORFEITED.

6. VACATING PROCEDURES

The Resident agrees to vacate the Residence at the date and time set forth by the Office of Student Housing, or within 72 hours of notification if the Resident shall be in default hereunder, or shall cease to be a matriculated student at the University, or at the will of the University. The Resident shall be responsible for all damages, direct or indirect, resulting from the Resident's obligations under this Agreement in any respect, including, but not limited to, the cost of accommodations for each student that would otherwise occupy the Residence, and all expenses, including legal fees incurred by the University in connection with or as a result of the failure of the Resident to vacate the Residence, or in connection with the removal of the Resident from the Residence. The Resident agrees that the monthly charges resulting from his/her failure to vacate the Residence in a timely manner shall be of an amount as the Director of Student Housing shall reasonably determine in his/her sole discretion but not less than \$1,500 per month. The Resident waives any rights the Resident may have to remain in the Residence beyond such period of time and also agrees, notwithstanding any other provision of this Agreement, that the entire amount of the deposit shall be forfeited and he/she shall not be permitted to register, attend classes, obtain transcripts of his/her academic records to be recommended to receive a degree or diploma is any provision of this paragraph shall not be complied with.

7. REGULATIONS

The Resident agrees to review and abide by all the policies and regulations of the University and the Office of Student Housing that are, or shall become, effective during the Contract & License period. These policies and regulations are included in The New School Student Rights & Responsibilities

Handbook and other publications distributed by the University. The handbook is available at the Office of Student Housing and at the Office of Student Rights and Responsibilities. If the Resident violates any such policy or regulation, the Resident will be subject to disciplinary action and/or termination of this Agreement without refund by the University, in its sole discretion. THE PROVISIONS, TERMS, CONDITIONS, AND PROCEDURES CONTAINED IN THE NEW SCHOOL STUDENT CODE OF CONDUCT AND THE NON-ACADEMIC DISCIPLINARY PROCEDURES ARE INCORPORATED INTO THIS AGREEMENT.

8. CARE AND MAINTENANCE

Residents are responsible for the general condition of the room assigned, including damages, defacement and general order. The Resident shall reimburse the University for all damages and expenses which the University may suffer or incur for repair of his/her room facilities of the building or for repair or replacement of University-provided furniture, caused by the Resident's misconduct or neglect, or by the misconduct or neglect of guests or invitees of the Resident. Unless individually accepted, charges for damages or defacement will be assessed equally against all occupants, regardless of presence at the time of such damages. These charges must be paid promptly. Charges for damages or defacement of any public area will be assessed against all Residents. Upon expiration of this Agreement, or upon its termination in accordance with the terms of this Agreement, the Resident shall return the assigned room in the same condition as when it was first occupied.

9. CONDUCT

The Resident agrees to conform to the standards of the conduct that are consistent with the educational objectives of the University. These objectives include: (i) respect for the rights of other Residents, especially the right to privacy, space, and quiet time; (ii) respect for the property of other Residents; and (iii) the unacceptability of the use of physical force and abusive or defamatory language. No unlawful or disruptive conduct, including excessive noise, shall be permitted in the room and the facilities of the residence. Any conduct unsuitable for community living, including but not limited to any practice that limits a Resident's equal use and access to room/suite/hall facilities, shall not be permitted. The Resident shall also be responsible and comply with all policies and procedures as outlined in this Agreement, the Residence Handbook, and any other University publication governing conduct.

10. RIGHTS RESERVED BY THE NEW SCHOOL

The University reserves the right: (a) of injunction and the right to invoke any remedy at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for, and the selection of one or more remedies shall not preclude the University from any other remedy; (b) to conduct inspections to ensure health, safety, and general welfare of members of the University community, or to maintain the physical security of University properties. Access to Residences by University staff will be generated as the University determines necessary; (c) at any time and for any reason, in its sole discretion, to change or cancel the Residence assignment. The University reserves the right to terminate this Agreement for violation of its terms and conditions. The University reserves the right at any time to establish or

amend any terms, conditions, policies or procedures, concerning matters limited to such rules as it deems necessary for the protection of property, safety, health, comfort, and convenience of Residents.

11. LIABILITY

The University is not liable for the loss of money or valuables by any person, nor the loss or damage to any Resident's property. In the event of damage by fire, water, steam or other causes, which render an assigned room, unfit for occupancy, the University reserves the right to reassign the Resident to alternate Student Housing. If such alternate housing is not available or if a Resident rejects the offer of such alternate housing, the University may cancel this Agreement. The University shall not be liable for any damage sustained due to such events.

12. INDEMNIFICATION

The Resident will indemnify and hold harmless the University against all claims and damages caused by the acts or omissions of the Resident and her/his guests.

13. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Residents are subject to all federal, state and local laws. No unlawful conduct shall be carried on or permitted in the rooms or facilities of the Residences. Residents must obey New York State's drinking laws. In New York State individuals must be 21 or older to purchase alcohol and alcohol may not be served to individuals under 21. Individuals under 21 are not permitted to posses, distribute, or consume alcohol in University facilities. Alcohol cannot be consumed in any public area, inside or outside, unless it is part of a function authorized by the Senior Vice President for Student Services. This includes lounges, hallways, stairwells, lobbies, lawns, and similar public or common areas.

14. MISCELLANEOUS - For leased properties

(a) Notwithstanding anything to the contrary contained in this Agreement or the The New School Student Rights & Responsibilities Handbook, this Agreement is subject and subordinate to, and the Resident accepts this Agreement subject to all the terms, covenants, provisions, conditions, and agreements contained in the agreement of lease between the University and the Owner of the building ("Lease"). In the event the Lease expires or is terminated prior to the stated expiration date thereof for any reason whatsoever, this Agreement shall automatically terminate and the Resident shall immediately vacate the Residence as if such date was the date fixed as the expiration date of this Agreement. The expiration date of this Agreement shall in no event be a date that is later than sixty (60) days prior to the expiration date of the Lease. The University and the Resident agree not to use his/her right of trial by jury in any action proceeding brought by either against the other for any matter concerning this Agreement or the Residence. The Resident waives any right to bring a counterclaim or set-off in any action or proceeding by the University against the Resident on any matter directly or indirectly related to this Agreement or the Residence.

(b) In the event of any inconsistency between the provisions of this Agreement and The New School Student Rights & Responsibilities Handbook, the terms and provisions of this Agreement shall prevail. If any provision of this Agreement shall be found to be invalid, the remaining provisions shall continue in full force and effect. The Resident shall be subject to policy changes communicated through official Office of Student Housing announcements.

Refund and Cancellation Policies

Withdrawals & Leaves of Absence from the University

Students who withdraw or take a leave of absence may be entitled to the same refund percentage received for tuition. For this schedule, please refer to the Registrar's Web page: www.newschool.edu/admin/registrar.

Academic Dismissals

Students who are dismissed from the university for academic reasons may be entitled to the same refund percentage received for tuition. For this schedule, please refer to the Registrar's Web page: www.newschool.edu/admin/registrar.

Disciplinary Dismissals

A resident whose housing is terminated for disciplinary reasons receives no refund.

All Other Cancellations

- Petitions to cancel the Housing Contract & License Agreement must be received in writing. The Office of Student Housing & Residence Life reviews all petitions and notifies students in writing of decisions.
- Filing a petition to cancel the Housing Contract & License Agreement does not guarantee cancellation.
- Vacating your room does not constitute cancellation of the Housing Contract & License Agreement.

- The Office of Student Housing & Residence Life must receive your petition to cancel the Housing Contract & License Agreement by the dates indicated below to receive the appropriate refund, if any.
- In all cases, cancellations of the Housing Contract & License Agreement result in the forfeiture of the \$250 deposit regardless of the date of cancellation.

FALL 2011

If you submit your petition to cancel housing, and if your petition is approved, the cancellation fees are as follows:

Between July 1 and July 15, 2011, inclusive	Forfeit \$250 deposit, plus \$500 cancellation fee
Between July 16 and July 31, 2011, inclusive	Forfeit \$250 deposit, plus \$1,000 cancellation fee
Between August 1 and August 15, 2011, inclusive	Forfeit \$250 deposit, plus 25% of your fall semester room rate
Between August 16 and August 22, 2011, inclusive	Forfeit \$250 deposit, plus 50% of your fall semester room rate
Between August 23 and August 29, 2011, inclusive	Forfeit \$250 deposit, plus 75% of your fall semester room rate
On or after August 30, 2011	Resident is responsible for full annual housing cost

SPRING 2012

(for students new to Housing in the Spring Semester only)

If you submit your petition to cancel housing, and if your petition is approved, the cancellation fees are as follows:

Between January 1 and January 6, 2012, inclusive	Forfeit \$250 deposit, plus \$500 cancellation fee
Between January 7 and January 10, 2012, inclusive	Forfeit \$250 deposit, plus 25% of your spring semester room rate
Between January 11 and January 14, 2012, inclusive	Forfeit \$250 deposit, plus 50% of your spring semester room rate
Between January 15 and January 19, 2012, inclusive	Forfeit \$250 deposit, plus 75% of your spring semester room rate
On or after January 20, 2012	Resident is responsible for full spring semester housing cost refund and cancellation policies

2011-12 Schedule of Housing Fees

- Room rates are per person and are for the full 2011-12 academic year.
- Please Note: All residences remain open during breaks and holiday periods.
- The Housing Contract & License Agreement is for the full 2011-12 Academic year.
- The non-refundable \$250 deposit with your Housing application is in addition to the room rates below.

Loeb Hall	2 and 3-bedroom suites with 4 people per suite		
Large Single	\$18,800		
Single room	\$17,500		
Double room	\$14,360		
+ Mandatory \$275 per semeste	+ Mandatory \$275 per semester meal plan		
13th Street	Corridor-style rooms with 1-4 people per room		
Single room	\$17,500		
Double room	\$14,360		
Triple/quad room	\$13,360		
+ Mandatory \$1,760 per semester meal plan			
20th Street	Multi-bedroom suites with 3-12 people per suite		
Single room	\$17,500		

Studio Double	\$12,600		
23rd Street	Studios with 2 people and 4-bedroom apartments with 4 people per apartment		
+ Mandatory \$275 per semester meal plan			
Triple room	\$13,360		
Double room	\$14,360		
Single room	\$17,500		
Stuyvesant Park	Multi-bedroom suites with 3-6 people per suite		
Large open double with bath	\$14,360		
Triple room with bath	\$14,360		
Open double	\$13,300		
Large double room with bath	\$16,400		
Double room	\$14,360		
Open single	\$16,400		
Single room with bath	\$18,800		
Single room	\$17,500		
William Street 1-bedroom suites with 3-4 people per suite			
+ Mandatory \$275 per semester meal plan			
Triple room	\$13,360		
Double room	\$14,360		

Contact Information

Building	Address	Hall Office	RA On-Duty	Security Desk
13th Street	118 West 13th Street	646.414.2671	646.533.7301	646.414.2699
Loeb Hall	135 East 12th Street	646-414-6245	646.533.7298	646.414.2825
William Street	84 William Street	646.414.0232	646.533.7322	646.414.0211
20th Street	300 West 20th Street	646.414.6050	646.533.7343	212.255.6152
Stuyvesant Park	318 East 15 th Street	(RHD) 646.414.6102 (RA/HR) 646.414.6135	917.577.8682 646.208.4528	646-414-6447
23rd Street Apartments	220 W. 23rd. Street	646.414.6050	20th Street	N/A

Name	Position	Office	Email
Rob Lutomski	Director of Student Housing & Residence Life	212.229.5459	lutomskr
Brian Birkeland	Associate Director of Housing Operations	212.229.5459 x3615	birkelab
	Assistant Director for Residence Life	212.229.5459 x3616	
Heidi Mackey	Assistant Director for Summer Programs & Housing Services	212.229.5459 x3749	mackeyh
Anna Engelbrecht	Office Manager	212.229.5459 x3611	engelbra
Lucas Bierlein	13th Street RHD	646.414.2671	bierleil

Chasity Wilson	Loeb Hall RHD	646-414-0717	wilsoncl
Kelly Joyce	Stuyvesant Park RHD	646.414.6102	joycek
Michael Corbett	20th Street RHD	646.414.6050	corbettm
Alisa Bayes	William Street Area Coordinator	646.414.0232	bayesa

For general housing questions, email universityhousing@newschool.edu
For questions about summer housing, email summerhousing@newschool.edu
For questions about housing assignments, email myhome@newschool.edu
For questions about RA selection & training, email reslife@newschool.edu

Offices	Telephone
24-hour Security Desk	212.229.7001
Student Support and Crisis Management	212.229.5900 x3189
Student Health Services	212.598.4796
Counseling Services	212.229.1671
Health Educator	212.229.5687 x4605
Disability Services	212.229.5626
Student Rights & Responsibilities	212.229.5349

Calendar: Important Dates to remember

Aug 18 & 19	First-Year-Student Student Check In
Aug 21	New Grad Student, AAS & Transfer Student Check In
Aug 28	Returning Student Check In
Dec 19	Classes and Exams end for the Fall 2011 Semester
TBA	Spring semester classes begin
TBA	RA Application Info Sessions for the 2011-2012 year
TBA	RA Applications Deadline
TBA	RA Group Process Interviews
TBA	RA Individual Interview Process
TBA	Applications for Summer Housing due
May 14	Classes and Exams end for the Spring 2011 Semester
May 15	Move out deadline for non-Graduating students (12 noon)
May 18	Graduation
May 19	Move out deadline for Graduating students (12 noon)