

# NEW YORK MEDICAL COLLEGE A MEMBER OF TOURO UNIVERSITY

## **OUR LETTER OF WELCOME**

On behalf of the Office of Student & Residential Life, we would like to take this opportunity to welcome you to New York Medical College ("NYMC") and to the Residence Life Family. We are delighted that you have elected to live on campus and experience the **benefits** of living in our residential community.

Within the fifteen (15) buildings that comprise Grasslands housing on the Valhalla Campus, our goal is to provide safe, comfortable, and affordable accommodations to the greatest number of full-time students. The Office of Student & Residential Life strives to serve our residents as efficiently and effectively as possible. Our Residential Life staff work to provide opportunities and programs that contribute to your success and serve as a complement to your education. It is our hope that you take advantage of these opportunities and become an involved and engaged member of the community.

This Student & Residential Life Policy Handbook details the services available to building residents, as well as the responsibilities that all residents accept while living in NYMC housing. These policies are designed to enhance your residential experience, as well as to ensure an atmosphere that is conducive to study and learning.

We hope your experience living in our residential community exceeds your expectations and enables you to create memories with your fellow residents academically and socially. We look forward to your positive contributions at New York Medical College!

Katherine Smith, MSW

Director of Student & Residential Life

#### IMPORTANT PHONE NUMBERS

Office of Student & Residential Life (914) 594-4832

## **Maintenance Staff**

Superintendent's Office: (914) 594-3354 Facilities: (914) 594 - 4588

# **Emergencies**

Public Safety: (914) 594-4226 Police/Fire/Ambulance: 911

#### STUDENT HOUSING AGREEMENT TERMS

INITIATION OF THE AGREEMENT

A Student Housing License Agreement (the "Agreement"), when approved and signed, is binding for the term indicated or the remaining portion thereof. This Agreement shall not be construed as creating or vesting in the occupant any estate or leasehold interest in the assigned housing, or any other interest or rights of a tenant, whether under New York State Laws or otherwise. This Agreement shall not be deemed to constitute a lease or to create or transfer any interest in real estate. The occupant is a licensee with the limited right to use and occupy the housing unit assigned to the occupant, subject to the terms and conditions set forth herein. Acceptance by NYMC of payments made for housing by an unauthorized occupant will not under any circumstances create a lease or the relationship of landlord and tenant between NYMC and the unauthorized occupant. NYMC reserves the right to terminate the license at its sole discretion.

Failure to execute the Agreement and any other documents as requested by The Office of Student & Residential Life will result in fees and possible eviction. The occupancy period begins and ends on the announced dates. The occupancy period may be subject to change based upon unforeseen alterations in the academic year calendar or for reasons as determined by NYMC in its sole discretion. An occupant may, in writing, request permission from The Office of Student & Residential Life to exceed the occupancy period for a limited time.

## **ELIGIBILITY**

To be eligible for occupancy in New York Medical College owned housing, a person must be currently registered at NYMC or Touro College of Dental Medicine ("TCDM") as a full-time, matriculated degree candidate, complete a Student Housing Application, have submitted all associated application fees and have an approved, fully executed Housing Agreement. In addition, applicants for family housing must submit proof of family status consisting of a marriage certificate/domestic partnership/ birth certificate satisfactory to the Office of Student & Residential Life. Any change in status must be reported to The Office of Student & Residential Life immediately and may affect eligibility for NYMC Housing. Ineligibility for NYMC Housing shall result in termination of this Agreement at the sole discretion of NYMC. The Office of Student & Residential Life reserves the right not to provide housing if it is inconsistent with the values, identity, and mission of New York Medical College to operate in a manner that is respectful and sensitive to all faiths. The Office of Student & Residential Life also reserves the right to remove any unauthorized occupant from NYMC Housing.

#### **ASSIGNMENT**

Each occupant with an approved and signed Housing Agreement shall be assigned to a specific apartment and/or bedroom. He/she agrees to occupy only the room or apartment assigned. Only those additional occupants from the primary occupant's immediate family, or certified domestic partnership, who are approved by The Office of Student & Residential Life and listed on the Housing Agreement, may reside in the space. Occupants are prohibited from taking a roommate, assigning, leasing, licensing, subletting or in any other manner transferring their interest under the Housing Agreement or permitting any part of the accommodations to be shared by person(s) not approved by The Office of Student & Residential Life.

#### **TERMINATION**

NYMC reserves the right to revoke, cancel or terminate the Housing Agreement and repossess rooms or apartments in the event of an epidemic or other emergency, or for any other reason in the sole discretion of NYMC. All occupants who withdraw, graduate, take a leave, or are otherwise separated from NYMC must vacate their rooms within 3 DAYS of the effective date of such action, unless granted a written extension by The Office of Student & Residential Life.

In addition, NYMC reserves the right to immediately terminate the Housing Agreement or reassign an occupant to other student housing, at NYMC's sole discretion, if the occupant:

- Fails to check-in by the agreed upon date, without notification to the Office of Student & Residential Life of a late arrival;
- Engages in or threatens acts or behavior that in NYMC's sole opinion may (i) endanger public order or property, (ii) threaten the personal safety or security of the occupant or others (by acts of physical or mental harassment, self-harm, or other means), (iii) disrupts other students, or (iv) engages in theft or destruction of private or public property
- Refuses an evaluation by NYMC Student Mental Health Services staff, following your hospitalization for psychiatric reasons;
- Ceases to meet the eligibility requirements for NYMC housing; or
- Any other reason expressly set forth in this policy handbook.

# CONDITIONS OF OCCUPANCY

The rules, regulations, and policies of NYMC, the School of Medicine ("SOM"), the Graduate School of Biomedical Sciences ("GSBMS", the School Health Sciences and Practice ("SHSP"), and TCDM, as well as those of The Office of Student & Residential Life, now in effect or hereafter amended from time to time, are made a part of this Agreement. Occupancy of NYMC-owned or operated housing constitutes acceptance of the rules and regulations of NYMC, SOM, GSBMS, SHSP, TCDM, and The Office of Student & Residential Life, as stated in this Handbook.

Any violation of such rules, regulations, and policies may result in termination of this agreement at the option of NYMC. Final adjudication of housing violations shall be the sole responsibility of The Office of Student & Residential Life.

#### LIABILITY

In the event of damage by fire, water, steam or other causes which render the room or apartment wholly unfit for occupancy, NYMC reserves the right to reassign the occupant to alternate NYMC housing accommodations. If alternate space is not available, the Agreement may be terminated.

## HOLD HARMLESS

Occupant agrees to release, waive, and forever discharge, and agree not to sue NYMC and its officers, trustees, employees, contractors, volunteers, agents, anyone acting under its control or on its behalf, and each of their respective affiliates and related entities and successors and/or assigns, from any and all damages, liabilities, claims, expenses, or losses (collectively, "Claims") resulting from or arising out of Occupant's use of space within Student Housing, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless NYMC and its officers, trustees, employees, contractors, volunteers, agents, anyone acting under its control or on its behalf, and each of their respective affiliates and related entities and successors and/or assigns, from any Claims resulting from or arising out of Occupant's breach of the terms and conditions of your housing agreement. Occupant understands that by residing in Grasslands Housing, Occupant is assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

#### DAMAGE TO PERSONAL PROPERTY

NYMC shall not be liable, directly or indirectly, for any loss of or damage to any article or personal property anywhere in Student Housing, whether or not caused by NYMC's negligence. Personal and other property of occupants is not covered by NYMC insurance. As of July 1, 2022, all housing occupants will be required to carry their own renter's insurance against loss or damage of their property.

## WAIVER LIMITATION

The failure by NYMC to enforce, or its waiver, of any provision(s) of the Housing Agreement in any particular instance shall be limited to such instance and shall not prevent NYMC from requiring full performance or compliance therewith at any future time. All waivers must be in writing and subscribed to by an authorized NYMC official.

## **COSTS OF COMPLIANCE**

The Occupant will be responsible for any and all costs, including legal expenses, incurred by NYMC associated with enforcement of this Housing Agreement.

# **APPLICABLE LAW**

The Housing Agreement shall be interpreted and enforceable in accordance with the law of the State of New York.

# RIGHTS AND RESPONSIBILITIES

It is expected that all occupants of NYMC residence buildings conduct themselves and treat fellow occupants in a mature respectful manner. NYMC expects all occupants to adhere to the "Students' Rights and Responsibilities" promoted by the Association of College and University Housing Officers-International (ACUHO-I).

Each resident living on campus possesses specific individual and group rights and responsibilities which must serve to guide housing personnel in making decisions concerning student welfare and behavior. Each resident has the right to engage in activities and programs that are part of the New York Medical College Community.

However, with these rights, residents have reciprocal responsibilities to ensure these same rights for other residents. These standards define minimal expectations regarding these rights and responsibilities.

# Residents have the right to:

- Have reasonable access to their living accommodations based on a published schedule of occupancy.
- Live in a clean and secure environment.
- Facilities and programs that support the pursuit of academic success.
- Expect a regionally competitive price on housing accommodations and/or food service.
- Have access to written copies of university housing rules and regulations, or individual building policies that govern individual and group behavior.
- The respect and safety of personal property.
- Study without interruption or interference.
- Be free from unreasonable noise.
- Be free of intimidation or harassment.
- Express themselves freely within established guidelines.
- Expect enforcement of housing agreement/contract.
- Have direct access to staff who provide assistance, guidance, and support as needed.
- Host guests, within established guidelines.
- Receive equitable treatment when behavior is in question.
- Enjoy individual freedoms regardless of race, ethnicity, sex, national origin, disability, age, religion, sexual orientation, or political affiliation.
- Participate in resident governmental bodies, and housing departmental committees.
- Have access to individual and group social, educational, and developmental opportunities in their living community.

# Residents have the responsibility to:

- Adhere to rules and regulations.
- Comply with reasonable requests made by staff, or university officials, or fellow residents.
- Respond to communications from staff, or university officials in a respectful and timely manner.
- Meet payment schedules for room, board, and other required housing fees.
- Monitor and accept responsibility for the behavior of guests.
- Report violations of rules and regulations to appropriate staff.
- Respect the rights of others, as stated above.
- Respect the diverse backgrounds and interests of those others who are different from them.
- Treat others in a civil manner and manage conflict in a mature manner.
- Be serious in their academic pursuits.
- Participate actively in self-governance.
- Participate in housing departmental committees as requested.
- Express themselves individually, or by association with groups.
- Participate in judicial proceedings to determine appropriate standards of behavior.
- Contribute positively to the community by participating in educational and developmental activities.

## AIR CONDITIONERS

The Valhalla campus buildings are not air-conditioned, and window air conditioners are not permitted. Air conditioner sleeves are provided to allow occupants to install their own unit. In Grasslands I, air conditioners must be no more than 220 volts. In the Grasslands II, units must be 115 volts. The air conditioner must properly fit in the sleeve and may not extend out the back. All students are responsible for installing, bringing, and

removing their air conditioning units. Any incorrect installation, wrong size unit, use of window unit, or unit exceeding allowable wattage, can and will result in Housing Staff removing the unit. Any incorrect installation can deteriorate the structure of the building and may result in damage charges. Failure to remove the air conditioning unit at the end of the school year will result in the loss of your housing deposit.

The sleeve sizes are:

Grasslands I 16" high x 27 ½" wide x 15 ½" deep Grasslands II 16 ½" high x 26" wide x 16 7/8" deep

The recommended BTU for each room is:

Living Room 10,500 BTU Bedroom 6,500 BT

#### **ALCOHOL**

The primary concern of New York Medical College's alcohol policy is the health and safety of all members of the college community. Curtailing the misuse of alcohol on campus is an important goal of the college. NYMC respects the laws of the State of New York, as well as intervenes in situations that may cause harm to students. Each student must assume full personal responsibility for his or her compliance with the New York State Alcoholic Beverage Control Law, the New York General Obligations Law and the NYMC policy on alcohol. Students who procure alcoholic beverages for or who serve alcoholic beverages to underage persons, who falsify documents, or who contribute in any way to illegal alcohol consumption, are not conducting themselves in a responsible manner. Further, a student who contributes in any way, however minor, to the intoxication of another person may be held personally liable for any injury or damage that the intoxicated person causes or in which he or she becomes involved. Kegs are not permitted on campus, and hard liquor of any kind is not permitted at outdoor events. Alcoholic beverages are not allowed in hallways, lounges, the Student Center etc. Please refer to the event policy for additional information.

## **APPLIANCES**

Occupants may not use any household appliances in the apartments unless the appliances are identified as Permitted Appliances below or the occupant has received prior written permission from the Housing Office.

Permitted Appliances individually may use no more than 750 watts of electricity and are one of the following: air purifiers, dehumidifiers, blenders and coffee makers with auto-shutoffs, toasters (only those without a toaster over feature), crock pot/slow cooker, blow dryers, hair irons, rice cookers, computers, printers, video game systems, televisions, radios, LED lights and fans. In order to accommodate diverse food needs, students may install one additional refrigerator in Grasslands I, and up to two additional refrigerators in Grasslands II. All extra refrigerators must be no larger than 2.5 cubic feet. Permissibility of air conditioners are addressed in the "Air Conditioning" section above.

Unacceptable electrical appliances include, but are not limited to, toaster ovens, deep fryers, hot plates, open heating unit appliances, space heaters (unless provided by the Resident Superintendent), halogen lamps, and electrical adaptors (that allow numerous plugs in one outlet).

All extension cords and power strips must be UL approved, heavy duty and in good condition. Cooking appliances, including coffee makers, are not permitted in bedrooms, and must be plugged directly into the wall when used in the kitchen. Cooking appliances should be used one at a time, have an automatic shut off and be unplugged when not in use. Students are not to plug appliances into extension cords.

#### **BALCONIES & TERRACES**

Balconies and terraces may only be used for sitting. Barbecuing and storage is not permitted on the balconies or terraces. College-owned furniture may not be used on the terraces or balconies at any time. Please do not sit or lean on railings, hanging anything from the railings or the sliding doors is prohibited, including but not limited to flags, banners, laundry, etc. There should not be more than 4 people on a balcony at one time.

#### **BARBECUES**

Barbecuing is only permitted in college-supplied grills. Grills and picnic tables have been installed in the grass areas on the Valhalla campus. Be sure to clean the grills and dispose of the ashes after barbecuing. Gas grills are not permitted in or around any College-owned building.

## **BICYCLES**

Bicycles must be stored in the apartment or the provided bike racks on campus. Bicycles may not be stored in the hallways, stairwells or lobbies. Please use care when carrying bicycles in the public areas in order not to mark the walls or floors. E-Bikes are prohibited from the NYMC/TCDM campus.

## **BULLETIN BOARDS**

Bulletin boards are provided for posting housing and campus related information. Flyers may not be posted on the walls, doors or windows. Students are responsible for removing any fliers they post that are outdated. All posted items must be kept current.

## **CANCELLATION POLICY**

First time applicants for NYMC housing are required to pay a \$200 non-refundable housing application fee, in addition to a \$500 deposit to hold the room. This deposit will be credited towards the first semester rent. Once an incoming or first time housing student receives their housing assignment they will be given 24 hours to cancel their assignment in writing without being responsible for the term of the agreement. Once this 24-hour period has passed the student will not be refunded in the event the applicant no longer needs or wishes to reside in college housing. Housing is not guaranteed and space is limited.

The Office of Student & Residential Life maintains a list of all occupants who have notified, in writing, that they will be vacating their housing during the term of their housing agreement. The list will be maintained in the order notices are received. When a new occupant begins payment for housing, the person on the top of the list will be relieved of their payment obligations, regardless of the apartment actually assigned. Current students who wish to vacate their housing during the term of their housing agreement are responsible for all payments for the term until, and unless, they are removed from the list. Reassigning the space of the terminated occupant will not necessarily relieve that occupant of the housing payment responsibility.

Students who vacate on-campus housing due to an approved Leave of Absence (LOA) will not be responsible for the remainder of rent payments for their housing agreement term.

## **CABLE & INTERNET**

The college provides broadcast network channels, popular cable channels and more. Students must provide their own televisions and cable cords. Each apartment is equipped with a modem in the living room (G2) or in one bedroom (G1). Students are responsible for keeping the cable equipment on the wall where they are installed in their apartments. Failure to do so will result in a \$1,000.00 fee for replacement(s). All cable equipment is property of Privatel. Any students found tampering, damaging, removing or relocating the equipment will incur charges to their student accounts. Students may not upgrade their internet speed or the services offered on campus by contacting the provider directly. Cable and internet issues should be reported to the Superintendent in a work order. Students are permitted to contact Privatel directly through emailing them at service@privatelinc.com. Cable and internet issues are not emergency maintenance issues.

## **CANDLES/INCENSE**

Due to the risk of fire hazard, burning of candles or incense is not allowed in Grasslands Housing. Candles and/or incense found in student apartments are subject to confiscation and disposal. Students may be fined for violating this policy.

Religious Use of Candles: To obtain permission for candle use for religious ceremonies, a written statement from the requestor's religious or spiritual leader must be submitted identifying the religious celebration and the nature of the use of the candles. Requests must be filed with the Office of Student & Residential Life at the beginning of each academic year, and no later than 2 weeks after move-in.

Approval will be granted for a specific location only, and copies of the approval will be submitted to the Department of Environmental Health & Safety and NYMC Public Safety. NYMC reserves the right to deny any request for the use of candles.

When candles and incense are permitted for religious use, they are subject to the following requirements:

- 1. Candles are not permitted within any sleeping areas or other non-shared space other than those listed below.
- 2. Candles may not be left unattended while burning, as they pose a serious safety risk to people and property.
- 3. All readily combustible materials, such as curtains or drapes, must be secured away from the open flame.
- 4. All candles must be placed on a non-combustible surface and placed in a shallow pan or dish of water on a hard flat surface.
- 5. Candles shall be doused with water prior to disposal.
- 6. Sabbath & Religious Holidays: If electric lights cannot be used as a substitute, candles must be tea lights (no tapers) in a candleholder approved by the Office of Environmental Health & Safety.
- 7. If electric lights cannot be used as a substitute, Havdalah candles must be of the type that has a wider base than the top and sit on a surface without a holder. It must be placed in a shallow pan or dish of water on a hard flat surface.
- 8. If electric lights cannot be used as a substitute, Chanukah candles may be lit outside the front of the houses or on balconies if the Chanukah (menorah) is placed in a fish tank, which has at least ½ inch of water at the bottom. Chanukah lights may not be left unattended.

## **CHECK-IN REQUIREMENTS**

Prior to check-in, occupants will be required to sign a NYMC Housing Agreement. Additionally, prior to an occupant's check-in, the staff of The Office of Student & Residential Life inspects all areas of the room/apartment. It is the occupant's responsibility to notify the Superintendent's Office immediately upon check-in if any maintenance or housekeeping problems were overlooked during the inspection. If a student does not check in by the specified date without contacting the office via email, they could risk losing their housing assignment.

## **CHECKOUT REQUIREMENTS**

The procedures and guidelines listed below must be followed for proper checkout to occur. Failure to follow proper checkout guidelines may result in possible continued housing charges.

Notification/Check-Out Inspection Arrangements for a checkout inspection may be made with the Resident Superintendent, or students may also use the "Express Checkout Option" Occupants who are not present at a checkout (Express Checkout) inspection agree to accept NYMC's decisions regarding damages/assessments. All students who do not follow proper checkout procedures will forfeit their security deposit. Students who stay beyond the assigned checkout date including, but not limited to extensions that have approval from The Office of Student & Residential Life may incur a fee of up to \$150 per day.

Keys – All apartment keys must be labeled and returned directly to the Superintendent's Office. The date that the keys are received by the Superintendent's Office and the space is vacant will be the official checkout date of an occupant and will be used for processing final housing charges, regardless whether the date that the individual actually vacates is earlier. Keys shall not be given directly to roommates, new occupants of the apartment, or any other individual. Costs for lock changes and key replacements will be billed to occupants.

# **CONSOLIDATIONS**

Students may be required to switch rooms if one or more of their roommates is not retaining, or at the request of the Director of Student & Residential Life. Any student who chooses to retain their current room in an apartment with 2 or more anticipated vacancies may be required to consolidate to another apartment. Any 2 students who retained their bedrooms in a 4-bedroom unit will either be required to consolidate to another apartment or consolidate to one side of the unit. \*Students cannot leave campus for the summer break without completing such a move\* The students that are required to change rooms is left to the discretion of student housing

#### **COVID-19 ISOLATION POLICY**

The Office of Student & Residential Life at New York Medical College is committed to an effective and efficient response to students who suspect they may have COVID -19. For the safety and comfort of all students living on campus, students will adhere to the following guidelines.

• If a student suspects that they may be displaying symptoms consistent with COVID-19 infection, he/she should contact Health Services or their physician by telephone immediately and comply with all directions given. Students speaking with their physician are also to notify Health Services.

- Any student who may be displaying symptoms of COVID -19 should self-isolate until they can seek medical advice.
- If a student displays symptoms or is tested positive for COVID 19, he/she must follow the isolation protocol of the New York State Department of Health and cooperate with contact tracing efforts.
- For confirmed cases: The Westchester County Department of Health will inform contacts of the requirement to quarantine.
- For symptomatic suspect cases: Health Services will notify contacts in collaboration with the student.
- Exposed students who are at high risk of COVID-19 associated complications and who live
  with a student who is a confirmed COVID case, may be given the opportunity to relocate to
  another apartment during the time period that the isolated case is considered infectious on a
  space available basis. Consistent with CDC guidance, "at high risk of COVID-19 associated
  complications" are students with immune suppression due to disease or medication and
  students with chronic cardio-vascular or pulmonary conditions.
- Covid-19 positive students must contact Student & Residential Life and inform them of a positive case, so we can alert maintenance to avoid routine repairs in that unit.

New York Medical College is not responsible for providing or paying for isolation rooms, food, or laundry during isolation periods. The Office of Student & Residential Life will provide students informational resources to meet their needs during quarantine and isolation periods, however New York Medical College is not responsible for providing or paying for isolation rooms, food, or laundry.

## **DAMAGES**

Occupants are liable for any damage and/or loss caused to the room/apartment or furnishings. All costs associated with repairing or replacing the damage will be charged to the responsible individual or group. When responsibility for damage or loss cannot be attributed to a specific person, the cost for repair or replacement may be charged equally to all occupants of the unit. Damage or loss must be promptly reported to Maintenance immediately. Prior to vacating an apartment, the occupant must schedule an appointment with the Superintendent to inventory the apartment and note any damage. Any damage, other than normal wear and tear, will be charged to the responsible individual. Students who fail to make a proper checkout appointment will also incur fees.

Vandalism and other non-routine damage in public areas shall be the responsibility of all occupants. Tampering with any of the plumbing in housing is a policy violation. Bidets are not permitted and cause significant damage to the plumbing. The cost to repair damaged and/or vandalized property is indirectly charged to all occupants through increased monthly housing charges. Occupants are encouraged to report incidences of vandalism and strive to minimize the level of vandalism on campus. All apartments will be re-inspected after they are vacated and all students have checked out. There may be other charges and/or disciplinary action taken for damage to the room or its contents and missing items not noted on initial inspection. Some of these costs may be adjusted depending on the cost of replacement or labor.

Carbon Monoxide Detector	75
Smoke Detector	75
Lighting Fixtures	150
Painting (full room)	350
Plaster & Paint one wall	400
Carpet Damage	300
Modem	1000
Modem Plug	50
Internet Jack	100
Air Conditioner Sleeve Replacement	100
Air Conditioner Removal	100

Shower Rod	50
Bathroom Floor	1000
Shower Fixtures	125
Mirror	175
Sink/Faucet/Fixtures	125
Toilet	300
Toilet Seat Cover	25
Toilet Paper Roll Dispenser	25

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Smoke Detector	75
Lighting Fixtures	150
Painting (full room)	350
Plaster & Paint one wall	400
Carpet Damage	300
Modem	1000
Modem Plug	50
Internet Jack	100
Air Conditioner Sleeve Replacement	100
Air Conditioner Removal	100

Kitchen Table	400
Kitchen Chairs	150
Refrigerator	750
Refrigerator Shelving	100
Kitchen Sink/Fixtures	150
Kitchen Cabinet (each)	150
Microwave	150
Stove	700
Burners (each)	75
Door	500
Doorknobs	100
Peep hole	75
Improper Checkout	200
Cleaning Charges	300
Bulk Item Removal	100
Furniture Disassembly	150
Closet Door	100
Closet Shelves	100
Closet Rod	100
Desk	700
Dresser	300
Bed	400
Mattress	400
Chair	600
Chan	000

150

Blinds (per window)

#### DANGEROUS INSTRUMENTS WEAPONS POLICY

The possession, use or storage of any weapon as defined below or dangerous instrument (defined as any instrument, article or substance, including a "vehicle" as that term is defined in the N.Y.S. Vehicle and Traffic Law), which, under circumstances in which it is used, attempted to be used or threatened to be used, is reasonably capable of causing death or physical injury, is strictly prohibited on NYMC owned, leased or controlled property. Occupants may not participate in any actions that are inconsistent with City, County, State, or Federal regulations, laws or statutes. Possession and/or use of such items will result in confiscation, disciplinary action, and possible expulsion.

Weapons prohibited on any NYMC owned, leased or controlled properties include, without limitation, replicas, firearms (defined as any gun, from which a shot, reasonably capable of causing death or physical injury, may be discharged); rifles, pistols, or handguns designated to fire bullets, BBs, pellets, or shots, including paint balls, regardless of propellant used or if no propellant is used as in starter or blank guns/pistols; "Electronic dart or stun guns"; knives (including but not limited to, hunting, switchblade, gravity, "Butterfly," sport, daggers, cane swords, decorative, or throwing of any size or any large blade kitchen knife displayed in public areas); bows and arrows, crossbows, sling shots or similar devices; ammunition; gunpowder, fireworks, explosives, noxious materials, such as aerosol mace (CN or CS type), or any unauthorized hazardous materials or chemicals; other weapons, such as batons, billy clubs, nightsticks, kubatons, blackjacks, slapjacks, slap gloves, brass knuckles, Pilum ballistic knives, "Chuka sticks", "Kung Fu stars", or other martial arts equipment; explosives and fireworks of any sort or any other weapon described in the New York State Penal Law.

Any religious articles or items that could be characterized or perceived as a dangerous instrument or weapon must be brought to the attention of the Director of Student & Residential Life for inspection and/or approval by NYMC Public Safety prior to moving-in or being transported to campus. Exceptions to this policy must be approved in writing by the Director of NYMC Public Safety and NYMC Legal Counsel.

## DRUG FREE SCHOOL AND CAMPUS POLICY

NYMC recognizes its responsibility to prevent the illicit use of drugs on College premises by faculty, students, and employees. Therefore, the College has developed and adopted a Drug-Prevention Program, which states (in part): It is the policy of NYMC to prohibit the unlawful possession, use, or distribution of illicit drugs and the abuse of alcohol on College premises. Violation of the above shall result in, as a primary and remedial objective, written submission satisfactory to the College indicating completion of an approved drug or alcohol counseling or, appropriate disciplinary action, up to and including suspension or termination of the student housing agreement and, as applicable, referral for prosecution. No kegs are permitted at any on-campus event. (Reference the policy as stated in the NYMC Student Handbook).

## **ELECTRIC APPLIANCES**

Fire safety is a concern in any residential setting. As a result, certain electrical appliances are not allowed in Grasslands Housing.

Approved appliances include stereo, TV, microwave oven, iron, study lamps, hair-dryers, personal computers, electric razors, coffee pots, and hot pots (with enclosed heating unit and auto cut-off element). Appliances used to cook or heat food are only permitted for use in the kitchen. All appliances must be UL certified. Appliances should be used one at a time and should be unplugged when not in use.

## **FAMILY HOUSING**

NYMC has limited availability for families who wish to live on campus. Assignments are based on available inventory. While we do our best to accommodate family housing requests, spaces are limited and there is no guarantee that there will be suitable space for each family housing applicant.

- Family housing is available only to full time matriculated NYMC/TCDM students and their family members who use the unit as their primary, permanent residence.
- Incoming students may apply for family housing during the appropriate application time frame; current matriculated students are welcome to participate in Spring Housing Selection.
- Students must provide government certified documentation in order to qualify as a married couple or domestic partners. If the student is married, a copy of their marriage certificate must be submitted. A government issued certificate of Domestic Partnership is also acceptable. The documentation should be emailed to housing@nymc.edu.
- Availability of family housing is not guaranteed, and submission of an application and supporting materials does not constitute a guarantee of family housing.

#### FITNESS CENTER/ STUDENT CENTER

The fitness center is open to Grasslands Housing Residents only and is open 24-hours a day. The door is locked at all times and students may gain access to the building using their NYMC ID card. Use of the fitness facility or equipment for any purpose is AT YOUR OWN RISK. New York Medical College is not responsible for personal injury or property loss.

Students may not drop weights or create excessive noise any time of the day, quiet hours are from 11:00 pm-8:00 am. Only housing students are permitted to use the student center on Old Farm Road. Students found in violation of this policy will face penalties and may lose fitness center privileges.

#### **FURNITURE POLICY**

Grasslands II suite-style apartments are furnished. Occupants may also provide their own furnishings; however, all NYMC provided furniture must remain in the assigned apartment and may not be moved from rooms, apartments, or public areas without permission, nor should it be brought outdoors. Storage space is not available. Charges for not returning any furnishings to their proper location will be assessed against the occupant(s) responsible. Unauthorized removal of furnishings from the building will constitute a theft. Housing will replace outdated furniture at any given time throughout the year, we will provide ample notice to students when this occurs and expect everyone to follow the procedures when asked. Students will incur fines if procedures for replacing furniture are not adhered to.

#### **GROUP GATHERING POLICY**

New York Medical College requires campus housing residents to respect their fellow students and neighbors and encourages all residents to act responsibly. Inside gatherings are limited to double the number of unit Residents plus one. For example, if you live in a 2 person apartment, you can have a gathering with 5 individuals total, (2+2+1), if you live in a 4 person apartment, you can have 9 individuals total, (4+4+1). Any gatherings with an anticipated attendance larger than 9 needs prior approval from the Office of Student & Residential Life.

Outside Gatherings are permitted in small groups, no larger than 30 people. All outside gatherings must comply with quiet hours (please refer to Housing Policy Handbook for the noise policy). In addition, the following apply to outside gatherings: A.) Grill use is permitted. Beer and wine is permitted in moderation, but hard liquor is not allowed at outside gatherings. B.) Any gatherings with an anticipated attendance of 20+ people must get prior approval from the office of Student and Residential Life in coordination with the Office of Public Safety.

All Residents and Guests are expected to follow instructions of any NYMC Public Safety officer. Any violations of housing or gatherings policies subject students to disciplinary action. As New York State rules are rapidly changing, this College policy is superseded by any more restrictive state or local requirements and may be amended at any time by the College.

#### **HEALTH & HYGIENE POLICY**

Health and hygiene standards affect everyone within the apartment, but also can create adverse living standards for neighbors within the unit, including attracting pests and vermin. Unsanitary conditions left unchecked throughout the academic year can cause long-term damages to the apartment. The impact of unreasonable amounts of trash, food waste, and bathroom waste on roommate relationships is also of concern.

Therefore, our apartments must be maintained to a minimum healthy standard, not only for the maintenance of the spaces and the health of the individuals residing within the unit but also for well-being of all occupants. Residents must keep kitchens and bathrooms reasonably clean and hygienic. Trash should be removed weekly and is not permitted to overflow onto floor spaces. Appliances should be regularly cleaned. Spills should be cleaned. Stove range drip pans should be regularly cleaned. The Office of Student and Residential Life will replace damaged drip pans, but an effort to clean the pans should be made.

Residents are expected to maintain a reasonable level of tidiness in common areas. A reasonable level of tidiness would include, but is not limited to, keeping the floors clear of personal belongings, the counter spaces clear of excessive food and used kitchenware, and enough bathroom space clean and ready to use for the number of open spaces within the suite. The Office of Student and Residential Life reserves the right to determine reasonableness in cleanliness and tidiness and what constitutes excessive food or trash in common spaces.

Failure to correct health and hygiene standard issues as determined by the Office of Student and Residential Life within 2 days of written notification may result in cleaning fees being assessed to responsible individuals or to the total occupants of the apartment. Mediation will be offered and hygiene standards enforced if unreasonable cleaning habits are causing concerns between the residents of the suite. Repeated violations of the policy may result in disciplinary action up to and including removal from housing.

#### **HOVER BOARDS AND E-BIKES**

The use and possession of hover boards, self-propelled scooters, and similar devices on college property, and/or storage at NYMC is prohibited. Should these devices be found on the campus, they will be confiscated by appropriate college staff. Such violations will be referred to through the student conduct process.

## INSPECTION POLICY

Right to Enter Rooms: The College reserves the unconditional right to enter any room occupied by students pursuant to this Agreement at any time in the interest of health, safety, and conduct, or for repair of facilities, as outlined in the Handbook.

Authorized College personnel, or authorized agents or sub- contractors of the College, may enter a student's room for any of these purposes at any time whether or not the occupants are present. Members of the Student and Residential Life, Maintenance, Facility and Public Safety Staff may confiscate any unauthorized, suspicious, or illegal items that they find in the room during entry.

## INSTITUTIONAL IDENTITY POLICY

It is important for New York Medical College to enhance public awareness of the institution and its excellence through the proper use of its name and logo. The use of the name or official seal or other logo of the College in conjunction with any public effort, activity, or product requires the prior written permission of the Office of Public Relations of the College.

## **INSURANCE**

NYMC is not liable for any loss of or damage to personal property within the apartments. Personal and other property of occupants is not covered by NYMC insurance. All building occupants are required to carry their own renter's insurance. Proof of a renter's insurance policy is required. Students who are considered dependents may also wish to check to see if they are covered under their parents' homeowner's policy. You may obtain Renter's insurance information from the website https://www.nymc.edu/current-students/student-services/housing--residential-life/renters-insurance/

## **KEYS/LOCKOUTS**

All residents are responsible for carrying their keys with them at all times. In order to maintain security of the buildings and apartments, all doors should be locked and may not be propped open. It is the responsibility of all occupants of college owned housing to report any lost or stolen keys. Building residents may not duplicate keys or lend keys to other persons. Lost keys should be reported to the Maintenance Office. The resident may request either new keys or a lock change. If keys have been stolen or have any identifying marks that indicate the apartment number, a lock change may be mandated.

If a lock is changed, all residents with a key to the old lock must turn in that key in order to receive a new key. If they do not have a key, they will be issued a new key and be charged for the replacement. The cost of any replacement keys and/or lock change will be charged to the student who initiated this action.

In the event a building occupant is locked out, the Superintendent and/or NYMC Security will unlock a door according to the times below. When school is closed in observance of Jewish Holidays, please contact Office of Public Safety.

Monday- Friday

8:00 a.m. – 4:00 p.m. Contact Maintenance/Facilities (914) 594-4588 4:00 p.m. – 8:00 a.m. Contact Public Safety at 914-594-4226

Saturday & Sunday

Contact Public Safety at 914-594-4226

#### LAUNDRY FACILITIES

Only current residents of Grasslands housing are permitted to use the laundry rooms. Those found in violation will lose privileges. Follow the posted instructions when reporting out of order machines. Please also place a work order with the Superintendent so he is aware of the malfunction and can place an out of order sign on the machine. The College is not responsible for missing or damaged items.

Please do not remove someone else's items from the laundry room or leave property unattended for long periods of time. Items will be considered abandoned property if left more than 24 hours. Students are encouraged to allow a 10-minute grace period before moving someone else's laundry out of a washer or dryer that has completed its cycle, but residents are permitted to remove items (and set them aside in the laundry room) that have completed their cycle and are left unattended for more than 10 minutes.

## LEAVE OF ABSENCE PROCEDURES

Any residential student planning to take an official Leave of Absence (LOA) should complete the following steps:

- 1. Complete appropriate LOA paperwork through the appropriate Dean's office (obtaining all required signatures and advance approval).
- 2. Provide the Office of Student & Residential Life with written confirmation of the LOA.
- 3. If desired, file an application for approval to remain in on-campus housing during the LOA with the Office of Student & Residential Life.
- 4. Schedule an official check-out with Student & Residential Life in advance of departure.

Any withdrawal or leave from New York Medical College makes students ineligible for on-campus housing. However, students on an official LOA may apply for approval to remain in housing during some or all of the leave. Approvals to remain will be based upon a totality of the circumstances of each application including, but not limited to, the duration of expected leave, expected activity at the College during the leave, housing demand and supply levels, and the potential for disruption to active students. Students who vacate on-campus housing due to a LOA will not be responsible for the remainder of rent payments for their Housing Agreement term.

When students anticipate a return from their LOA (and have vacated housing), they should contact The Office of Student & Residential Life at least 3 months in advance to complete a Student Housing Application and be put on the housing waiting list. The Office of Student & Residential Life makes every effort to place returning students in available on-campus housing.

## MAIL AND PACKAGE DELIVERY

All mail is delivered directly from the US Postal Service to assigned mailboxes. Mail will only be delivered to those students who are residents of the assigned apartment or who are legally sublicensing the assigned apartment. All mail should be addressed as follows:

Occupant's Name Apt. # Old Farm Road Valhalla, New York 10595 "New York Medical College", "NYMC", "40 Sunshine Cottage Road" or "Grasslands Housing" MUST NOT be included in the address. If you do not include the correct address on letters or packages your mail will be returned to the sender. If you receive mail for the previous occupant of your apartment, write "Not at This Address, Please Forward" on the envelope and place it in the outgoing mail slot. It is encouraged that students request signature upon delivery to alleviate lost or misplaced deliveries.

## MAINTENANCE REQUEST PROCEDURES

Maintenance requests should be submitted through HIPPO.

- Log onto TouroOne and scroll down on the main page to the Housing Section.
- "Work and Key Request Link" or "Work Order Request"
- Within HIPPO, you will be able to enter a work order. Be sure to include contact information including apartment number, room, phone number and email address.

If you have any difficulties accessing HIPPO, please contact Susan Butler, the administrator in the Office of Facilities Management, at Susan butler@nymc.edu or (914) 594-4588.

Maintenance emergencies should be called directly into the Office of Public Safety. All non-emergency requests should be completed within five working days. If not, it should be reported to the Director of Student & Residence Life. Every effort will be made to complete the required repairs between the hours of 8 a.m. and 5 p.m. However, emergencies may dictate work to be done at "off-times". If this is the case, every attempt will be made to notify residents in advance. Yet, sometimes advance notice is not possible. Requests for work which is deemed vandalism or malicious damage will be billed to the appropriate occupant(s).

Authorized College staff or authorized agents or sub-contractors of the College may enter any room, suite, or apartment at reasonable times to inspect, maintain, and repair the premises and furnishings. Students are expected to promptly report damages and necessary repairs, in accordance with established and published procedures. Students may not perform or arrange for others to perform any repairs or hire outside contractors or vendors to perform any repairs.

## PAINTING/DECORATING POLICY

Painting, wallpapering, and the installation of shelving are not permitted. Occupants must refrain from using nails, screws, adhesives or other items that deface walls or floors. Any non-authorized decorating will be corrected and all associated costs will be billed to the occupants. Failure to adhere to these responsibilities may result in fines and/or expulsion from NYMC Housing. Occupants may not alter the premises, change the locks or hardware, install waterbeds, or install antennae, aerial or electrical equipment.

# **PARKING**

New York Medical College provides parking to all Student Housing occupants. Students will be issued a parking permit for assignment to one parking lot on campus. Student Housing parking will be at one of the following locations:

- West lot (lot 2)
- East (lot 3)
- The Gravel lot (behind Sunshine Cottage)
- The Steam Plant (adjacent to 7 Dana Rd) or

• 15 Dana Road (BSB lot)

Lot selection is assigned by NYMC Public Safety and based on a variety of factors. Parking assignments will only be changed for a valid, documented medical necessity.

## Students:

- Must obey all posted signs.
- Park their vehicles in a safe manner
- Will not provide others unauthorized access to NYMC parking lots
- Must notify NYMC Public Safety if leaving their vehicles parked long-term
- Must properly display a valid NYMC parking permit
- Please see the NYMC parking policy for more information.

Violators of this policy will be notified by NYMC Public Safety to move their vehicles and are expected to do so regardless of the hour. Violators of NYMC's parking regulations may be towed at the owner's expense. All student parking violations will be noted in the student's file. Students who have two or more violations may be referred to the Director of Student & Residential Life or Student Affairs for possible sanctions.

## **PAYMENTS**

Term Billing: The majority of students are billed by term. Housing charges, as well as the semester CIL fee, will appear on the Bursar's bill along with tuition and other college-related charges. Occupants paying for housing on a term basis are required to submit payment with their tuition payments in the Fall and Spring. Payments are due by the date indicated on the bill and are payable to the NYMC Bursar's Office. Failure to make timely payments will subject the occupant to finance charges and/or College sanctions.

Monthly Payments: Those students with extenuating circumstances (Ie: Military) can apply for monthly payments, but will still be billed for the term in full/monthly billing cannot be accommodated.

If the date the apartment is ready for occupancy is on or between the first and fifteenth of the month, the amount charged is equal to the full month. If the date the apartment is ready for occupancy is on or between the sixteenth and the thirty-first of the month, the amount charged is equal to one-half month.

Although graduates are expected to move out by the end of May, they are billed through June. The June rent will be refunded upon move out, after inspections are complete.

If the date the occupant is no longer responsible for housing payments is on or between the first and fifteenth of the month, the amount charged is equal to one-half month. If the date the occupant is no longer responsible for housing payments is on or between the sixteenth and the thirty-first of the month, the amount is equal to the full month.

## PEST CONTROL

Please place a work order through HIPPO if you have a pest issue.

Bed bugs are a common problem in all residential facilities around the country/world. If students notice bed bugs, bites, or blood on sheets, they should contact the Superintendent immediately. The Maintenance Staff will assess the problem and a professional exterminator will check the room. Upon the exterminator's

recommendation, the apartment will need to go through the extermination process, which requires students to follow specific guidelines and several exterminator visits. Students are expected to fully cooperate with this process. NYMC does not assume responsibility for costs, student belongings, or related health care or travel expenses because of bed bugs.

#### PET POLICY

All pets, other than fish, are prohibited in or around Grasslands housing. This includes any animal that may be on the premises for a short period of time or with a visitor. In the event an animal is found in a building, the owner will have no more than 24 hours to remove the animal. Incoming students who require an Emotional Support Animal must submit an application for accommodation at least 60 days prior to move in. Students must have a documented disability. The application for accommodation can be found here: https://www.nymc.edu/current-students/student-services/accommodations-andaccessibility/

# QUIET HOURS/CONSIDERATION HOURS POLICY

Due to the varied academic and work schedules of medical and graduate students and hospital residents, consideration for sleep and study must be given at all times. Consequently, unnecessarily loud or disturbing noise is not permitted at any time. During quiet hours, no noise may be permitted that may be heard in another apartment. Quiet hours begin each night as follows:

Weeknights (Sunday – Thursday) 11:00 p.m. -7:00 AM Weekend nights (Friday and Saturday) 1:00 a.m.- 7:00 AM

## REASSIGNMENT OF VACANT SPACE POLICY

In the event vacancies occur during the course of the academic year, the College reserves the right to show the room/apartment and assign a new occupant. The Office of Student & Residential Life will try to give as much notice as possible to the current occupants when possible. The remaining occupants cannot refuse to allow an eligible occupant to reside in a vacant space.

Should The Office of Student & Residential Life attempt to assign a student to a vacant space and find that the room cannot be moved into (because the current resident has occupied the available space in the room), the current resident will be subject to an administrative fine of \$500 and required to prepare the room for a new resident within 24 hours. If the student does not fulfil these expectations, they may be referred to student conduct procedures.

#### RECREATION

The Testa Fitness Center in the Student Center is available to housing students only. The Asprinio Fitness Center is located in Skyline and is open to all students. Both fitness centers have a variety of cardio and weight lifting equipment to use.

Outdoor recreation facilities at the Pocantico Hills School are also available for occupants of Grasslands Housing only. The facilities include a large outdoor pool and four tennis courts. Students must bring a signed letter or a copy of their housing agreement for entry into the facility.

## RECYCLING

A carting company picks up both trash and recycling from the New York Medical College Student Housing complex regularly. Students should place items to be recycled in one of the dumpsters located around student housing. Recycling items do not need to be sorted, since the carting company sorts both trash and recycling items after pick up. Students should recycle the following items: glass (please rinse), plastics labeled #1 & #2 (please rinse), aluminum cans & foil, metals (please rinse), paper, magazines/newspapers, and cardboard.

#### RENOVATION AND MAINTENANCE POLICY

Occupants may not refuse or interfere with authorized renovations, repairs or other projects. NYMC shall not be responsible for failure to provide heat, air conditioning, elevator service, lighting, plumbing, or other services when prevented from doing so by strikes, natural disaster, power outages, or other causes beyond our reasonable control. Occupants do not have the right to withhold housing payments for periods when such services have not been available. Students are expected to report any maintenance issues to the Resident Superintendent so the staff can repair and address the issue in a timely manner. Any maintenance issues that were not reported prior to move out may be subject to damage fees.

## ROOM/APARTMENT CHANGES

It is encouraged that all apartment mates meet at the beginning of their occupancy term in order to establish expectations and guidelines for the apartment. The Office of Student & Residential Life expects students to learn to live with one another and deal with conflict in a mature manner. The staff of our office is available to assist after students have spoken with roommates on their own. Room changes are approved at the discretion of the Director of Student & Residential Life for extenuating circumstances and can only occur if space is available. Students will not be permitted to change rooms immediately before the room selection process begins. Students may not change bedrooms within an apartment without prior approval from The Office of Student & Residential Life. There is a \$350 room change fee that will be billed directly to the students account; this fee is applied if students are approved to change rooms during room selection, and/or mid-semester. Students are given a 48 hour window to change rooms when the new room is available, once the 48 hour window has passed students will be subject to additional fees.

#### ROOM SELECTION PROCESS

During the spring semester, students will receive information about choosing a room for the following year. In order to be eligible for room selection, you must be a full-time student and must not have an outstanding balance on your account. Please note that on campus housing is not guaranteed to all students. Please watch carefully for notices, emails, and materials early in the spring semester. All students, with the exception of those graduating, are required to submit their Room Selection Form by the deadline indicated in the Housing Selection Packet even if they plan to move off campus. Failure to submit the form will result in loss of the \$200 deposit. Students who miss the deadlines could potentially lose housing for the following academic year.

## **STORAGE**

Extra storage space is not available. All personal belongings must be stored within the apartment. Hallways, stairwells and balconies may not be used for storage. NYMC will not store furniture.

## SUBLICENSE POLICY

The Student Housing Sublicense Policy is designed to permit those students who will be away from their apartment for a short period to sublicense their space to another student. The policy ensures that The Office of Student & Residential Life is aware of all occupants in the buildings.

Third- and fourth-year medical students on rotations and electives outside of the vicinity of their NYMC Housing may sublicense to fellow students. Other building occupants may sublicense when they anticipate an extended period away from NYMC. Both the sublicensor and the sublicensee must complete and sign the sublicense application. The sublicensee must also complete an "Emergency Contact Form" which can also be obtained in the Office of Student & Residential Life; this completed form should be submitted along with the sublicense application. Applications must be submitted to The Office of Student & Residential Life at least five days prior to the start of the sublicense. The guidelines and procedures are outlined below. The application could be found here https://www.nymc.edu/media/schools-and-colleges/nymc/pdf/SubletApplicationForm.pdf

## **SUBLICENSING GUIDELINES:**

- 1. Sublicenses are permitted for a maximum of 6 months during the course of one academic year.
- 2. Students may only sublicense to other NYMC students or NYMC student researchers. Students may not sublicense to the general public or residents from Westchester Medical Center.
- 3. Sublicenses must have prior approval of all roommates.
- 4. Students may not charge the sublicensee more than their current monthly costs.
- 5. Students who are sublicensing the apartment and have a car on campus are to register their car with Public Safety and will be only permitted to park in the BSB lot. They must display a sublicense hangtag (available in the security office) in addition to an off campus or employee sticker. The hangtag alerts security that the sublicense vehicle is authorized for overnight parking. The hangtag must be returned to security at the end of the sublicense. Questions regarding parking should be directed to NYMC Public Safety after the sublicense has been approved.
- 6. If the sublicensor would like to keep their vehicle on campus while they are away, they must park their vehicle in the BSB lot and leave their keys with a friend in the event the vehicle needs to relocated. See Parking Policy for additional information on parking for sublicensors / sublicensees.
- 7. The sublicensor is responsible for all housing payments during the course of the sublicense. Payment schedule should be determined by both parties involved and adhered to throughout the term of the sublicense. The Office of Student and Residential Life is not responsible for enforcing the payment schedule; however, itdoes reserve the right to intervene should either party fail to meet the terms of the agreement.
- 8. The sublicensor is responsible for providing their keys to the sublicensee. At the termination of the sublicense, the sublicensee must return all keys to the sublicensor.
- 9. The sublicensor is responsible for any damages incurred during the approved sublicense period.

- 10. The sublicensee is responsible for following all rules and regulations as outlined in this handbook. Certain violations may be subject to immediate termination of the sublicense by the Office of Student & Residential Life.
- 11. Sublicenses may not commence prior to approval by The Office of Student & Residential Life.
- 12. Failure to obtain prior approval for a sublicense will subject both the sublicensor and sublicensee to disciplinary action. At a minimum, the sublicensee will be required to immediately vacate the apartment.

#### **SUBLICENSING PROCEDURES:**

- 1. Students who wish to sublicense should obtain a sublicense application from The Office of Student & Residential Life or on our website well in advance of the start date of the sublicense.
- 2. Both the sublicensor and the sublicensee should complete the Sublicense Application. In the case of a shared apartment, all roommates must sign indicating approval of the sublicense.
- 3. The Sublicense Application must be returned or emailed to The Office of Student & Residential Life no less than five working days prior to the start of the sublicense.
- 4. The sublicense may not begin until an approved copy of the Sublicense Application has been returned to the Sublicensor.

Please be advised that we do not permit students to sublicense their apartments to students of the opposite gender if vacancies exist in the unit, or when a new student is scheduled to move into that unit during the sublicense period. The Office to Student & Residential Life reserves the right to deny any sublicense applications.

## **SMOKE & CARBON MONOXIDE DETECTORS**

Occupants are responsible for reporting any smoke or carbon monoxide detectors that are malfunctioning or signaling a low battery alert immediately to the resident superintendent so the staff can replace the batteries. Smoke detectors and carbon monoxide detectors are not to be removed from the ceiling and/or tampered with in any way. NYMC staff will conduct an inspection of all fire safety equipment twice a year and replace as needed. This will include entering each apartment including bedrooms. Students will be subject to fines and disciplinary action if equipment was removed or tampered with in any way.

#### **SMOKING POLICY**

As a health sciences university, New York Medical College is committed to the health and safety of all students, faculty, and employees. In compliance with New York State law as of January 1, 2009, all, residential buildings on the campus of New York Medical College were designated as smoke-free in order to protect all students from the harmful effects of secondhand smoke.

This prohibition shall include all apartments, individual bedrooms, common areas, patios, balconies, laundry rooms, and the Student Center. It is the responsibility of all faculty, staff, and students to observe the College's non-smoking policy. The ban includes, but is not limited to tobacco, clove cigarettes, herbal items, hookah, cigars, and e-cigarettes.

This policy applies to all individuals on the College's owned or leased premises on the Valhalla Campus including the public areas, lounges, entrances, exit or egress areas, walkways and loading docks and including

the inside and outside areas at Grasslands housing and dormitories. This policy also applies to individuals in outdoor enclosed work areas where there is an overhead structure, such as a roof, overhang or canopy that may partially contain smoke that are frequented by employees, students or patients during their daily course of activity. Finally, this policy applies to all outdoor events sponsored by the College and in all vehicles owned and operated by the College.

Enforcement of this policy is the responsibility of all members of the New York Medical College community and may be reported to The Office of Student & Residential Life. If students violate this policy, they may face disciplinary sanctions and/or fines of up to \$200.00.

#### VISITOR POLICY

Occupants may not have overnight guest for more than four consecutive days. For safety and security reasons, all overnight guests should register themselves and their vehicle at the Office of Public Safety located in the BSB. It is expected that occupants behave like adults and provide consent on a reasonable basis for their roommates to have guests. If there is a concern about a specific guest, students can reach out to the Office of Student & Residential Life. The general guideline for the number of guests in an apartment is one overnight guest per resident. If our office finds that students are hosting guests too often or for an extended period of time, they will lose guest privileges and incur fines.

The NYMC occupant is responsible for all non-NYMC occupants and guests. This responsibility includes, but is not limited to, providing proper supervision, controlling noise levels, reimbursing for damages caused by such non-NYMC occupants, and assuring that such non-NYMC occupants observe all College policies, rules, and regulations. Overnight guests cannot be left unattended in the apartment while the NYMC occupant is not present. Guests are not permitted to use the laundry facilities or fitness facilities. Under no circumstances may guests bring pets or animals on campus with them.

The Maintenance, Housing, and/or Public Safety Staff will not give guests access to apartments.

#### SAFETY AND SECURITY INFORMATION

## **EMERGENCY TELEPHONES**

Emergency telephones have been installed in the Student Center and the Grasslands I laundry room. Each telephone has a direct connection to the Public Safety Office in the Basic Sciences Building.

#### FIRE & LIFE SAFETY

New York Medical College is committed to providing a safe environment for the entire community. This Section describes the location of fire safety devices in student housing buildings and how and when fire drills are conducted. This Section is provided in addition to the written notification provided to each student who resides in NYMC student housing in compliance with the "Kerry Rose Fire Sprinkler Notification Act of 2013" of the State of New York (A.5715-a/s. 4180-B).

Grasslands I: Two fire alarm pull-boxes are installed, one on the security booth near building 6 and the other at the south end of Building 5 next to the laundry room. These pull stations connect to a central alarm monitoring company that notifies the fire department in the event of an activation. Individual battery operated smoke detectors are installed in each apartment's hallway, as well as each bedroom. These detectors are not connected

to a fire alarm system and are only meant to alert the residents of the apartment of the presence of smoke. Fire extinguishers are located on each level just outside of the apartment.

## Grasslands II Buildings 11-15:

- Fire alarm systems and panels are installed in each building.
- Audible/Strobe fire alarm signaling devices are located on either side of each suite next to the bathroom and in the building's common hallways on each level.
- Each suite has a heat detector in the kitchen area that is wired directly to the fire alarm system with a battery backup. An activation of the kitchen heat detector will set off the building wide fire alarm system and contact the central station fire alarm monitoring company and signal in the BSB Security Office.
- A fire alarm pull station is located in the common hallway on each level. Pull stations will activate the building wide fire alarm system and contact the central station fire alarm monitoring company and signal in BSB security office.
- A hard wired/battery operated wall mounted carbon monoxide detector is located at each end of the suite next to the bathroom. These detectors are not connected to the fire alarm system and are only meant to alert the residents of the suite of the presence of carbon monoxide.
- A ceiling mounted battery-operated smoke detector is located at each end of the suite next to each bedroom. These smoke detectors also are not connected to the fire alarm system and are only meant to alert the residents of the suite of the presence of smoke.
- A sprinkler is located in each suite in the living room area just inside the terrace doors. Sprinklers are also located in the common hallways on each level. Sprinklers are connected to the fire alarm system and will activate the moment the heat in the suite or hallway rises to a threshold level-which could be within seconds. Sprinkler activation will set off the building wide fire alarm system and contact the central station fire alarm monitoring company and signal in BSB Security Office.
- A wired smoke detector is located in each stairwell. These smoke detectors are connected to the fire alarm system. An activation of a stairwell smoke detector will set off the building wide fire alarm system and contact the central station fire alarm monitoring company and signal in the BSB Security Office. An activation of a stairwell detector will also automatically open the building attic hatch doors to vent out smoke in the stairwell.

#### FIRE DRILLS

NYMC Public Safety, Environmental Health and Safety (EHS), and The Office of Student and Residential Life conduct four mandatory fire drills in housing buildings (11-15) and the Student Center complex during the academic year in accordance with the Fire Code of New York State. Drills are not conducted in the two-story Grasslands 1 garden style buildings, which exit directly to the outside.

Drills will be conducted unannounced at varied times and under different conditions that might be encountered in a real fire. Fire drills are intended to make sure occupants evacuate immediately upon the activation of the alarms and are aware of exit locations. Occupants should be aware of two ways out. Students should take fire alarms seriously, evacuate when they sound, and follow the directions of the staff members conducting the drill. During a drill, Public Safety, Environmental Health & Safety and the Office of Student and Residential Life staff will check suites and individual bedrooms to ensure that all students have evacuated. The names of students who fail to exit a housing building or do not exit in a timely manner when the alarm sounds will be reported to the Director of Student & Residential Life and the students' respective Dean.

## GENERAL EMERGENCY FIRE SAFETY INSTRUCTIONS

- Stay calm. Do not panic. Pull the fire alarm and call NYMC Public Safety as soon as possible at 914 594-4226.
- Know the location of the nearest fire alarm pull boxes.
- Flames, heat, and smoke rise. Generally, a fire on a floor below your room or suite presents a greater threat to your safety than a fire on a floor above you.
- Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
- Close doors as you exit each space to confine the fire.
- Heat, smoke, and gases emitted by burning materials can quickly choke you. If you are in heavy smoke, get down on the floor and crawl. Take short breaths through your nose.
- If your clothes catch fire, do not run STOP, DROP and ROLL. Stop where you are, drop to the ground, cover your face with your hands to protect yourself.

## STUDENT HOUSING EVACUATION PROCEDURES

- Feel your room or suite door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat, or fire.
- Exit your room, suite, and building if you can safely do so, via the exit closest to you.
- Close but do NOT lock the door to your room and suite and leave the area. If the fire is in an adjacent area, close the door to that location as well, if it is safe to do so.
- If they are conveniently located, grab your keys and shoes (and coat, if applicable) on the way out.
- As you head for the closest exit, yell for others to evacuate and bang on the doors as you walk past them. You do not want to remain in the space to wait for others but do your best to notify others on your way out.
- If you cannot use the stairs or fire escape, call NYMC Public Safety at 914 594-4226 or 911 and inform them of your location including building, floor, room or suite number and the number of people with you. Close the door to the room you are in and place a wet towel under the door to prevent smoke from getting into the room.
- If conditions in the room or suite seem life-threatening, open a window or terrace door and wave a towel or sheet to attract the attention of emergency personnel.
- Meet the members of your room or suite at the designated assembly area outside the building

# REPORT ANY FIRE OCCURRENCE TO NYMC PUBLIC SAFETY (NO MATTER HOW SLIGHT)

A copy of the NYMC Annual Student Housing Fire Safety Report filed with the Department of Education is available on pages 7 &8 of the Colleges Annual Security Report at:

https://www.nymc.edu/departments/administrative departments/security/annual-security-and-fire-safety-report/

## **ELECTRICAL DEVICES & PRACTICES**

All housing units have limits on the capacities of their electrical systems. As overloading electrical circuits and other unsafe electrical practices can present a fire hazard, the following practices must be observed:

- 1. Do not "daisy chain"/plug multiple outlet strips, extension cords and/or surge protectors in to each other.
- 2. If an extension cord must be used, it must be UL-approved, three-pronged cords (14 gauge or heavier, as indicated on the cord's tag). Extension cords must not be covered by rugs, or run through doorways or other partitions.
- 3. Multi-plug adaptors are prohibited.
- 4. Certain electrical devices are not allowed in residences, including: hot plates, halogen lamps, portable heating units (with the exception of those supplied by the Office of Student & Residential Life).
- 5. The resident superintendent may request inspection by Facilities Management of any electrical device brought to NYMC. Should Facilities declare the device unsafe for any reason, it must be removed immediately from the residence.

#### OTHER PROHIBITED ITEMS & PRACTICES

- 1. Possession of lighter fluid, gasoline, propane, or other flammable liquids;
- 2. Using flammable decorations (including natural evergreens), in any room, corridor, stairwell, lounge, lobbies, or other public areas;
- 3. Possessing or using microwaves, toaster ovens, or other cooking devices in student bedrooms (approved cooking devices may only be used in kitchen);
- 4. Unattended cooking appliances, which includes covering burners with a metal sheet and leaving them on over shabbat ("bleich");
- 5. Using aluminum foil to line stoves or burners (Note: there is no religious exception for this practice);
- 6. Lighting or possessing candles or incense. Sternos are prohibited at all times.
- 7. Smoking. Because NYMC is a smoke-free campus, smoking and "vaping" are prohibited anywhere on its owned or leased premises, including, but not limited to: apartments, individual bedrooms, common areas, patios, balconies, and outdoor areas.

## MISSING STUDENT POLICY

In accordance with the College's Policy on Missing Students Living In On-Campus Student Housing, it is the policy of the College to comply with the Missing Student Procedures 20 USC 1092 (j) (Section 488 of the Higher Education Opportunity Act of 2008) and to investigate any report of a missing student who resides oncampus. This policy, with its accompanying procedures, establishes a framework for cooperation among members of the New York Medical College community aimed at locating and assisting students who are reported missing. If any member of the NYMC community has reason to believe that a student has been missing for a period exceeding 24 hours or is missing under suspicious circumstances or where there is evidence of foul play regardless of the time frame, they should immediately report their concern to NYMC Public Safety, (914) 594-4226. NYMC Public Safety will generate a missing person's report and initiate an investigation.

In addition to registering a general emergency contact, students residing in on-campus housing have the option to identify confidentially an individual to be contacted by NYMC Public Safety in the event that the student is determined to be missing for more than 24 hours. If a student has identified such an individual, NYMC Public Safety will notify that individual no later than 24 hours after the student is determined to be missing. If you wish to complete, or update this information, you can complete this form in the Office of Student & Residential

Life. A student's confidential contact information will be accessible only by campus officials and law enforcement in the course of the investigation. For additional information, please refer to the Policy on Missing Students Living In On-Campus Housing on the College's website under "Policies."

## **Public Safety**

The NYMC Public Safety Office is responsible for the security in the residence buildings. The staff is on-duty 24-hours per day, seven days a week. In addition to the staff responsible for all college buildings, one officer, dedicated to the housing buildings, is on-duty from 4:00 p.m. - 8:00 a.m. every night. This guard is stationed in the security booth in the center of the housing complex and performs periodic rounds outside the buildings and through the parking lots.

NYMC cannot guarantee absolute security for Student Housing or the safety of its occupants under all circumstances. Please be sure to be always prudent and alert for your safety.

All policies, practices and procedures of New York Medical College are administered in a manner that preserves its rights, character and identity as a health sciences university and that is respectful and sensitive to all faiths but in keeping with Jewish tradition.

\*All information and policies are subject to change\*