

## 2022-2023 Housing Administrative Policies and Regulations Including COVID-19 Updates

*The License Agreements for the 2022-2023 Year, include the following contract options: Summer, Academic Year, Intersession, Intersession/Spring, Spring. University Housing remains open during the Thanksgiving holiday and spring break; however, it is closed for the period between fall and intersession, December 17, 2022 - January 1, 2023. The exception to this is residents who pay to remain in housing.*

This document consists of four primary sections:

- COVID-19 Updates
- General Housing Administrative Information and Practices
- Residential Policies and Guidelines
- Housing and Residential Life Conduct Process

*This document is fully incorporated into the License Agreement. By signing the License Agreement, the student licensee agrees to abide by all the regulations contained in this document.*

### COVID-19 Updates

*Housing and Residential Life at Stanislaus State University aims to provide a safe and supportive living environment for residential students. As supporting the health and safety of our students and staff is significant to our mission, the 2019 Novel Coronavirus (COVID-19) and continued public health response may impact the housing experience. We will continue to remain equally committed to building community and supporting the academic success and personal growth of students. We recognize that achieving this mission is a collaborative effort and each residential student has a role in helping to keep our residential community as healthy and safe as possible. To reduce the spread of COVID-19 and to protect the health and safety of the entire community, the following policies, procedures, and guidelines are incorporated into your License Agreement, the Housing Administrative Policies and Regulations, and will apply to all residents.*

*Housing Administrative Rules and Regulations and public health guidelines are subject to change, without notice. Due to COVID-19, residents will be required to comply with applicable public health guidelines and university policy.*

*Violation of Housing or University policy may result in a range of disciplinary actions, up to and including termination of resident's License Agreement and removal from Housing.*

- *Health and Safety Guidelines (see Residential Policies: General Health)*
  - *Residents are expected to comply with directives related to COVID-19. These directives may change following institutional, county, state, and federal updates in response to the ongoing status of COVID-19.*
  - *Current directives as referenced in the COVID-19 Notice and Disclosure section within the License Agreement Addendum, including:*
    - *Wear an ear-loop face mask or face covering while in any public spaces outside of the assigned apartment or suite, including but not limited to laundry rooms, elevators, and inside the Community Center. Face coverings are required during outdoor activities when physical distancing cannot be maintained. Resident may be asked to wear a face covering in these or other locations, based on institutional, county, state, and/or federal directives.*
    - *Frequently wash your hands with soap and water for at least 20 seconds. When soap and running water are unavailable, use an alcohol-based hand rub with at least 70% alcohol. Always wash hands that are visibly soiled.*
    - *Practice "physical distancing" (staying at least six feet apart from others) including but not limited to public areas such as in elevators and stairwells, exterior hallways, exterior gathering spaces, laundry rooms, Community Center, and in-unit. Utilize a face covering when social distancing is not possible, including in-unit.*
    - *Avoid touching your eyes, nose, or mouth with unwashed hands.*
    - *Practice good respiratory etiquette, including covering coughs and sneezes.*
    - *Stay in your room if sick, except to get medical care. Recognize personal risk factors.*

*According to U.S. Centers for Disease Control and Prevention (CDC), certain people, those with underlying health conditions, are at a higher risk for developing more serious complications from COVID-19.*

- *Refrain from extensive and non-essential travel.*
- *Practice CDC guidelines for regularly cleaning and disinfecting common areas of the assigned unit and individual rooms; any shared bathroom should be cleaned twice per day.*
- *Implement roommate bathroom and kitchen use schedules.*
- *Creating health and safety hazards for other residents and members of the residential community will be addressed as a potential violation of our Community Living Standard.*
- *If a resident becomes sick with COVID-19 symptoms, tests positive for COVID-19, or has been exposed to someone with COVID-19 symptoms or a confirmed or suspected case, the resident will follow guidance provided by the University and/or health officials, which will likely include quarantining or isolating in place for the appropriate time determined by current health and safety guidelines or reassignment to a housing unit designated and appropriate for quarantine or isolation.*
- *Guests (see Residential Policies: Guests and Visitors)*
  - *Guest policies are subject to change at any time to comply with public health and university guidelines. In addition to expectations outlined in the Guests and Visitors policy, the following policy will be in effect upon move-in, and will stay in effect unless and until modified by the university.*
    - *Overnight guests and non-resident visitors must complete the campus daily screening form for guests prior to coming to campus and comply with Health and Safety guidelines established for COVID-19.*
    - *In response to increased positive rates in the region, Housing and Residential Life may temporarily restrict overnight guests and non-resident visitors as a safety precaution.*
- *Right of Entry (see Right of Entry)*
  - *Resident(s) must wear appropriate PPE, including a face covering, and/or vacate their room during Health and Safety Inspections, custodial services, maintenance repairs, or any other inspection in order to practice safe social distancing and reduce risk of exposure to COVID-19 (or other infectious diseases) or when entry to the room is required by a Stanislaus State representative.*
- *Pool and Spa (see Residential Policies: Pool and Spa)*
  - *Pool and spa areas are subject to close during times of increased spread of COVID-19.*

## **General Housing Administrative Information and Practices**

### **Abandoned Items**

After a resident has moved out of the bedroom, suite, or apartment, an item is considered abandoned if it is left behind. University Housing staff will dispose of abandoned items not claimed by the owner within 30 days of the last day of the housing license agreement period. University Housing is not responsible for abandoned items. Residents who abandon items in their room, suite, or apartment may incur an improper checkout charge of \$50 and a storage fee of up to \$20 per day.

### **Cancellation of License**

A student can petition to cancel their license agreement. Petitions will be reviewed and may be approved for one of the following reasons:

- a. Admission denied. A license agreement can be canceled without penalty if the student is not admitted to the University and provides written notification to the Director of Housing and Residential Life within one week of the student's notification of denied admission by the campus Admissions Office.
- b. 30-days Prior to the Move-in Period. Resident may cancel for any reason until July 18, 2022. Written notice is required, and must be received by University Housing no later than 5:00 p.m.
- c. Student Status Change Student will not, or is no longer a student at CSU Stanislaus; e.g. withdrawal from classes, graduation, medical withdrawal (except in cases of housing or University conduct violation).
- d. Marriage. Resident has married since signing a license agreement or has a marriage pending within four weeks. A marriage license or certificate will be required for verification. The marriage must take place within 30 days of the anticipated/stated cancellation date.

- e. **Extreme Hardship.** A situation which, in the judgment of the University, represents a significant change from the time the student entered the contract that makes it extremely difficult or impossible for them to meet the terms of the license. Hardship cancellations WILL require supporting documentation from objective sources to demonstrate that hardship truly exists. The documentation required will vary depending upon the hardship circumstances. Petitioners are asked to provide any information which they believe will “prove” that the hardship is significant and was unforeseeable at the time the license was entered.

All residents requesting to be released from the Housing License Agreement must submit a Petition to Cancel, regardless of the reason for requesting the release.

Residents who have petitioned to cancel and have forged or knowingly provided false information/documentation to University Housing will be referred to the institution’s Student Conduct Office for disciplinary action per section 41301, Title V, California Administrative Code. Following all of the appropriate cancellation procedures is the responsibility of the resident. The administrative processing fee, applicable installment fees, and the resident activity fee are not subject to refund after the start of the semester.

Petition to Cancel forms and guidelines are available in the Housing Office. Unless cancellation is officially approved and appropriate check-out procedures followed, the resident is required to pay for the entire license period.

Refunds take at least 4-6 weeks from the official date of check-out.

If the petition is approved, check-out must occur by the approved cancellation date. The resident will be charged for rent through the day of official check-out as indicated on their Resident Key Card. Additional fees, as detailed in the License Agreement, including an early cancellation fee also apply.

Residents must return their assigned keys and completed Room Condition Report to the Housing Office prior to or upon check-out. Failure to properly checkout will result in a \$50 improper check-out charge, removal of all personal property and possible storage charges.

After the credit for cancellation is posted to the resident account, if there remains a balance due, the resident will be responsible for the balance. Please refer to the Treatment of Indebtedness section of the Housing License Agreement for more information. If a credit balance remains after the credit for cancellation is posted, the resident will receive a refund of all other room (and board if applicable) fees paid, minus any outstanding Housing and/or University charges (i.e. tuition, library fees, etc.).

If the petition is denied, the resident will not be eligible for any refund and will be required to pay for the entire license period.

Roommate/community related issues are not considered grounds for cancellation and will be referred to a Residential Life Coordinator.

Residents evicted for disciplinary reasons, non-payment or abandonment will be charged for the entire license period.

### **Cancellation Charge**

A resident whose Petition to Cancel has been approved will be charged a cancellation fee equivalent to thirty (30) days of room rent and board plan. Room rent and board charges shall be based on the student’s assigned housing type and selected meal plan option.

### **Change of Address**

A resident is responsible for notifying the Housing Office and University Admissions & Records in the event of a change in billing or mailing address. The mailing address on file with the University will supersede any permanent address on file with the Housing Office.

Please note that the Housing Office will forward first class domestic mail for ninety days after a resident has moved out, if a mail-forwarding card has been submitted to the Housing Office. The mail forwarding system can take up to two weeks to take effect. The Housing Office is unable to forward packages and therefore, all packages will be returned to sender.

### **Check In**

Residents may check into their assigned room at the specified time on the first day of their license period. A resident who has not contacted the office and/or has failed to check-in within three days of the first day of their license term will be determined to have forfeited their bed space. In this instance, the student shall be liable for prorated room and board fees. If there is no waiting list and the student is enrolled in courses during the license period, the student shall be liable for all room and board charges associated with their License Agreement.

### **Check Out**

Residents must checkout of the facility no later than 12:00p.m. on the last day of their contract period.

When checking out, residents must complete the following:

- i. Turn in all assigned keys. The resident must return the keys to the Housing Office directly. Keys given to another individual to submit on the Licensee's behalf may result in an improper checkout charge, as well as any charges applicable for lost or missing keys.
- ii. Submit a completed Move-out Inspection Form.
- iii. Subject to normal wear and tear, leave assigned quarters in the same condition that they were upon check-in.
- iv. Turn in a Mail Forwarding Card (Note: Housing will forward all 1<sup>st</sup> class mail for a period of 90 days)

Residents who improperly checkout are subject to a \$50 improper check-out fee, in addition to any assessed damages or key replacement fees.

### **Community Meetings / Notices**

Community meetings are held regularly to disperse information and answer questions. Residents are strongly encouraged to attend such meetings. Failure to attend community meetings is not a justification for being uninformed about University Housing policies, schedules, events, activities, etc.

Periodically, the Housing Office will place important and time-sensitive notices into resident mailboxes or on the front doors of living units. Residents are asked to read all mail and to post the information on your suite/apartment informational board so that all occupants of the unit may view the notice. Residents are encouraged to regularly check mailboxes. Failure to retrieve mail does not constitute a release from deadlines.

### **Computer Use in Housing**

Users of the Housing Network must abide by computer user policies established by University Housing and the campus Office of Information Technology. All network users are responsible for reading these policies prior to check-in.

Housing offers limited use of computers in our Academic Hub; these computers are for the use of residents only. Residents engaged in academic work have priority over those engaged in recreational use of the equipment.

Residents are provided with up to 100 pages of free printing per month. Print usage is monitored and excessive printing may result in a \$.05 per page charge posted to a resident's student account.

### **Confiscation**

If a resident is found in possession of any item that is prohibited under any Housing policy, campus policy, state law, or federal law, the item in their possession may be confiscated by the Director of Housing or designee with no advance notification. This includes, but is not limited to: controlled substances, drug paraphernalia, candles, incense, alcohol, alcohol paraphernalia, cigarettes, electronic cigarettes, vapor pens, hookah, cooking appliances, halogen lamps, weapons, airsoft or pellet guns, and/or explosives. Items that have been confiscated may or may not be returned to the resident depending on the type of item and severity of the violation.

## **Damages**

Each resident must give reasonable care to their bedroom/suite/apartment, the furnishings, and facility common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the University. Residents will be charged for damage to University Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves, their guest(s) or a university approved animal. If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups or invited guests acting from within the residence community, the residents of the floor or complex will be charged collectively. Residents may also be referred to the Housing conduct processes and/or Student Conduct office.

Upon checkout, Housing staff assess bedroom/suite/apartment conditions to determine if damage charges apply. To avoid unnecessary or inaccurate damage charges, a resident should thoroughly review and record the condition of the bedroom/suite/apartment on their Move-In Inspection Report upon check-in. Each resident is responsible for submitting their signed report to the Housing Office within five working days of check-in.

The condition of the room at checkout will be compared to the condition documented in the Move-In Inspection Report after check-in. Housing and Residential Life does not provide photographic evidence of damages after assessment. A resident may submit photographs to the Housing Office prior to check out in support of the filed Move-in Inspection they have submitted. Charges are based on a comparison of the Inspection forms between check-in and checkout.

Damages to common areas (hallways, lounges, bathrooms, etc.) will be charged to all residents of a particular bedroom, suite or apartment unless it can be determined specifically who is responsible.

All communication regarding room condition and damages will be between the Housing Office and the resident. The resident is responsible for informing their Financial Guarantor of any information relating to the damage process or assessment of damage fees. Financial Guarantors may be sent courtesy notices from the Housing Office relating to the room condition and damage assessment process, but residents are ultimately responsible for communicating both to the Housing Office and their Financial Guarantor their room condition and damage questions or concerns.

## **Dining Services**

The on campus living experience includes Campus Dining. All residents living in campus housing select a meal plan option. Several price level options are available. Housing rates will vary depending on the meal plan chosen. Meal plan allocations are distributed by term in accordance with the number of board days per term.

Residents are encouraged to join other housing residents for dinner in the Village Café, but meal plan funds can be used at a variety of Campus Dining locations.

All meal plan funds not expended by closing time of food service facilities on the last day of the selected contract term are forfeited to the University food service vendor.

However, residents who contract to live on campus concurrent years shall have ten percent (10%) of unused funds from the prior year carried forward for use the subsequent contract year. This provision is subject to the resident remaining in contract and void should the contract be cancelled under any terms of the Housing License Agreement. In such circumstances all unused meal funds remaining on the student account shall be forfeit to the dining vendor. Refer to payment schedule to determine term meal plan allocations.

## **Special Dietary Needs**

Residents with medically required special diets may request meals tailored to their specific needs. Such requests should be supported in writing with a note from a medical doctor, may be subject to additional fees and are the discretion of Campus Dining.

### Resident Dining Days

Resident dining days are dates on which full service dining is available to residential students. This includes Village Café and/or other campus dining venues.

Campus dining days have limited dining service available for residential students.

Unless otherwise noted, resident dining service is limited and/or not available during the following breaks:

- Fall Break
- Housing Winter Shutdown / Intersession
- Spring Break

### Meal Service Hours and Locations

Mealtime and location information can be found on the Warrior Eats dining website:

<https://www.dineoncampus.com/csustan>. These hours and locations are subject to change. Please see posted schedules for holiday and break hours and/or visit the Warrior Eats dining website for updated information throughout the year.

### Policies and Regulations for Use of Meal Plans

- a. A CSU Stanislaus ID Card, called a Warrior Card, must be presented to the campus dining cashier for each meal and on demand if requested by a member of University Housing or Campus Dining staff.
- b. Assisting in the unauthorized use of a Warrior Card is in violation of the terms and conditions of the License Agreement and may result in additional charges, referral to the Student Conduct office, or revocation of the License Agreement.
- c. No dishes, trays, or utensils other than “to go” packaging may be taken from or brought into the dining facilities without permission.
- d. If a resident loses their Warrior Card, they should go to the University Student Union to get a new card (\$5 replacement fee). The new card should be taken to the Housing and Residential Life Office for activation.
- e. Lost ID cards should be reported to the Warrior Card website ([www.warriorcard.com](http://www.warriorcard.com)) to stop user access.
- f. Residents and guests are required to bus their eating utensils and accompanying trash.
- g. “Food fights,” “trashing” tables, etc. are not permitted and are subject to student conduct review.
- h. Residents must comply with reasonable requests of Campus Dining and University Housing staff while in the dining facilities.

Additional dollars for meal service can be added to the Warrior Card by visiting the Warrior Card website at <http://www.warriorcard.com>. These funds are considered “Warrior Cash” and can be used for resident dining as well as at several other locations on campus and within the local community.

### **Dishonored Checks**

Fees will be assessed for any dishonored checks. A resident is liable under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check are not received within 10 days following a written notice. A resident may also have their Housing License revoked for non-payment of a dishonored check debt.

### **Energy Conservation**

Residents are encouraged to avoid any practice which may harm or hinder the State of California’s efforts to conserve energy. Each resident is asked to do their part in conserving energy within their living space (including turning room lights and appliances off when not in use). Directives of the State of California concerning energy conservation will be enforced. Utilities such as electricity, gas, water, and air conditioning may be limited upon State directives.

### **Fee and Payment Information**

Residents are responsible for payment of fees for their selected contract period. A resident should carefully read the payment information section of this document and submit the required deposit along with their signed license materials.

If the resident is assigned to a housing space after the academic year begins, the resident shall be charged a pro-rated fee for the balance of the Academic Year. Should a resident's account become delinquent, action will be taken to block registration and withhold records. If this debt is referred to a private collection agency, the resident is responsible for paying any reasonable collection costs.

### Initial Housing Fees

Initial Housing fees are required to reserve a bed space. The fees are as follows:

- Summer Session (\$25.00):
  - Non-refundable processing fee of \$25.00.
- Academic Year, Fall, Intersession/Spring and Spring Fees (\$115.00):
  - Non-refundable processing fee of \$40.
  - Resident activity fee of \$75 used to sponsor educational, social and leadership programs. This fee is refundable to the student upon written request received by the Housing Office within ten days of check-in. Residents who request a refund of this charge are not eligible for participation in community-sponsored events.

### Housing Fee Deferment

A resident with a complete housing application and a FAFSA on file with the University may request to have their housing fees deferred until a financial aid payout.

### Payment Schedules and Amounts

Three standardized payment options are available. These include: One-Payment, Two-Payment or Installment Plan. Residents who choose the Two-Payment or Installment Plan payment option will be charged a mandatory \$10 installment fee per payment starting with the second payment (i.e. 2-payment plan=\$10, 9-payment plan=\$80). This fee has been factored into the payment schedules.

### Custom Payment Plans

Payment deferral requests also known as Financial Aid Payment Plans are approved based on the status of a student's 2022-2023 Federal Application for Student Aid (FAFSA) and subsequent financial aid award. If University Housing is unable to verify the award, or if the award is insufficient to cover all housing and University registration fees for the academic year, the payment deferral request may be denied.

Upon receiving a financial aid award, a resident may contact the Housing Accounts Coordinator at (209) 667-3675 to discuss a custom payment plan. If University Housing is able to approve a Financial Aid Payment Plan, the resident will be mailed an agreement that must be completed and returned within 5 business days. Residents under the age of eighteen (18) must have their Financial Guarantor also sign the Financial Aid Payment Plan Agreement.

### Payment Due Dates

University Housing does not issue monthly invoices. It is the responsibility of the resident to pay their Housing fees in accordance with their selected payment schedule. All payments are due either on the first (1<sup>st</sup>) of the month or the specified date and are subject to a \$10 late payment fee if not received by the tenth (10<sup>th</sup>) of the month or within 10 business days of the specified payment date. Failure to make payment by the specified dates will result in a hold on all CSU Stanislaus records and services. University Payment information for all contract terms can be found through the following link of the Housing Website [www.csustan.edu/housing/rates-and-dining/payment-plans](http://www.csustan.edu/housing/rates-and-dining/payment-plans)

Payments may be submitted to University Housing as follows:

- Business hours: Monday – Friday, 8 a.m. - 5 p.m.
- Mailed to:  
CSU Stanislaus  
Housing and Residential Life  
One University Circle  
Turlock, CA 95382

### Check/Cash Payments

Do not mail cash. Cash payments can be made at the University Cashiers Office during normal business hours. Make checks or money orders payable to CSU Stanislaus Housing. The resident's name and CSU Stanislaus Identification Number should be printed on the face of the check or money order. The cancelled check is the payment receipt, or the resident may also come to the University Housing Office to request a receipt. Due to excessive service charges, University Housing cannot accept international drafts. Payments must be made by a payment instrument drawn at a U.S. bank.

### Online Payments

Neither the Housing Office nor the University Cashiers Office accept credit card payments. Individuals who wish to pay by credit card or electronic check may use the University's on-line system (CashNet) to make a deposit or payment.

Electronic Check (ACH) <https://commerce.cashnet.com>

Credit Card\* <https://www.cashnetsmartpay.com/>

*\* Accepted credit cards include: Visa, Mastercard, American Express and the Discover Card. A 2.9% convenience fee is assessed by CashNet for all credit card transactions.*

### Refunds

University Housing will generate a refund in the case of a credit balance, under the following conditions:

- All future housing charges for the current fee period are paid in full.
- There are no outstanding housing debts for prior year License.
- There are no outstanding CSU Stanislaus debts.
- Payment was not made with a personal check within the last 21 calendar days.
- Refund is made in the name of the Licensee.
- Refund is generated in four to six weeks. In the rare case a refund is issued in error, Licensee is required to repay the refund amount.

### **License Agreement**

Upon submittal of their Housing License Agreement, a resident agrees to comply with the terms, rate tables, and policies and regulations as outlined in the Housing License Agreement, Housing Administrative Policies and Procedures, and University Housing website. Violations of these documents may result in a referral to the University Housing conduct process, the campus Student Conduct Office and/or the revocation of the Housing License Agreement. ((CCR §42000-42024).

### **Lockouts**

If a resident should be locked out of their room, the resident will be assisted within a reasonable amount of time. Housing staff will not open a door unless a resident has first come to the Housing Office for identity verification and record the lockout transaction. Please note that an excess of two lockouts per semester will result in escalating lockout service charges.

### **Mail Services**

Resident mail is delivered to the Housing Office Monday-Friday (holidays excluded) and is generally available in resident mailboxes each afternoon. All vendors, product, and service deliveries requested by residents are processed through the University Mail Room (postal service) or University Shipping and Receiving (FedEx, UPS, etc.). Packages not claimed within seven days of initial notification will be returned to sender. All residents must show picture ID and sign for their packages.

Any packages that need refrigeration must be picked up from the Housing Office the same business day that it is delivered to the office. The Housing Office does not have refrigerated storage space to keep the items from perishing. If you are unable to pick up your perishable item the same day, you can email the housing office at [housing@csustan.edu](mailto:housing@csustan.edu)

giving authorization for someone else to pick up your package. Please include the full name of the person you authorize to pick up your package. A photo id will be required for package pick up.

Mail will not be delivered during Housing Winter Shutdown since the University, including the Housing Office will be closed. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive mail and/or packages during this time period.

### **Online Social Networks**

Residents should be aware that online social networks are public access forums and set appropriate access controls as permitted by the host network. It is strongly recommended that students take steps to ensure the privacy of their personal information when using various social media outlets.

While Housing staff do not actively monitor on-line social networks, students will be held accountable for postings, depictions or descriptions which violate University and/or Housing policies.

### **Oral Representation Policy**

To avoid any misunderstanding concerning the License Agreement, residents are advised that University Housing does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor University Housing are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

### **Paid Waiting List**

In the event University Housing reaches full occupancy, a limited number of initial housing fees will be receipted as a "paid waiting list." If University Housing is unable to accommodate a student on the paid waiting list, a full refund of their initial fees, less the \$40 application processing fee, will be refunded to the student's permanent address.

A student may submit a written request to the Housing Office at any time requesting to be removed from the paid waiting list. Residents assigned to a temporary housing space will receive a pro-rated refund if a permanent assignment cannot be arranged. Students who do not want to be on the paid waiting list should indicate so on their License Agreement form.

### **Parking**

Residents with vehicles are responsible for purchasing and displaying parking permits according to campus policy. Permits must be displayed on the first term day and may be purchased online at [www.mycampuspermits.com](http://www.mycampuspermits.com). Residents parked in restricted locations are subject to ticketing, including all fire zones, unloading zones, etc.

### **Personal Property**

The University is not liable, directly or indirectly, for the personal property of residents and guests due to loss by theft, damage by fire, damage by water, or any other cause. Residents are encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, residents are urged to keep bedroom, suite, and apartment doors locked at all times.

### **Right of Entry**

The University honors the privacy of residents and will take reasonable steps to provide and protect it. It is, however, occasionally necessary for the University to exercise its right to room entry as identified in the License Agreement. No student's room/apartment should be entered without knocking. Entry following the knock shall be preceded by a time of sufficient duration to provide the occupant(s) ample opportunity to open the door. Rooms may be entered in the absence of occupant(s). The following constitute reasonable use of the right of entry:

- a. At the invitation of the resident
- b. To provide maintenance (this includes repair at the request of a student, necessary repair identified by the Housing and Residential Life, and preventative/routine maintenance).

- c. If there is cause to believe that a violation of Housing safety regulations exists (such as failure to evacuate during a fire drill or presence of a non-approved guest)
- d. If an emergency exists or is believed to exist which requires immediate entry to preserve life or property
- e. For monthly Health and Wellness Checks
- f. To address a significant disruption to the community caused by persistent noise
- g. On reasonable suspicion of a violation of drug and alcohol policies.

Facility and service personnel may need to come into a room for maintenance, repair or complete inspections of life safety equipment. They will knock on the door and identify themselves as housing staff before they enter. Notification that the room has been entered in the form of a card indicating work completed will be left in the room to inform the residents of a completed Work Order or Courtesy Clean.

Facility staff are not authorized to search student rooms, but if during the performance of their assigned duties they encounter anything that may be a violation of State/Federal law, University Policy, Housing Policy, or CSU system policy it will be reported to Housing and Residential Life staff and an investigation will proceed.

### **Room / Apartment Assignments**

Room placement is based on the date the Housing Office received a completed housing application. A completed housing application consists of the following:

- a. Completed on-line application, including electronic signature
- b. Initial Fees paid or Deferment approved
- c. Financial Guarantor form on file with the Housing Office for licensees 18 years of age or younger

First year students who complete a Housing application will be administratively placed into a room according to the roommate profile provided by the student in the application, the date the completed application was received, and preferred room type to facilitate roommate matching and placement into a room. An email communication will be sent to the resident once a room assignment has been completed.

Returning and transfer students who complete a Housing application will be eligible for self-selection and have the ability to self-select roommate and room placement. Access to roommate and room self-section systems will be determined by lottery in accordance to the application completion date.

In the event a resident does not self-select roommates or a room, Housing and Residential Life will administratively place the resident based on the availability of preferred room type and date the completed application was received by Housing and Residential Life.

Requests for roommates and/or a specific room can be submitted for consideration but are not guaranteed. Housing and Residential Life reserves the right to review and approve or deny all self-select room and roommate requests.

Inability by University Housing to honor assignment preferences will not void the License Agreement. General roommate assignments are made for same gender only. However, a student may also request a gender-inclusive housing placement by contacting the Housing Office directly.

Any completed Housing application submitted after the initial move-in period will require a processing period of at least one business day in order for University Housing to give the current occupant(s) proper notification. Every resident is assigned to a specific room and must occupy only the assigned room.

Consolidation may be necessary as a result of unoccupied space. Should this occur, residents will be given an option of choosing their own space before one is assigned. University Housing reserves the right to change a resident's assignment within the Housing facilities with a 24-hour notice for reasons of health, student welfare, administrative necessity, or as a result of an administrative or maintenance action. Residents are responsible for any additional charges resulting from re-assignment.

Any resident who is assigned a move out date due to room/apartment change, cancellation or administrative necessity must move by the date and time specified by the Director or designee. A resident who fails to move out by the date and time specified will be charged \$100 per day liquidated damages in addition to regular room and board fees.

### **Room and Roommate Changes**

Whenever possible, Housing and Residential Life staff seek to meet roommate and room requests. Unfortunately, it is not always possible to give everyone their first choice. Room placement is subject to availability, as well as several other factors.

Housing and Residential Life reserves the right to make assignments and changes as necessary. No room or roommate changes may occur during the first two weeks of each semester.

To assist in the communication process, a Roommate Agreement for each bedroom, suite and/or apartment is prepared. Assigned Resident Assistants (RAs) will work with suite/apartment roommates on their Roommate Agreement form during orientation week. The agreements will be kept on file with a Residential Life Coordinator.

Housing and Residential Life staff is available to assist residents with issues that may arise but are not intended to solve community living problems for residents. Roommates are expected to communicate openly and honestly with one another and make a concerted effort to resolve their own issues before going to the RA. If the roommates and RA cannot resolve the situation, the roommates will be referred to a Residential Life Coordinator.

Room changes must be approved by a Residential Life Coordinator. Residents wishing to change rooms must:

- a. First speak with your designated Resident Assistant regarding your current room placement.
- b. Second, consult a Residential Life Coordinator if your Resident Assistant has been unable to resolve the matter through mediation with you and your roommates.
- c. Gain approval for a room change.
- d. Check out of your room within the designated timeline by completing your Move-out Inspection and submitting your keys within the designated timeline.
- e. Complete and submit a Move-In Inspection Report for your new room within 48-hours of the approval time, otherwise it is assumed your new room was in perfect condition upon check-in.

### **Safety Information**

#### Disaster Preparedness

The University has a comprehensive disaster preparedness plan for emergencies such as earthquakes and fires. To be prepared, all residents are encouraged to bring an extra blanket, a flashlight, enough imperishable food and water for three days, and a first-aid kit. Students are advised to thoroughly review the evacuation instructions posted on the back of the room doors upon arrival.

#### Emergencies

In the event of an emergency, call 9-1-1. The University Police Department will be notified immediately as well as other necessary state agencies. Suspicious persons or activities should be reported to the University Police Department at (209) 667-3114 during business hours or (209) 668-1200 after hours and on weekends. In the event of an emergency, residents should call 9-1-1

When making an emergency call, give your name, a clear description of the problem, and your location (including apartment number and room.) Stay on the phone until the dispatcher tells you to hang up.

Immediately following this call, please contact the Housing Office so that on-site assistance may be initiated by Housing staff.

Housing and Residential Life provides an administrator-on-call for all of student housing and an RA-on-call for twenty-four hour assistance.

Please note: Residents who make false claims of emergency, violate the security guidelines, or jeopardize the security and safety of any residents will be subject to severe disciplinary action.

### Emergency Contact Notification

Emergency contact information is needed to facilitate care and/or notification to appropriate parties in the event of an emergency. An emergency contact is the person you authorize the Housing and Residential Life department to contact in the event of a medical or other emergency. While Housing and Residential Life staff will make every effort to allow residents the opportunity to call their emergency contact person themselves, the emergency contact may be notified by Housing and Residential Life staff in medical emergencies involving residents under 18 years of age or residents that have been transported to a hospital by ambulance.

Emergency contact information provided by a housing student is confidential and will only be used by University officials or law enforcement officers in the event of an emergency. The emergency contact information can be updated by a student throughout the year with the Housing and Residential Life office.

### Emergency Evacuation Drills

In the event of an actual emergency (i.e. earthquake, fire, etc.) or a periodic emergency drill, immediate compliance with directives given by the staff is required. Failure to comply with the reasonable request of a University official during an emergency or drill could jeopardize the safety of yourself, others and staff, and will result in disciplinary action.

It is essential that everyone in an apartment or suite, or any other area of housing, respond promptly in an emergency situation for their safety and the safety of others. This same compliance is required of guests.

### Emergency Evacuation Procedures

All residents are required to follow the fire and safety regulations listed below:

- a. Periodic drills may be required to ensure that residents know what to do in the event of an emergency evacuation. Residents should be familiar with evacuation instructions. All residents and visitors are required to evacuate the building when the housing complex alarm is sounded.
- b. In the event an alarm sounds:
- c. Remain calm
- d. Leave the building at once using the nearest visibly safe stairwell exit. Depart the room and close the door, of the apartment or building immediately.
- e. Go directly to the nearest official gathering spot for your community:
  - Village I: Parking Lot 6 beyond the main circle
  - Village II: The pergola on the interior of campus
  - Village III: Parking Lot 7 beyond the Tennis Courts or the Village Café exit on the eastside by the Softball field.
- f. Never use an elevator while an alarm is sounding
- g. If you are away from your room when the fire alarm sounds, do not return to your room.
- h. Do not return to the building until given the all-clear signal by a University official or Emergency Personnel, even if the alarm stops sounding.

### Emergency Occupancy

In an emergency situation (such as fires, earthquakes, flooding, etc.) the Office of Housing and Residential Life reserves the right to add additional roommate assignments to any room or apartment for a limited period of time.

### Missing Student and Confidential Contact

As a community member it is important to be observant about activity within the community, including watching out for your neighbors. If you suspect a friend, roommate, or suite/apartment mate is missing, you should immediately call the University Police Department (UPD) at (209) 667-3114. UPD will generate a missing person report and investigate. Before reporting a community member missing please speak with your other suite/apartment mates to see if they have

been in contact with that person, and you may utilize your RA as well. If Housing and Residential Life staff suspect a community member is missing and is unable to contact them, UPD will be contacted

#### Procedures for Missing Person Notification:

- a. Housing will provide each student living in on-campus housing with the option to register a “Confidential Contact: person to be notified in the case that the student is determined to be missing. This person may or may not be the same person listed as the student’s “Emergency Contact.” The sole purpose of collection and retention of the “Confidential Contact” information is for campus officials to make notification in the event that the student is determined to be missing.
- b. Housing may collect this information on a form or electronically; “Confidential Contact: information is intended to be kept confidential and only accessed in a reported missing person situation.
- c. Housing shall be the custodian of “Confidential Contact” information. This information may only be released upon authorization by the Vice President of Student Affairs, the Dean of Students, the Director and Housing and Residential Life, the Associated Director of Residential Life.
- d. Only authorized campus officials and law enforcement officers in the furtherance of a missing person investigation may have access to “Confidential Contact” information.
- e. All resident students shall be advised by Housing at check-in that in the event they are reported missing, UPD shall be notified, regardless of whether or not they have registered a “Confidential Contact” person.

#### Personal Safety Recommendations

Safety on campus begins with you. Students are encouraged to take steps to safeguard themselves and their property. Some suggestions are listed below:

- Keep your front door locked at all times. Do not bypass the locking system, thereby allowing open access to any door or gate.
- Lock your bedroom door when you leave your suite/apartment.
- Use provided door viewers or “peep” holes when someone knocks on the door. These viewers are provided for your safety. Never open your door to people you do not know.
- Close and lock windows, particularly in first floor units, when you leave your room or use window locks to limit window opening and prevent intruders from accessing your room via an open window.
- Report suspicious behavior to the University Police at (209) 667-3114 and contact the Housing Office.
- Never confront a suspicious individual. Get to know your neighbors and other students who live in your community so you will be able to identify strangers more easily and have a feel for who would normally pass through your community or floor.
- When on campus during evening or early morning hours, walk with a friend or use the University escort service; do not walk alone.
- Do not invite acquaintances that you do not know well to the campus or to your room.
- Use the “buddy” system. Always let someone, a friend or roommate, know where you are going and when you will return. Check in with them when you leave and when you return. If you are a “buddy” and someone does not return when they say they will, call their phone, and alert the staff or University Police if you are unable to reach them.
- Program an “ICE” number in your cellular phone (ICE stands for In Case of Emergency). This number should be for a friend or family member that you would want contacted in the event of an emergency.

#### Victim/Reporting Information

Because University Housing staff are responsible for the entire housing community, any report or Incident Report which involves conduct of a criminal nature or conduct posing an immediate threat to the health, safety or welfare of any housing resident, Housing staff will inform any victims and/or students reporting violations that:

- They may file a report with the campus police; and
- University Housing will submit a Campus Security Authority Report
- University Housing will file a report with Title IX Coordinator (EO 1097)

Students and/or victims seeking assistance or help can contact the University Victim’s Advocate for information about support resources. The Advocate is a confidential resource.

In compliance with EO 1095, the University Stop Abuse Program provides information, workshops and resources for students. Resources include:

- Website with the following information directories
  - How To Help a Friend or Yourself
  - Reporting Options
  - If You Are Assaulted
  - You Are Not Alone
  - Title IX Information

The University Student Health Center and Psychological Counseling Services also provide a variety of services and support systems.

### **Special Considerations**

University Housing is committed to meeting the needs of all students to the best of its ability. Some Housing suites and apartments are accessible to students in wheelchairs (including bathrooms), and specially adapted rooms are available for students who are hearing and visually impaired or use wheelchairs. Special considerations include:

- Disabilities such as mobility impairment, vision or hearing impairments (where physical accommodation or building adaptation may be required)
- Disabilities requiring a live-in attendant
- Medical concerns (including allergies)

Note: If you self-identify as someone who requires assistance for safe exiting from a residence during an emergency, University Housing will notify the Turlock Fire Department and University Police Department so that assistance may be given when needed. For more information, please contact the Housing Office at (209) 667-3675.

### **Storage**

Storage is limited to the closets located in resident rooms or common areas. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. University Housing does not provide storage facilities for residents.

### **Winter Closure**

Housing fees for the Academic Year contract do not include the dates the campus is closed. With the exception of residents who choose to pay for the days during the Winter shutdown period or meet the definition of a former foster youth in Assembly Bill 1393, all residents must vacate the housing facilities during the period of December 17, 2022 through January 2, 2023.

Residents must depart no later than 12:00p.m., December 17, 2022, and may return starting at 11:00a.m., January 2, 2023.

Residents do not have to remove their personal belongings during that period but should take proper security precautions to protect their valuables. University Housing assumes no liability for residents' personal items.

Housing staff will conduct a final check in advance of the closure to check that recommended security measures are in place and that all garbage has been properly discarded. All garbage removed by Housing staff will be subject to a disposal fee of \$15 per bag.

### **Vacancy Cleaning**

In the event that there is a vacant bed space, Housing reserves the right to enter the facility for cleaning purposes for readiness for the new occupant. Should belongings be found on the vacant bed/room/apartment, Housing reserves the right to move/pack belongings and residents will be issued a cleaning/room readiness charge.

## **Residential Policies and Guidelines**

## Access to University Housing Facilities & Key Use Policies

- a. Residents are responsible for their key card, as well as their mailbox key. Key cards and mail box keys are for resident use only.
- b. Residents must carry their key cards and keys with them at all times. Damage to key cards or mail box keys, which are the result of resident misuse, will be charged to the resident. Lost or stolen key cards or mail box keys must be reported to the Housing Office immediately. New mail box keys will be issued for a fee of \$45 per lost or missing key. New key cards must be purchased by the student with room access restored by the Housing Office upon receipt of the new card.
- c. Locks may not be added or changed on bedroom, suite, or apartment doors. Bedroom, suite, and apartment doors should be locked at all times.
- d. Propping open any door or gate within Housing property is prohibited. Anyone found doing so will be referred for conduct and may have their license revoked without a refund of fees.
- e. Residents cannot move into their assigned bedroom prior to check-in, except as approved by Housing and Residential Life.

## Alcohol

The primary purpose of the University Community is to promote academic success and personal development. Alcohol abuse and subsequent consequences have a significant negative impact on campus life and can mar individual clarity and thought, verbal and perceptual acuity, and mental alertness.

Members and guests of the community are expected to take responsibility for their drinking behavior and for the consequences of alcohol consumption.

- a. Alcohol as it Relates to Residents Under the Age of 21
  - i. The possession, consumption, distribution, or sale of alcohol by residents under the age of 21 (hereafter referred to as an "underage resident") is prohibited.
  - ii. Collecting, displaying or storing empty alcohol containers by underage residents is prohibited.
  - iii. Underage residents may not be in the presence of alcohol or alcohol containers.
  - iv. Guests of underage residents may not possess, consume, distribute, or sell alcohol or possess alcohol containers.
- b. Alcohol as it Relates to Residents Age 21 and Older
  - i. Residents who are 21 and older (hereafter referred to as an "of-age resident") are permitted to possess and consume alcohol in their assigned apartment or suite, or the apartment or suite of another of-age resident. However, it is prohibited for any of-age resident to possess, consume, distribute, or sell any alcoholic beverage(s) if any underage person is present.
  - ii. Possession, consumption, distribution, or sale of alcohol while in the presence of anyone under the age of 21 is prohibited.
  - iii. Alcohol stored or left in the common areas of a suite or apartment where at least one underage resident lives is prohibited.
  - iv. Possession, consumption, distribution, or sale of alcohol while the suite or apartment door is left open is prohibited.
  - v. Of-age students shall not furnish or sell any alcoholic beverage to any person under the age of 21.
  - vi. Collecting, displaying or storing empty alcohol containers in the presence of underage residents is prohibited.
  - vii. Guests of of-age residents may not possess, consume, distribute, or sell alcohol if the guest is under 21.
- c. Possession of bulk alcoholic beverages is prohibited. Bulk alcohol is defined as an amount excessive for personal use where personal use is defined as the consumption, storage, or possession of alcoholic beverage containers. In this context the number of individuals present in the room and the degree of intoxication shall also be considered.
  - i. Kegs, pony kegs, beer balls, cases of beer/other beverages with an equivalent amount of alcoholic content in any form of container are bulk alcohol and are not permitted.
- d. Alcoholic beverages in opened or visible containers (cups, cans, bottles, cases/boxes, etc.) outside the privacy of apartments or suites is prohibited. This includes any University Housing lounge area, hallway, stairway, recreation room, dining hall, pool/spa or patio area, elevator or within the general facility grounds. Additionally,

transport of open or unopened beverage container(s) within University Housing grounds in which the container is visible to the general community (i.e., not in a bag) is prohibited.

- e. Incapacitation due to alcohol or another drug or substance is prohibited. Incapacitation here is defined as lack of consciousness, unresponsiveness, or an inability to exercise care for one's own health and safety.
- f. Students/community members who observe a medical or other emergency are obligated to call for help. If the "Good Samaritan" is found in violation of a Housing policy at the time of the call, the fact that they placed the call will be considered in the student conduct process. In the event of an emergency, please contact 9-1-1. In a non-emergency, please contact the Housing Office at (209) 667-3675.
- g. Drinking games or simulated drinking games are prohibited. These include water pong, flip cups, and quarters and other variants.
- h. "Progressive" or multi-apartment gatherings where the consumption of alcohol is the primary focus is prohibited.
- i. Items used to facilitate the rapid consumption or distribution of alcohol are prohibited. These items include, but are not limited to, funnels or beer bongs. These items will be confiscated and destroyed.
- j. Producing or manufacturing alcohol in any University Housing facility is prohibited. Any other policy violation in conjunction with alcohol use or consumption, or individual behavior that is disruptive to the academic environment or interferes with the academic progress of oneself or another student.

### **Animals**

Fish are the only animals allowed in rooms, suites, or apartments. Aquariums may not exceed 5 gallons in size. All other pets are prohibited, including, but not limited to, dogs, cats, reptiles, amphibians, rodents, birds, insects, or any other domesticated animal. Non-domesticated species and/or breeds of animals are prohibited.

University Approved Animals: Special accommodations will be made for residents with a documented disability which requires a service animal or emotional support animal. Pre-arrangements with the campus Disability Resource Services Office, as well as University Housing, are required. Students are required to provide proof of vaccinations prior to the arrival of the animal. Students may not bring the animal into Housing until they have received written approval from the Housing office and signed the Service Animal or Emotional Support Animal Agreement. Students are liable for any damages caused by the animal to any Housing and Residential Life property.

### **Babysitting**

For reasons of safety and liability, minors cannot be brought to the housing facility for the purpose of babysitting.

### **Common / Public Areas**

Common areas are defined as all facility areas that are not part of the private confines of a resident bedroom. Outside patios, hallways, stairwells, recreation rooms, study lounges, and laundry rooms are considered to be common areas. If a door to a student room/suite/apartment is open, the room/suite/apartment is considered to be a common area. While housing operations staff maintains common areas, it is expected that each resident will make a reasonable effort to keep common areas clean for everyone. Furnishings in common areas are for use by all members of the community. Furniture may not be moved from common areas.

### **Community Living Standard**

The University is committed to maintaining a safe and healthy living and learning environment for students, faculty and staff. Each member of the campus community should choose behaviors that contribute toward this end. Students are expected to be good citizens and to engage in responsible behaviors that reflect well upon their University, to be civil to one another and to others in the campus community, and contribute positively to student and University life. (CCR §41301(a))

Residents are expected to adhere to the Standards of Student Conduct (CCR(CCR §41301)). Any resident who demonstrates an inability to live in accordance with these standards may be asked to leave the residential community. University Housing reserves the right to rescind the license agreement of any individual exhibiting behavior, including but not limited to, that referenced below:

a. Harassment

Harassment means unwelcome conduct engaged in because of a Protected Status that is sufficiently severe, persistent or pervasive that its effect, whether or not intended, could be considered by a reasonable person in the shoes of the Student, and is in fact considered by the Student, as limiting the Student's ability to participate in or benefit from the services, activities or opportunities offered by the University. See Executive Order 1097 page 23 for additional information about behavior defined as Harassment.

b. Sexual Misconduct

Sexual Misconduct of any kind, which includes sexual activity engaged in without Affirmative Consent. For additional information about sexual misconduct and affirmative consent, see Executive Order 1097, p. 3-4.

c. Physical or Mental Abuse, Intimidation, Coercion

Any threat or action of physical, emotional, or verbal abuse or engaging in actions that intimidate, harass, threaten, haze, coerce, or otherwise endanger the health or safety of any person within or related to the University community (including threats or attempts of suicide). This includes, but is not limited to, physical harm or threat of physical harm to any person (and/or to self). (CCR §41301(4-8))

d. Disruptive Behavior

Disorderly, lewd, indecent, or obscene behavior at a University related activity, or directed toward a member of the University, may be grounds for the termination of the license agreement. ((CCR §41301(6)).

Acts or behavior that compromise the peace, safety and/or health of other residents or compromise the educational purposes of the community.

e. Intolerance

Acts of intolerance towards a community member or any Housing and Residential Life staff member which limits the person's ability to participate in or benefit from services, activities or opportunities offered by the University. (EO 1097)

Acts of intolerance or bias-related incidents are behaviors, which by intent, action and/or outcome harm or threaten to harm a person or group of people. Acts of intolerance include, but are not limited to:

- i. Acts motivated by prejudice toward a person or a group of people because of their race, religion, ethnicity, disability, national origin, age, gender, and/or sexual orientation, and/or any other protected class.
- ii. Physical or written defacement, vandalism or destruction of residential property and/or Housing and Residential Life postings and posters. ((CCR §41301(11)).

f. Property Damage

Deliberate vandalism and/or destruction of property in Housing and Residential Life.

### **Cooking**

Cooking is limited to the general kitchen of apartments. Hot plates, electric frying pans, electric grills, portable stoves, toaster ovens or other similar appliances are not permitted in the suites. Micro-fridges are provided in suites and are the only mechanism for preparing meals. Refer to the Electrical Equipment section of this document for additional information regarding acceptable appliances.

Kitchens in apartments offer flexibility for meal preparation. For the safety of all in the community, residents must pay attention and use caution when cooking. Kitchens must be kept clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.).

Residents must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation fan equipment.

Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended. Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and conduct responsibility of the resident.

### **Cooperation with Staff Requests**

Residents and their guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include producing a valid form of identification, showing a Warrior identification card, or vacating University Housing facilities and/or grounds. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals. Any conduct that disrupts the normal order of the community is considered disorderly and is prohibited.

### **Decorating and Renovating Room Structure, Furnishings, or Grounds**

Personal items or furniture brought into Housing and Residential Life living quarters must meet a fire safety standard rating of 4 or 5.

Furniture must either have a manufacturer's tag physically on the furniture or the resident must have some other form of documentation by the maker of the furniture. In addition, only one extra piece of furniture (couch, chair, etc.) may be brought into a living unit (suite/apartment). Individuals will be asked to remove extra furniture or furniture, which does not have evidence of the required fire safety rating. Housing and Residential Life will discard furniture if not removed by the resident within forty-eight hours of notification to remove the item(s).

University furniture is to remain in the bedroom/suite/apartment at all times. University Housing cannot store furniture to make room for personal items or furniture.

When decorating a bedroom/suite/apartment be aware of the following:

- a. Do not make holes in walls. To hang something on a painted surface, use a product that is approved to prevent damage (contact University Housing for product recommendations).
- b. Damage caused by nails, tacks, non-approved adhesives, tape and stickers shall be repaired by Housing staff. Cost to repair these damages shall be charged to the student. The student should not attempt to repair various damages, as this could complicate the repair process and result in additional charges.
- c. Painting and spray painting is not permitted in the Housing facilities or on Housing grounds except by authorized personnel.
- d. Beds cannot be elevated by residents. Any form of bed/furniture elevation that involves non-University Housing furniture, or attachments to University Housing furniture is considered a loft and is not permitted.
- e. Doors and windows may be decorated within the unit as long as the decorations do not cause damage or present a safety hazard.
- f. All decorations visible to the public must be acceptable according to policy, including living standards as outlined in the Community Living Standards section.
- g. All decorations must be in compliance with the fire safety regulations listed in the Fire Safety section of the policies.
- h. The University maintains the Housing community grounds. Residents shall not erect fences, cultivate plants or make other changes to the grounds. All decorations must be confined to the interior of the unit door. At no time can anything be left in the walkways.

### **Drugs, Narcotics, and Paraphernalia**

Possession, usage, or manufacture of controlled substances (including paraphernalia for intended or implied use) of any sort is illegal and prohibited. ((CCR §41301(9))).

Residents suspected of violating this policy may be confronted by staff members and/or civil authorities.

All residents are expected to be aware of and comply with the following:

- a. Possession, consumption, distribution, sale, and/or being under the influence of any State or Federally banned drugs is prohibited.
- b. Possession, consumption, distribution, and/or sale of marijuana and/or products that resemble or smell like marijuana, even with a prescription, is prohibited. This includes, but is not limited to: Spice, K2, any type of synthetic marijuana or other types of herbal cigarettes and/or incense.
  - i. Marijuana use, in any form, including medical marijuana and marijuana possession, purchase, sale, transportation or distribution on CSU property and/or in connection with CSU activities is prohibited but both CSU policy and under state and federal law. Marijuana is still a controlled substance under federal law.
  - ii. Smelling of marijuana may be considered evidence of possession or use of marijuana.
- c. The misuse, distribution, or sale of prescription medication is prohibited.
- d. Using any legal substance in a manner which may impair normal functioning is prohibited.
- e. Incapacitation due to alcohol or another drug or substance is prohibited. Incapacitation here is defined as lack of consciousness, unresponsiveness, or an inability to exercise care for one's own health and safety.
- f. Drug paraphernalia, or any object used as drug paraphernalia is prohibited. This includes, but is not limited to: pipes, water pipes/bongs, e-pens, vaporizers, vapor pens, scales, grinders, hookahs, rolling papers and hollowed-out cigarettes.
- g. Possession of medical marijuana cards does not permit resident to violate any of the above policies.
  - i. Recreational or Medical Marijuana Guidelines - Students are not permitted to store or use any illegal drugs – including marijuana or synthetic marijuana – on campus, even if they possess a state-issued marijuana card or in association with Prop 64 provisions. Students who possess a Prop 215 card based upon the Compassionate Use Act of 1996 and Senate Bill 420, the Medical Marijuana Program Act, which established certain rights for citizens of California in relation to the cultivation, possession, and use of medical marijuana, may not exercise those rights anywhere within University Housing facilities or grounds.

Notwithstanding the provisions of Prop 64 or Prop 215, the CSU system supports the federal policy on marijuana use and has declared all campuses “drug free zones.” Therefore, the campus does not provide for a place where medical marijuana can be used, consumed, or stored. Further, the campus and/or CSU System is not considering a plan that would provide for locations or facilities for medical marijuana use/consumption on any of the CSU campuses. As a consequence, CSU students with a Prop 215 card must find appropriate and legal locations to use, consume or store medical marijuana beyond campus borders.

A resident whose license has been revoked due to a violation of the Drugs, Narcotics and Paraphernalia policy must move out of their assigned space within 72 hours of receipt of sanction. In these instances, all housing fees are NON-REFUNDABLE.

### **Electrical Equipment**

University Housing facilities have limits on their electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. All electrical equipment must be in compliance with the fire safety regulations listed in the Fire Safety section of the policies.

The following guidelines apply to the use of electrical apparatus:

- a. All extension cords and surge protectors must have a reflective UL Approved tag. Extension cords and surge protectors without the reflective UL Approved tag are prohibited. All surge protectors must have an automatic shut off. Extension cords may only be used to power a single item. Plugging multiple items into an extension cord is a fire safety hazard and is prohibited. Additionally, stringing surge protectors or extension cords together in a series is prohibited. Multiple outlet plugs (also referred to as “taps”) that insert into an outlet are also prohibited.
- b. The placement of any material in or around the provided lighting is prohibited. The removal of lights, alteration of the fixtures and the replacement of institutional light bulbs with colored light bulbs are also against University Housing policy.

- c. Refrigerators for private bedrooms are permitted, provided they do not exceed 3 cubic feet. Residents are permitted a maximum of one refrigerator per bedroom.
- d. Appliances such as stereos, radios, desk lamps, computers, TV's, VCR's/DVD Players, sealed-component coffee makers, hair dryers, other electrical hair implements, and electric blankets are permitted in suites and apartments. The following items are permitted in apartments only: cooking appliances such as crock-pots, toasters, toaster ovens, rice steamers, electric grills, and electric frying pans. These appliances must be directly attached to grounded outlets and should remain unplugged when not in use. These appliances are not permitted in suites. Cooking is limited to the kitchen and is not permitted in bedrooms.
- e. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living.
- f. Privately owned air conditioners are not permitted. Window fans are discouraged and should never be used unless the resident is present.
- g. International appliances must use electrical converters.
- h. Irons must be used with ironing boards only, and irons should never be left unattended.

Any damage caused by personal electrical equipment or misuse of the electrical system is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other residents' personal belongings. Violations of these guidelines may result in immediate license revocation.

### **Elevators**

Tampering with, misusing, or vandalizing elevators is prohibited. This includes, but is not limited to, forcing doors open, unnecessary use of alarms/emergency phones, accessing elevator controls or control room, entering the elevator shaft or exterior of an elevator. Elevator service may be temporarily or permanently discontinued if elevators are repeatedly abused. Residents who have vandalized elevators are responsible for the cost of repair associated with the act of vandalism.

### **Gambling**

All forms of gambling are prohibited on state property. This would include but is not limited to activities played for money, checks, or some other representative value.

### **Fire Safety**

- a. Fire Safety Equipment: Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their suite or apartment door. If the instructions are missing or illegible, please contact the Housing Office immediately to have a new one posted.

The following misuses of fire safety equipment are considered violations of policy: pulling fire alarms or fire alarm covers when no fire exists, blocking or propping open fire doors, blocking fire stairs, tampering with smoke detectors, tampering with alarm horns or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads), tampering with fire exit signs and improper use of fire extinguishers or fire hoses.

Note that each suite or apartment common area, as well as each bedroom contains a smoke detector for resident safety. Contact the Housing Office immediately if the smoke detector begins beeping. Under no circumstances should a resident attempt to adjust or repair a smoke detector. This includes changing the batteries. Tampering with smoke detectors will result in a minimum \$60 repair or replacement fee and disciplinary action.

- b. Fire Alarm/Drill: Residents and guests must evacuate a residential facility immediately when the fire alarm sounds. Those who do not evacuate are in violation of University policy and State fire code and will be referred to the Housing and/or University conduct processes.

- c. **Electrical Equipment:** All extension cords and surge protectors must have a reflective UL Approved tag. Extension cords and surge protectors without the reflective UL Approved tag are prohibited. All surge protectors must have an automatic shut off. Extension cords may only be used to power a single item. Plugging multiple items into an extension cord is a fire safety hazard and is prohibited. Stringing surge protectors or extension cords together in a series is prohibited. Multiple outlet plugs (also referred to as “taps”) that insert into an outlet are also prohibited. International appliances must use electrical converters.
- d. **Sources of Heat and Open Flame:** The burning of candles, incense, wax, oil, or other fuel sources is prohibited in all Housing and Residential Life facilities. Items that require an open flame to operate (e.g. Bunsen burners, candles, incense, oil burners, alcohol burners, etc.) are not allowed in a Housing and Residential Life facility. Irons must be used with ironing boards only, and irons should never be left unattended. The utilization of space heaters is not permitted. Prior written approval must be obtained from the Associate Director of Residential Life if this policy is incongruent with religious, cultural or spiritual beliefs.
- e. **Parties:** A gathering of six to ten people in a suite or apartment in a University Housing facility will be considered a party. Parties with over ten people are a fire safety hazard and are therefore prohibited. Violators of this policy will be subject to sanctions ranging from loss of party privileges to revocation of their Housing License. Parties are absolutely prohibited when 24-hour quiet hours are in effect.
- f. **Decorations:** Tapestries, flags, and/or any other cloth material cannot be hung from a wall or ceiling as they burn rapidly and can feed a fire. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled. All holiday décor must be flame resistant. Such decorations must be removed within ten days after the holiday. Holiday decorations such as artificial trees are permitted in the living room of suites or apartments but cannot be placed in bedrooms.

Artificial trees are permitted but must have an electrical cord which is UL and must be turned off when no one is present in the unit/room. Residents may not possess live or cut holiday trees. Decorative lights should be on only when a resident is present. All lights/cords must be in good condition and be UL certified.

- g. **Doors and Clear Exit Pathway:** All exterior apartment/suite doors are to be kept closed at all times due to fire safety regulations. At no time are the doors to be propped open or left ajar. Due to state fire codes, tack message boards and nameplates are not permitted on the exterior of the bedroom, suite or apartment doors. Dry erase boards are permitted. Residents must maintain a clear pathway in which to exit the room, suite or apartment. At no time should a room’s contents obstruct the exit pathway. This includes placing furniture in obstruction of windows and doors.
- h. **Combustible Material Storage:** The storage of combustible materials (gasoline, paint thinner, etc.) within the residential facility, including resident bedrooms, suites and apartments, is prohibited.
- i. **Prohibited Items:** The following items are prohibited in Housing for fire safety reasons. Prohibited items may be confiscated by Housing Staff. Residents may not possess or store:
  - i. Candles (burned or unburned; with or without a wick)
  - ii. Incense
  - iii. Wax melters
  - iv. Flammable or combustible materials, including, but not limited to, gasoline, motor oil, lighter fluid, and paint thinner
  - v. Live holiday trees
  - vi. Items with exposed heating elements, including, but not limited to, space heaters, sun lamps, immersion heaters and hot plates
  - vii. Tapestries, flags, or other cloth materials that have not been treated with a fire retardant
  - viii. Surge protectors, extension cords, or decorative lights without a UL Approved tag
  - ix. Multiple outlet plugs (also referred to as “taps”) that insert into an outlet
  - x. Halogen/torchiere/desk lamps
  - xi. Self-balancing scooters commonly known as hover boards. (State Fire Marshal Bulletin15-006)

## **Furnishing False Information**

Intentionally relaying false information to any designated University official or to the University is prohibited. Such behavior will be referred for Housing conduct review and/or the Student Conduct office.

## **General Health**

### **a. Public Health & Safety**

The University reserves the right to close the residential community if the State of California or the Chancellor of the California State University system determines that such a closure is required to protect the public health and/or safety of residents.

### **b. Health and Safety Inspections**

Regular health, wellness and safety inspections are performed by Housing staff. Corrections of health and safety violations requested by University Housing staff must be completed within 48 hours of the inspection and notification. Residents are expected to give reasonable care to their rooms and furnishings, maintaining sanitary conditions acceptable to the University.

### **c. Cleaning of Rooms/Suites/Apartments**

Residents are expected to maintain a clean and healthy shared living environment by maintaining bedrooms, suites, and/or apartments to a standard of cleanliness and to also uphold a reasonable standard of personal hygiene. Roommates are encouraged to establish a cleaning schedule of their shared living spaces that distributes the responsibility of cleaning equitably amongst all of the roommates.

Bedrooms, suites and/or apartments which do not meet these standards may present a health and safety hazard and a disruption to the shared living environment.

University Housing custodial staff will provide complimentary light cleaning of suite/apartment bathrooms and kitchen floors throughout the year. All additional requests or needs for cleaning of units will be accommodated, time permitting, for an additional fee.

### **d. Communicable Diseases**

Any resident diagnosed with a communicable disease by the Student Health Center or by his/her health care provider will be sent home during the infectious period, or isolated in an assigned room as directed by Housing in consultation with the Student Health Center, and/or the residents' health care provider (as permitted by the resident.) It is the responsibility of a resident to notify Housing should they be aware of and/or be diagnosed with a communicable disease. The Student Health Center and/or the residents' health care provider will clear the resident to return to the Housing facility, dining services and classes (in consultation with the residents' health care provider, as appropriate.) Any resident suspected of having a communicable disease could be isolated in his/her room or another assigned room while waiting for a diagnosis. Any resident exposed to a communicable disease should make an appointment with a physician at the Student Health Center to discuss the possible exposure, symptoms and treatment (if treatment is available). Examples of communicable and infectious diseases may include: chicken pox, hepatitis, measles and tuberculosis. In the instance of an outbreak, Housing will follow University and emergency protocols.

### **e. Bedbugs**

If a room or apartment, or any portion therein is infested with bedbugs during the license period and any extension thereof, where by written agreement or the operation of law, said bedbug infestation will be presumed to be the fault of the resident or the guests of the resident. Should bedbugs prove to exist in any facility, it is the responsibility of the resident to notify Housing staff. Housing will undertake eradication to the room or apartment, including the appliances and fixtures, at the resident's sole cost and expense. At no time should the resident seek a third party for bedbug eradication. In the event of any bedbug infestation, the resident shall be responsible for all bedbug eradication with respect to his/her personal property in the

apartment, suite or room. Finally the resident shall also be responsible for the full cost of any bedbug eradication to related infested common areas or related infestations of other apartments, suites or rooms.

f. **Biohazards**

Residents who inappropriately handle or dispose of biohazards including, but not limited to, medical syringes, blood and other bodily fluids, may be considered in violation. Residents should contact Housing staff for instructions to properly dispose of biohazard materials.

**Good Samaritan**

Students/community members who observe a medical or other emergency are obligated to call for help. If the "Good Samaritan" is found in violation of a Housing policy at the time of the call, the fact that they placed the call will be considered in the student conduct process.

If you feel a community member is in need of medical assistance, please contact 9-1-1 in the event of an emergency or the Housing Office at (209) 667-3675 for non-emergency assistance.

**Guests and Visitors**

a. **General Guest Guidelines:**

- i. A guest shall be defined as any person who intends to visit or sleep in a residence hall room, suite, or apartment and is not a resident of that room, suite, or apartment. An overnight guest is considered anyone whose visit occurs after quiet hours. All guests are required to comply with Housing Policy and other applicable University rules. A resident is expected to inform their guests of all University Housing and CSU Stanislaus policies.
- ii. Residents are responsible for the behavior of their guests. Residents will be held judicially and financially accountable for their guests' actions.
- iii. Guests must be accompanied by a resident at all times. Lending assigned keys or ID cards to a guest is prohibited.
- iv. Guests who are not residents are prohibited from using the computer lab or laundry facilities. Residents will be held responsible for guests in violation of this policy.
- v. Guests should in no way become a nuisance to the roommate(s) or the community. Residents may not host anyone who is known to have trespassed on CSU Stanislaus facilities.
- vi. Residents have a right to privacy. A resident's right to privacy supersedes another resident's right to guest privileges. Therefore, a resident may not bring a guest into the room, suite, or apartment without the consent of all roommates. The host and/or roommates may revoke their approval of a guest for any reason at any time.
- vii. Between 8:00a.m. and when quiet hours start, a resident may have up to three visitors at any one time, not to exceed 10 people per suite or apartment, including roommates. Once quiet hours commence only one guest may stay as an overnight guest.
- viii. Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the Housing facilities and its residents (city-wide events or campus events that greatly affect the housing facilities and surrounding area and events which create crowd control/security concerns). Residents are expected to comply with temporary policy additions during these times. ((CCR §42005)).

b. **Non Approved Guests**

The Director of Housing and Residential Life or designee may declare certain individuals non-approved guests. These are guests who, because of safety concern or due to their disruptive or destructive behavior, are not permitted within University Housing. Residents who invite or knowingly permit non-approved persons or guests are subject to disciplinary action. ((CCR §42006)).

c. **Overnight Guests**

- i. Overnight guests are to be temporary and infrequent. Cohabitation is not permitted. Cohabitation is defined as the extended presence (daily or nightly) of any person in any room, suite or apartment who is not assigned a bed space in that specific living area.

- ii. Residents must register a guest and secure approval from the Housing and Residential Life Office a minimum of forty-eight hours before permitting any guest to make overnight use of any Housing facility such as, but not limited to, sleeping and shower facilities, or other facilities generally made available only to residents.
- iii. The length of stay for an overnight guest, including housing residents assigned to other suites/apartments or family members, cannot exceed three (3) nights in a month.
- iv. Residents cannot have an overnight guest for more than nine (9) nights total over the course of one full semester.
- v. A guest whose length of stay exceeds more than three (3) nights in a month or more than nine (9) nights total in a semester will be considered a non-approved guest.
- vi. All overnight guests must check in at the Housing Office. Guests are required to show a valid I.D. upon check-in.
- vii. Anyone under the age of 18 is not permitted as an overnight guest, unless the resident has a written exception from the Director of Housing.
- viii. Overnight guests are not permitted during final exam periods.
- ix. Residents found to have violated the Guest and Visitors Policy will be subject to a \$45 per night fee for each night their guest stays. This extends to guests beyond three consecutive nights, in excess of the eligible nine nights per semester and for all non-approved guests.
- x. Non-resident California State University, Stanislaus students in violation of any University Housing or University policies will be referred to the Student Conduct office.

### **Laundry Facility Use**

The University Housing laundry rooms are for the use of residents only. Guests and other non-residents are prohibited from using the laundry facilities. Residents will be held responsible for guests in violation of this policy.

Residents should refer to the posted laundry room guidelines for additional information about hours, rules and regulations.

### **Motor Vehicles**

Motorcycles, mopeds or other gasoline-powered vehicles cannot be stored inside the University Housing complex, including resident suites and apartments, complex entrances, patios, or courtyards. Such vehicles must be parked in designated areas and have an appropriate campus parking permit.

### **Noise and Quiet Hours**

University Housing is an extension of the larger academic community which exists at CSU Stanislaus and the Turlock living community as a whole. As such, residents are expected to exhibit courtesy to their fellow residents, the University community and the citizens of Turlock. To support this mission, it is requested that members of the residential community hold noise to a reasonable level which does not disrupt everyday living. Within a suite or apartment, residents may agree to extend quiet hours.

#### **a. Audible Amplification**

Residents may use stereos, musical instruments and other sources of audible amplification (electrical or otherwise) within their suites and apartments. Headphones are recommended when using equipment that may be disruptive to others. With the exception of University Housing sponsored or approved events, noise, music, or other activities on University Housing grounds should not be so loud as to disrupt other residents. University Housing staff may request that stereos or other devices that pose a repeated disruption be turned off and/or removed from Housing facilities.

#### **b. Quiet Hours**

Quiet Hours are as follows:

- Sunday – Thursday: 11:00 p.m. until 8:00 a.m. the following morning.
- Friday and Saturday nights: 1:00 a.m. until 8:00 a.m. the following morning.
- Final Exam Periods: 24 hours a day.

During quiet hours, noise should not be heard between suites or apartments, between bedrooms, or between the common areas and the bedrooms. Quiet hours apply to the entire complex, including the grounds. During quiet hours, noise, conversations, or music from the grounds should not be heard by residents or disturb residents in their bedrooms, suites or apartments.

c. **Courtesy Hours**

Any resident may request that another resident or group of residents cease an activity that is interfering with their ability to study, rest, or quietly enjoy the community. When requested to be quieter in one of these situations, a resident must comply. Radios, stereos, or televisions that can be heard in other rooms or outside the unit may be considered too loud.

d. **Final Exam Periods**

In order to support students' academic success during final exam periods, quiet hours are extended to twenty-four (24) hours per day. Extended quiet hour conditions begin at the conclusion of the last scheduled class and continue through the last scheduled final.

Between the hours of 9:00a.m.-9:00p.m. each day during finals week, residents may engage in quiet recreational activities in the pool, basketball courts, and volleyball courts. However, if these activities become disruptive, residents may be asked to stop the activity.

**Pool and Spa**

University Housing pools and spa are not supervised by a lifeguard and are used at the personal risk of residents and guests. Children are not allowed to swim without the presence of an adult who is responsible for their safety. Pools are closed daily during the established quiet hours to allow time for the pool filters to cycle through and to promote a calm and restful environment for studying, sleeping, etc. During finals week, residents may use the pool daily from 9:00a.m. to 9:00p.m. for recreation.

**Posting Policy**

According to the University Posting Policy, materials may only be posted on approved kiosks and bulletin boards. Posting on trees, lamp posts, phones, benches, buildings, or any other permanent structure not specifically designated for posting is prohibited. The Director of Housing and Residential Life or designee(s) must approve any posting within the University Housing community.

Only University Housing staff or authorized Housing groups may post within University Housing facilities. Posting violations will be removed. People found posting in violation of the policy may be sanctioned. Private gatherings in University Housing facilities MAY NOT be advertised to the public. It is the responsibility of residents to read all postings. A copy of the complete campus Posting Policy may be found at the CSU Stanislaus University Police Department website.

**Recording Devices**

- a. **Facilities Recording:** Public areas within the housing complex including, but not limited to, entry gates and the pools are under video surveillance.

Students making, attempting to make, transmitting, or attempting to transmit audio or video on Housing property for commercial or educational purposes (other than programmatic) are prohibited. Prior written approval is required by the Director of Housing and Residential Life, or a designee.

- b. **Privacy Recording – Personal Facilities:** Recording, attempting to record, transmitting, or attempting to transmit audio or video of any person(s) on Housing property in bathrooms, showers, bedrooms or other premises where there is an explicit expectation of privacy, without the knowledge and consent of all participants subject to such recordings is prohibited.

- c. **Privacy Recording – Communication:** Students are expected to respect the reasonable expectations of privacy of other individuals within the Housing community. Accordingly, students are not permitted to make or attempt to make audio or video recording of private, non-public conversations and/or meetings on University premises, without the knowledge and consent of all participants subject to such recordings. In such circumstances, the use of undisclosed hidden recording devices is prohibited, as is the transmission and/or distribution of any such recordings. This provision does not extend to the recording of public events or discussions, or to recordings made for law enforcement purposes.

### **Recreational Equipment / Sports**

Riding a bicycle, skateboard, roller skates, roller blades, scooter, or other recreational equipment is prohibited inside the Housing complex. Residents are expected to dismount and walk their bicycle, skateboard, scooter, or other equipment while within all areas of the Housing complex. Frisbee, catch, and other such low-impact/low-risk games are permitted in designated areas (i.e., Village III great lawn). Self-balancing scooters are prohibited from being included, being rode, charged or stored anywhere inside the housing complex. See Fire Safety for additional information.

Bicycles may be stored in designated storage racks. Bicycles may not block fire exit or limit access ways within suites or apartments if stored inside. They cannot be stored in stairwells, under trees or in exterior common areas. Bicycles found in these areas will be moved by University Housing. There is a \$50 fee to have a housing padlock removed. All residents may obtain a bike license by contacting the University Police Department.

### **Roommate Responsibilities**

Housing and Residential Life recognizes that sharing a living environment with others can be complex. While many people enjoy and benefit from living with others, it is also possible that conflicts may arise due to differences in opinion, personal practices, cultural norms, and lifestyle preferences. To this end, roommates are expected to abide by the expectations described in this policy and to treat each other with respect and dignity while attempting to resolve conflicts or disagreements. Behavior that is disruptive to the living environment or interferes with a resident's right to comfort, safety, or security may result in referral to the Housing and Residential Life Conduct Process.

Housing and Residential Life staff may be a resource to residents in completing a roommate agreement and/or addressing roommate conflicts or issues. Staff can provide support to residents in the process of resolving conflicts, but cannot solve the conflict for residents. Housing and Residential Life reserves the right to administratively reassign one or more roommates who have demonstrated a pattern of behavior that is disruptive to the living environment or refuses to cooperate or work to resolve personal differences or roommate conflict(s).

- a. **Roommates**

A roommate is defined as any person who shares a room, suite, or apartment with someone else.

- b. **Roommate Agreements**

Roommates are expected to establish mutually agreed upon expectations for sharing the living environment. This includes, but is not limited to, expectations surrounding: communication between roommates; personal property; shared contributions to the living environment; care, cleaning, and use of shared living environments; guests; noise; privacy; and safety and security of the living environment. The Resident Assistant will assist in this process by facilitating dialogue between all of the roommates and recording shared expectations in the Roommate Agreement. Roommate Agreements will be kept on file with the Residential Life Coordinator. Roommates will receive a copy of their Roommate Agreement to be posted in the common areas of the unit.

Roommate Agreements can be amended at any time. Roommates who wish to amend their Roommate Agreement must contact their Resident Assistant. Roommate Agreements may only be amended under the supervision of a Housing and Residential Life staff member. Roommate Agreements must be amended any time a new resident moves into a suite or apartment.

c. **Communication Between Roommates**

Roommates are expected to communicate openly and respectfully with each other as it pertains to sharing a living environment. Roommates are expected to respond to their each other's concerns and work towards resolving conflicts as they arise.

d. **Privacy**

Roommates are expected to respect each other's private rooms, living quarters, and/or personal spaces. Roommates may not enter each other's bedrooms without permission. Roommates are expected to respect each other's personal spaces, such as closets, dressers, and storage areas. Roommates are expected to respect each other's personal privacy as it relates to bathing, changing clothes, religious or personal practices, or any other activity with a reasonable expectation of privacy.

e. **Safety and Security**

Roommates are expected to make every effort to secure their bedroom, suite, and/or apartment. This includes ensuring that doors and windows are fully closed and locked when the bedroom, suite, and/or apartment is unoccupied. Roommates are expected to keep their ID with them at all times and not to lend their ID card to anyone.

**Smoke and Tobacco Free Campus**

Pursuant to Executive Order 1108, Title 5, California Code of Regulations, Section 42356, and Government Code Section 7597.1, Stanislaus State is completely smoke- and tobacco-free. Smoking, vaping of any substance, and use of any tobacco products in any form are prohibited on all CSU owned and leased property, including student housing and campus parking lots.

Smoking and chewing tobacco are prohibited in public areas of the housing facilities including, but not limited to, the Community Center, Village Café, elevators, swimming pools and surrounding deck areas.

Additionally, smoking devices, such as electronic cigarettes, vapor pens, hookahs and hookah pens are prohibited on all CSU owned and leased property, including student housing. Any device that results in smoldering embers, ash, etc. are prohibited within the housing facilities and grounds.

**Solicitation / Sales / Advertising / Deliveries**

As part of the greater CSU Stanislaus community, the Housing Office encourages individuals or organizations wishing to sell, solicit, or advertise products or services to do so through the avenues outlined in the campus *Posting Guidelines*. As CSU Stanislaus students, all Housing residents may take advantage of marketing opportunities while on campus.

However, running a business, solicitation, sales, and advertising either verbal or printed is not permitted in the Housing facilities, except by University Housing staff or as authorized by University Housing. This includes, but is not limited to, the residential areas, resident mailboxes, and University Housing grounds.

Authorized vendors must have written permission from the Director of University Housing or designee. No door-to-door solicitation is permitted, although University Housing programs sponsored by University Housing staff or approved residential groups may be promoted door-to-door. Any requests for exceptions must be submitted in writing to the University Housing Office.

**Theft, Damage, or Destruction of Property**

Respect for the property of the University and others in the community is valued. The theft, damage or destruction of any University or others' property is prohibited. Appropriating or attempting to appropriate any public or private property without the consent of the owner or person legally responsible is prohibited. Maintaining possession of any public or private property that is known to be stolen, lost, or missing is prohibited. Students in possession of stolen or misplaced property are expected to return the property to the owner or person legally responsible.

**Trash Removal**

Residents are responsible for disposing of their individual bedroom, suite or apartment trash in the trash dumpsters located outside the gates in designated areas. Residents are expected to properly discard trash on a regular basis and must do so when vacating their unit for longer than a forty-eight (48) hour period of time. Trash may not be left on balconies, in front of resident suites or apartments, or thrown from balconies. Residents may not place individual room trash in restrooms or common area trash cans. It is a violation of University and Housing policy to dispose of full trash bags anywhere other than the designated dumpsters located outside of the gates of Housing. Trash cans located in the common areas of Housing are provided as a convenience and are intended for the disposal of small quantities of trash; they are not intended for the disposal of full trash bags. Additionally, residents may not remove common area trash cans from their original locations.

### **Unauthorized Use of Facilities**

No resident or guest may be on the roof of any building, climb into windows, or sit in windows or on ledges. Authorized University staff or the University Police Department must do retrieval of articles from any roof.

Placement or storage of any materials on ledges or balconies is prohibited. Residents shall not alter the structure of these areas. Objects thrown from windows of buildings can cause severe injury or damage; therefore nothing may ever be thrown or hung/suspended from a window or set on a window ledge. Residents who permit any item (liquid or solid) to fall, drop, or be thrown from any University Housing facility window will be referred to the Housing or University Conduct processes.

Window screens are not to be removed. Residents will be charged if screens are removed, missing, or damaged. Residents are prohibited from climbing in or out of a window except in case of fire.

Residents are not permitted to operate a private business on any area of University Housing property or use the campus mailing address, Ethernet /wireless connection, or telephone for that purpose.

### **Unauthorized Entry**

Residents are not allowed in any other bedroom, suite, or apartment unless invited by the official occupant of that specific apartment, suite or bedroom. Residents are not permitted in attics or mechanical rooms, on the roofs, or ledges of any property of University Housing.

Moving into or changing units without the express approval of Housing and Residential Life is considered an improper room transfer and is prohibited. Residents who do not have roommates should be prepared to have a roommate move in at any time. Spreading out into the vacant space of a unit is considered an improper room transfer. A labor charge may be assessed if it prevents the Custodial staff from cleaning the room or a new resident from moving in.

### **Waterbeds**

Waterbeds are not permitted in any University Housing facility.

### **Weights / Exercise Equipment**

Weight lifting equipment is permitted in bedrooms, as well as common areas of suites and apartments (with roommate agreement) only if the total weight of any freestanding item does not exceed 25 lbs. Weight or exercise equipment may not be attached to the ceilings, doors, walls, and/or any structure within University Housing facilities.

### **Weapons / Dangerous Items**

Pursuant to penal code section 626.9 firearms are prohibited on the grounds of the housing complex.

Possession of weapons and explosives, including, but not limited to fireworks, firearms, live ammunition, BB guns, paintball guns, air pellet guns, toxic substances, highly flammable substances and any knife having a blade longer than two and one half inches is prohibited from use or storage in the residence suites or apartments.

Possession of these items may result in revocation of the License Agreement. Use of any object or instrument to simulate a weapon in a manner that endangers or intends to endanger any person is prohibited. This includes the use of kitchen equipment, sporting equipment, tools, or any other item that is used, or could be used, as an improvised weapon. Kitchen equipment used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action. ((CCR §41301(13))).

## **Housing and Residential Life Conduct Process**

The purpose of the conduct process in Housing and Residential Life is to facilitate a living environment that is conducive to personal wellness and academic success, and to maintain the standards of CSU Stanislaus by helping students to understand their responsibility for maintaining their campus and residential community. Within this context, it is important that residents have an understanding of what decisions or actions on their part may constitute a violation of Housing or University policy and may result in the revocation of their License Agreement. All residents and their guests are responsible for knowing and following Housing Administrative Policies and Regulations and the CSU Stanislaus Student Code of Conduct. Participation in or a repeated pattern of these behaviors will subject a resident to immediate removal from the residential community.

Depending on the allegation, the matter may be referred to the University's Student Conduct office for violations of the CSU Student Code of Conduct. (CCR §41301).

## **Resident Rights and Responsibilities**

The Housing and Residential Life Conduct Process adheres to due process and affords residents with the following rights:

- Residents have the right and responsibility to inform Housing and Residential Life staff members if and when they witness alleged violations of the Housing Administrative Policies and Regulations or other University policies.
- Residents have the right to be notified of any alleged policy violations.
- Residents are presumed not responsible for a violation until proven otherwise by a preponderance of the evidence.
- Residents have the right to respond to the allegations or present relevant information.
- Residents have the right not to respond to the allegations or present relevant information.
- Residents have the right to appeal the outcome of the conduct process, as outlined in this policy

## **Conduct Process**

### **a. Review of Incident Report and Additional Documentation**

When a conduct case manager (a Residential Life professional staff member, typically a Residential Life Coordinator) receives an incident report, they will review the report to determine the type of incident, any alleged policy violations, and the steps necessary to resolve the case.

Incidents that may involve a violation of the Student Code of Conduct or other University policies may be forwarded to the Student Conduct office.

### **b. Notification of Alleged Policy Violation(s)**

If the conduct case manager determines that a violation of the Housing and Residential Life Administrative Policies and Regulations may have occurred, the conduct case manager will notify the alleged resident(s) of the alleged policy violation(s) and the date, time, and location of the Housing Conduct Meeting. This notification will be sent to the resident's CSU Stanislaus email address.

#### **I. Administrative Reassignment**

During the conduct process, it may be necessary to administratively reassign a resident or residents, temporarily or permanently, to a different bed, room, or unit within the Housing community. Housing and Residential Life has the authority to temporarily or permanently reassign a resident to an alternate bed space.

The purpose of relocating a resident temporarily is to allow time to sort out the facts in an investigation, or in instances where the safety and security of the community may be in question. Relocation may involve any and/or all residents involved in the investigation.

A temporary reassignment does not mean an individual will be found in violation, and they could return to their former assigned space if found not responsible. A temporary reassignment may also be provided to a resident not alleged to have violated policy.

If someone is assigned to a temporary space, they may be precluded from entering certain areas of University Housing without staff escort in order to ensure the physical and emotional safety of community members.

c. Housing Conduct Meeting

The conduct case manager will meet with the alleged resident(s) and any witnesses in a Housing Conduct Meeting to gather information about the incident. During the Housing Conduct Meeting, the alleged residents have the right to respond to the allegations or present relevant information.

I. Failure to Appear

Housing staff will make every effort to meet with a student before determining a finding. A student who fails to appear for a Housing Conduct Meeting or appeal is not excused from pending action and may forfeit the right to appeal. The conduct meeting will take place as scheduled, information will be reviewed, and a decision made. The student will be informed of the finding in writing and/or through email. A student who voluntarily withdraws from the University or leaves Housing and Residential Life prior to completion of a proceeding is not excused from pending action.

d. Determination of Responsibility

After the conduct case manager has met with the alleged resident(s) and any witnesses, the conduct case manager makes a determination of responsibility, which may include: (1) responsible or (2) not responsible. In the event that the alleged receives a finding of not responsible, the matter is considered concluded and no further action is needed.

If the alleged receives a finding of responsible, the conduct case manager will typically assign sanctions to the responsible individual(s).

e. Notification of Finding(s) and Sanction(s)

The conduct case manager will then notify the alleged resident(s) of the findings and any sanctions that have been assigned.

Residents who have been assigned sanctions are expected to complete the sanctions by the stated deadline.

Residents who fail to complete sanctions by the stated deadline may be referred to the Student Conduct office.

f. Appeal

If the resident is not in agreement with the finding, the resident may appeal the decision if the case meets the criteria for appeal. A completed appeal statement must be submitted in writing to the Housing and Residential Life office within ten (10) working days after the date of the original finding letter. Residents must write and submit the appeal on their own behalf.

If a resident submits an appeal, the appeal will be reviewed and considered by the Director of Housing and Residential Life or their designee. The appeal officer will review the incident report and any documentation provided by the conduct case manager. The appeal officer may also contact the responsible resident(s) or any other witnesses involved in the incident to gather further information. After the appeal officer has gathered the information necessary, they will make a final determination about the findings and any sanctions assigned.

All appellate decisions are final.

The criteria for requesting an appeal include:

- New information
- Procedural rights violation
- Sanction dissimilar with similar cases
- Bias on the part of the decision maker

### **Potential Sanctions**

The following is a list of possible sanctions that may be imposed as an outcome of the Housing and Residential Life Conduct Process.

Educational Sanctions include, but are not limited to, the following:

- Drug and alcohol education classes (fee charged)\*
- Community service hours
- Online educational models (fee charged)\*
- Other projects and reading/writing assignments\*

*\*Charges associated with educational sanctions are not intended to be fines. These charges offset the costs associated with these sanctions, so that all housing residents are not paying for them.*

Administrative Sanctions include, but are not limited to the following:

- Financial restitution for damages
- Reassignment and/or mandatory room change
- Verbal warning
- Written warning
- Behavioral guidelines agreement
- Housing probation
- Housing probation with loss of housing for the following academic year
- Loss of guest privileges
- Termination of the Housing License Agreement without the release of financial obligation
- Referral to the Student Conduct office
- Confiscation and/or destruction of personal property related to the violation

### **Actions That Will Result in the Termination of a Housing License Agreement**

- a. Possession of bulk alcoholic beverages. Bulk alcohol is defined as amounts for storage or use that are excessive under the circumstances of personal use, which may include the number of persons present, the type of beverage and the existing degree of intoxication. Kegs, pony kegs, cases of beer/other beverages with an equivalent amount of alcoholic content in any form of container are bulk alcohol. ((CCR §41301(10)).
- b. Possession, use or sale of dangerous drugs, restricted dangerous drugs, and/or narcotics. ((CCR §41301(9)). Tampering with fire equipment (e.g., fire alarms and extinguishers) and public area smoke detectors. ((CCR §41301(11,12,16)). Violations of this include, but are not limited to:
  - i. Removing a fire extinguisher from its prescribed location
  - ii. Fully or partially discharging a fire extinguisher for any purpose other than putting out a fire
  - iii. Tampering with smoke alarms located in public areas
  - iv. Taping smoke alarms in bedrooms
  - v. Setting off false fire alarms
  - vi. Removing or damaging exit lights
  - vii. Hanging objects from sprinklers
- c. Discharging firecrackers, fireworks, projectiles or any explosive device. The size of the explosive is irrelevant. ((CCR §41301(13)). Violations of this include, but are not limited to:
  - i. Discharging or in any way attempting to discharge types of manufactured or homemade fireworks
  - ii. Flaming projectiles including cannons or bottle rockets inside or adjacent to The Village.

- d. Possession/use of firearms or a deadly weapon. ((CCR §41301(13)) and/or (Penal Code 626.9). Violations of this include possession of any revolvers, pistols, BB guns, paintball guns, air (and airsoft) guns, or other objects that resemble or constitute a firearm or use of other deadly weapons in a manner intended to harm. Deadly weapons include: blackjacks, sling shots, billy club, sand club, sandbag, metal knuckles, any dirk, dagger, switchblade, ice pick, or a knife having a blade longer than two and one-half inches, any razor with unguarded blade, any metal pipe or bar used or intended to be used as a club. Standard kitchen knives are an exception unless used in a manner intended to harm.
  
- e. Failure to adhere to standards of behavior identified in the Community Living Standards section of the Housing and Residential Life Administrative Policies and Regulations.