



HOUSING & RESIDENCE LIFE

HERITAGE APARTMENTS HANDBOOK

2017 - 2018

UCMERCED
UNIVERSITY OF CALIFORNIA

UC Merced Heritage Apartments
Housing and Residence Life Handbook, 2017-18 Academic Year

HERITAGE APARTMENTS OFFICE HOURS:

Weekdays: 8:30 am to 5:30 pm

Saturday: 10 am to 5 pm

Sunday: 12 noon to 5:00 pm

HERITAGE CONTACT INFORMATION:

VILLAGE TERRACE OFFICE

Telephone: (209) 383-1000

E-mail Address: villageterrace@heritagemanagement.com

VILLAGE LANDING OFFICE

Telephone: (209) 384-9000

E-mail Address: villagelanding@heritagemanagement.com

NORTHWOOD VILLAGE OFFICE

Telephone: (209) 383-6000

E-mail Address: northwoodvillage@heritagemanagement.com

EMERGENCY MAINTENANCE

ON-CALL AFTER HOURS:

(209) 769-4416

Before you pick up the phone to call our after-hours emergency maintenance team, please take a moment to review what constitutes a **maintenance**

emergency:

1. Water leaks that can't be contained until normal business hours
2. Broken locks or lockouts, if both door locks will not function.
3. Gas leaks
4. No electricity
5. No water
6. A clogged toilet, if you have only one bathroom or if both toilets in a two-bedroom are clogged
7. No air conditioning, if it is warmer than 80 degrees outside
8. No heat, if it is colder than 60 degrees outside

HERITAGE EMERGENCY PHONE NUMBERS:

Police: 911 or (209) 722-4141

Fire: 911 or (209) 722-3361

Ambulance: 911 or (209) 722-3361

UC MERCED HOUSING & RESIDENCE LIFE

Monday - Sunday 8:00 a.m. to 11:00 p.m.

Excluding Some Holidays

H&RL Office Phone: (209) 228-4663/209-CAT-HOME

e-mail: housing@ucmerced.edu

<http://housing.ucmerced.edu>

Heritage Apartments After-hours RA on Duty: (209) 756-5802

UC MERCED POLICE

- (209) 228-8273 (Non-Emergency Business Hours)
- (209) 228-2677 (24-hours Emergency)
- (209) 626-8826 (Text-A-TIP)
- E-mail address: police@ucmerced.edu

Housing & Residence Life Mission

The mission of Housing & Residence Life at the University of California, Merced is to provide clean, safe, student-centered residential communities. We cultivate our living-learning experience to support academic accomplishment, diversity and respect for human dignity and student success.

Our sound financial management and business principles enable us to expand our programs and facilities to serve the changing needs of the students and university community.

In the Fall of 2016, UC Merced Housing & Residence Life joined in partnership with Heritage Apartments to offer off campus housing leasing through the university. Currently, there are three different apartment complexes to choose from: Northwood Village, Village Landing and Village Terrace.

UC Merced Principles of Community

The University of California, Merced is a public, land-grant institution created to serve the communities of the San Joaquin Valley, the State of California, the nation, and the world through excellence in education, research, and public service.

These principles reflect our on-going efforts to increase access and inclusion and to create a community that nurtures lifelong learning and growth for all of its members. Every member of the UC Merced community had a personal responsibility to acknowledge, practice and join us in our collective pursuit of the principles listed below:

- We recognize and celebrate the identities, values, and beliefs of our community.
- We affirm the inherent dignity and value of every person while cultivating a campus climate rooted in mutual respect and compassion.
- We uphold the right to freedom of expression and encourage a culture of dialogue, understanding, and civility in all interactions. We seek to create a campus where a rich tapestry of ideas is shared, collaboration is embraced, and innovation is promoted.
- We pursue excellence in teaching and learning through contributions from all community members fostering a culture of open exchange.
- We promote opportunities for active participation and leadership in our communities.
- We champion civic engagement, environmental stewardship, research, and teaching that connects theory and practice to learning and doing.
- We take pride in building, sustaining, and sharing a culture that is founded on these principles of unity and respect.

The UC Merced Principles of Community were developed by the Chancellor's Advisory Council for Campus Climate, Culture and Inclusion in collaboration with the campus community. These principles were issued on March 25, 2014.

HERITAGE APARTMENT BUILDING INFORMATION

Air Conditioning and Heating

The following will help give you better, reliable service and keep operating costs at a minimum.

- a. Check filter monthly, and replace when dirty.
- b. Do keep windows and doors closed (and pull drapes or shades on windows exposed to sun). The less heat and moisture there is to overcome, the lower your operating costs become.
- c. Do turn on kitchen exhaust fan when cooking (one burner on High requires 1 ton of cooling to offset it). Vent your clothes dryer outside – up to 3 gallons of water come out of a single load.
- d. Do your heat and moisture work in the morning or evening as much as possible. Then your system can offset the effects of washing, drying, mopping, etc. before the afternoon heat arrives.
- e. Do turn on bathroom exhaust fan or open window slightly during showers.
- f. Don't be a thermostat "jiggler". Set it at the desired temperature and forget it. Frequent changing upsets humidity control and may increase operating costs.
- g. Don't set the thermostat too high in winter or too low in summer. The greater the difference between outdoor and indoor temperatures, the greater the operating costs. Most people find 76 to 78 ideal in summer.
- h. Don't turn off the system just because you'll be away for the day or more. It takes quite a while to restore comfort – it costs relatively little to maintain it.
- i. Don't be concerned if your unit operates after sundown – heat stored in the roof and walls is still there. Also, on exceptionally hot days expect your unit to work more.
- j. Don't open windows after dark. Night air may seem cool but it is also moisture-laden. This increases the work your system must do the next day.
- k. Don't put a lamp, TV or radio too near your thermostat.
- l. Note – in the event of any unusual noise coming from your unit, please turn off unit and notify management immediately.

Air Conditioning not working?

- a. Make sure thermostat is set at proper temperature and SYSTEM switch is turned to COOL, fan switch is on AUTO.
- b. Make sure the main electric power to refrigeration unit is turned ON.
- c. Turn thermostat to OFF, wait 5 minutes then turn to ON (to reset safety controls on some modes).
- d. Make sure air circulation at the outdoor unit is not obstructed. **MAKE SURE FILTERS ARE NOT DIRTY.**

Heater not heating?

- a. Make sure furnace thermostat is at right setting, SYSTEM switch is turned to HEAT, fan switch is on AUTO.
- b. Make sure power and gas are both on.
- c. Make sure pilot is ON.
- d. MAKE SURE FILTERS ARE CLEAN.

Electrical Service

Locate the electrical circuit panel in your dwelling. In the event service is interrupted, check to see whether a circuit breaker has tripped. Restore service by turning the circuit breaker fully off, then back on again.

Fire Extinguishers

Use short bursts aimed at the base of the fire. Never use water on a grease fire. Either use the extinguisher or throw baking soda on it.

Garbage Disposal

Whenever you use the garbage disposal, feed garbage in gradually along with lots of cold water, and let the water run for half a minute after you turn off the switch. Use the disposal only for those things which are edible, but don't put cooking oil or grease down it, put them and everything else in the trash. Keep metal objects out of the sink while using the disposer and turn off the switch immediately if you hear any loud metallic noises. Do not put your hand into the disposer; use tongs to retrieve objects and do not use any chemical drain openers. If the disposer stops running on its own and you haven't heard it make any strange noises, something may have gotten stuck. Try turning the blades with a disposer wrench. Then push the reset button. After you have tried all this and you find that it still doesn't work, call the manager.

Gas Service

Locate the gas shut-off for your dwelling on the outside of the building at the gas meter location. There is an individual shut-off valve also at each gas appliance. Shut off the gas by turning the valve 90 degrees, so that it crosses the direction of the supply line.

Water Service

The water shut-off for your dwelling is located on an outside wall of our building, but you may be able to shut off the water to an individual faucet by turning off the supply valve below your sink or toilet (not your tub or shower). If hot water is leaking anywhere, shut off the valve on top of the hot water heater.

Window Screens

Whenever you want to remove the screens from your windows, please do it properly. Some screens have to be removed from the inside and some from the outside.

Apartment Unit Inventory

An inventory check will occur upon move in. Please be sure that you and your roommates complete the inventory checklist because this will be used to compare at checkout.

Parking

All students with a vehicle living at Heritage apartments will be issued a UC Merced Transportation and Parking Services (TAPS) PNR permit. Please display this permit in your vehicle at all times. There is only one assigned parking space per apartment, and those students NOT assigned a parking space, can park their car along the street adjacent to the apartment complex. Please ask visiting family and friends to park on the street and be aware of the following:

- Never park in a fire lane at any time
- Lock your vehicle
- You park your vehicle at your **OWN RISK**; the University and Heritage Property Management is not responsible for loss or damage to your vehicle

Laundry

There are communal laundry rooms provided at all three apartment complexes. Do NOT overload the washer or dryer. Contact Heritage Properties if there are any troubles with the machines such as, loud noises. Northwood Village residents can pick up free laundry cards at the Housing Office on UC Merced's campus. Village Landing and Village Terrace residents have washers and dryers installed in individual units.

Lock-Out Service

If you get locked out of your apartment during business hours visit the Heritage office and the staff will be happy to let you back in your apartment at no charge. After business hours call Heritage at (209) 769-4416, and a maintenance staff member will respond as soon as possible to unlock your apartment door. Please note, a \$100 lock-out fee will be charged on your student account for this emergency service.

Apartment Mailing Address

Each apartment has its own unique mailing address, and you will receive it when you move-in.

Cable Television/Internet

Each apartment will have a Comcast wireless router to provide internet. Cable television is NOT provided.

Recycling and Trash

Trash and recycling bins are located outside the building. Specifically, the Northwood complex has one compactor on each side of the property that has push button to open. Both Village Landing and Village Terrace have trash bins throughout the property.

Holiday Break Closings

The Heritage apartments will be open for all break periods including winter recess for the duration of the housing contract.

Safety and Emergency Procedures

Residents are expected to keep safety in mind at all times when living off campus. Please report any unsafe items or behaviors to your RA or Heritage Property Management immediately. Keep all doors to your apartment locked at all times!

HERITAGE PROPERTY MANAGEMENT PLAN STUDENT SERVICE FEES

Service	Response Time in Minutes		Fee per, if any
	Business Hours	After Business Hours	
Requests by UNIVERSITY for maintenance service (repairs needed due to normal wear and tear, not related to UNIVERSITY or STUDENT's negligence or improper use)	Typically 1-2 business days	Minimum 1 hour, emergencies only	N/A
Lockout or re-key service for STUDENT – Paid by STUDENT		Minimum 1 hour	\$100 per occurrence
Wear items (such as light bulbs) shall be replaced at the sole cost and expense of STUDENT. Light bulbs shall be replaced with LED lighting or similar energy saving product			

HERITAGE PROPERTY MANAGEMENT TERMS AND CONDITIONS

1. **CRIMINAL ACTIVITIES.** Student nor any family, guests, invitees, affiliates, nor agents of student are permitted to engage in or facilitate any criminal activity at the complexes including but not limited to, any violent criminal activity or any drug-related criminal activity. "Violent criminal activity" means any criminal activity that has as one of its elements the actual or threatened use of force against a person or property of another. "Drug-related activity" means the illegal manufacture, sale, distribution, use or possession of marijuana or a controlled dangerous substance. Violation of this provision constitutes a material breach and is grounds for eviction.
2. **SECURITY ACKNOWLEDGEMENT AND WAIVER.**
 - a) Student is responsible for protecting his or her person, property, family, guests, invitees, affiliates, agents, and pets from acts of crime at the complexes.
 - b) Student acknowledges that he or she has received no representation or warranties, either expressed or implied, as to any security or any access control system on the premises.
 - c) Student agrees that University and Heritage Property Management will not be liable to Student based on any claim that security or an access control system was not provided.
3. **DAMAGE TO APARTMENT.** If Student is aware that there is damage to any apartment by fire, water, or other hazard, or in the event that student is aware of malfunction of equipment or utilities, student agrees to immediately notify University and Heritage Property Management.
4. **MOLD/MILDEW.** Student is hereby notified that mold can grow if Apartments are not properly ventilated or maintained. If moisture is allowed to accumulate in Apartments, it can cause mildew and mold to grow. Student agrees to maintain the premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Student agrees to uphold this responsibility by:
 - a) Keeping the apartment free from dirt and debris, including cleaning all toilets, sinks, countertops, showers, bathtubs and tile or linoleum floors with a household cleanser at least every other week;
 - b) Immediately reporting to UNIVERSITY and Heritage Property Management any water intrusion, such as plumbing leaks, drips or "sweating pipes;"
 - c) Notifying UNIVERSITY and Heritage Property Management of overflows from bathroom, kitchen or laundry facilities;

- d) Reporting to University and Heritage Property Management any significant mold growth on surfaces inside apartments;
- e) Using bathroom fans while showering or bathing and reporting to University and Heritage Property Management any non-working fan;
- f) Using exhaust fans when cooking, dishwashing or cleaning;
- g) Using reasonable care to close all windows and other openings into the apartment to prevent outdoor water from coming into the apartment;
- h) Cleaning and drying any visible moisture on windows, walls, and other surfaces, including personal property as soon as reasonably possible (note: mold can grow on damp surfaces within 24 to 48 hours);
- i) And notifying University and Heritage Property Management of any problem with the air conditioning, heating system, and water heater that you discover.

5. **OWNER/MANAGER LIABILITY.** Student acknowledges that Heritage Property Management and its agents will not be liable for personal injury, damage or loss of student's personal property of any kind resulting from theft, vandalism, fire, water, rain, snow, ice, earthquakes, storms, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to Heritage Property Management's failure to perform, or negligent performance of, a duty imposed by law or the master lease. Student acknowledges that Heritage Property Management and its agents will not be liable to student due to interruption or curtailment of heat, hot water, air conditioning, or any other service furnished to student, except as provided by law or as such service is required to be provided pursuant to the master lease.

6. **DISPOSAL OF PROPERTY.** Student acknowledges that if he or she leaves items of personal property on the premises after the contract has terminated and delivery of possession has occurred, or if an apartment appears to have been abandoned, student's property will be considered abandoned and Heritage Property Management will dispose of it and bill student in accordance with applicable law.

7. **RULES AND REGULATIONS.** Student and his or her family, invitees, affiliates, and agents thereof agree to comply with all rules and regulations now or later made by Heritage Property Management pertaining to all residents of the complexes whether herein, through addenda or newsletter, or posted within the community, provided that such rule or regulation does not conflict with the master lease or the contract.

8. **NOISE AND CONDUCT.** Student agrees to obey all laws and ordinances applicable to the complexes and agrees that student and his or her family, guests, invitees, affiliates, and agents thereof will not be disorderly and will not disturb other residents at any time to include, but not limited to, car stereos while parked or driving through the complexes, noisy dogs/pets, noise from parties, any loud, unnecessary or unusual noise, including amplified

sound, animals, construction, motor vehicles, power tools. Quiet hours are from 10:00 p.m. – 6:00 a.m. seven days a week. If student has a complaint about noise nuisance contact the police to file a complaint, then notify the Community Courtesy Patrol at 209.345.5193.

9. **CLEANLINESS AND TRASH.** The interior and exterior of the Apartments must be kept in a clean, orderly, and sanitary condition at all times. Student may at no time store trash at entryways or near the buildings. Student may not store recyclables in closets as these host and breed pests.
10. **PATIOS/BALCONIES.** Student may at no time use patios/balconies for storage. Further, student may not hang laundry on clotheslines or over the ledges, as this creates damage to the building and is unsightly. No barbecuing is permitted.
11. **WINDOWS.** Students are responsible for cleaning interior windows. Students may not remove screens. The window coverings provided with the apartments are the only acceptable covering to show through to the exterior of the complex. Aluminum foil and sheets for example, are not acceptable at any time whatsoever. Alternate air conditioning components may not be installed in windows.
12. **POOL ACCESS/COMMON AREAS.** Students will **NOT** have access to the swimming pools. As indicated in the master lease agreement, Students “shall have the right to the use and enjoyment of all common areas **except** the swimming pool areas including the spas, BBQ areas, exercise rooms, and racquetball courts within the complexes...”
13. **SMOKING, UNLAWFUL CONDUCT, AND WASTE; STUDENT’S OBLIGATION TO REFRAIN FROM DISTURBANCE.** STUDENT may not disturb, annoy, endanger, or interfere with other tenants of the buildings or occupants of neighboring buildings. Student may not smoke or allow any guests to smoke cigarettes, cigar, pipe, other product containing any amount of tobacco, marijuana, illegal substance, or other similar lighted product in any room of the apartments or in any common area of the buildings of which the apartments are a part. Student and any guests thereof may not smoke within 10-feet of any exterior building(s) on the complexes, which includes within 10–feet of patios, balconies, stairwells, entryways, private areas and all common areas of the complexes. This policy includes owners, tenants, as well as guests, maintenance personnel and staff. Student acknowledges that current tenants residing in the complex under a prior lease, if any, will not be immediately required to cease smoking within their apartments. As current residents move out or have their leases renewed, the smoking policy will become effective for their apartments.
14. **CARBON MONOXIDE/SMOKE DETECTOR.** To the extent required by law the complexes are equipped with smoke alarm(s) and carbon monoxide detector/alarm(s), hereinafter the “Device(s)”. Student will perform the

manufacturer's recommended testing at least once a week to determine if the Devices are operating properly and it shall be the responsibility of each Student to 1) ensure that the battery is in operating condition at all times, 2) replace the battery as needed (unless otherwise provided by law); and 3) if, after replacing the battery, the Devices do not work, to inform the University and Heritage Property Management, immediately. In accordance with California law, Civil Code Section 1954, student shall allow Heritage Property Management access to the Apartments for that purpose. Student shall not tamper with, deface, disconnect or damage the Devices, and shall take reasonable care to ensure that the Devices remain operational.

15. **PARKING.** Heritage Property Management may choose, at its sole election, to assign parking spaces at the complexes. If Heritage Property Management does so, student agrees to park any motor vehicle student owns in the space Heritage Property Management designates. Heritage Property Management reserves the right to reassign parking for any reason upon at least three days' notice to student. Only one vehicle may be parked in the assigned space. Students are responsible for notifying their guests of the applicable parking restrictions. If student or his or her guests park any motor vehicle in a space or parking lot other than the one Heritage Property Management designates, Heritage Property Management can, at student's expense, without notice, have the vehicle towed and stored. student. Students park within the complexes regardless of assignment at their own risk. Heritage Property Management is not liable for any loss, damage or injury whatsoever to any automobile owned by Students, or by any of their guests, parked anywhere at the complexes.
16. **VEHICLES.** Recreational vehicles are not permitted at the complexes at any time. All motor vehicles must have valid and current registration. Proof of such must be visible to an onlooker. No repairs of any kind may be made at the complexes. Vehicles in states of disrepair, including but not limited to, flat tires, broken windows, and accident damage are not permitted at the complexes. (Ca Vehicle Code 22658) Abandoned vehicles are recognized as vehicles that appear so, or have remained in one space for 5 days. All vehicles described herein will be towed at the vehicle owner's expense.
17. **PEST CONTROL.** Heritage Property Management has contracted with a Pest Control company for regular services. Any notice regarding pesticides to be used in the apartments will be provided to STUDENT before the time of service in accordance with California law.

UC MERCED HOUSING & RESIDENCE LIFE OVERVIEW

About 70 students serve in leadership roles in Housing and Residence Life and are recruited during the academic year for the following year. Community Councils are selected early in the fall semester after move-in. Take advantage of these great leadership opportunities and get involved! Professional and student staff members are available in housing 24 hours a day to assist residents.

Office Assistants (OA) and Lead Office Assistants (LOA) – The student Office Assistants, who work the Valley Terrace Residence Life Office, provide services and assistance to the community.

Resident Assistant (RA) and Lead Resident Assistant (LRA) – The LRA/RAs live in the residence halls and are assigned to serve a group of residents. They facilitate programs and activities to develop life skills, build community and enforce policies to help ensure the safety and well-being of the residents. In addition, there are designated RAs available for after hour assistance.

Off Campus Housing Consultants (OCHC) – Off-Campus Housing Services staff work to provide students with information, resources, & advising so they may become responsible and knowledgeable renters as well as make informed decisions about living off campus.

Residence Hall Association (RHA) – The purpose of the Residence Hall Association is to represent the residents by advocating on their behalf, serve as a bridge of communication between residents and staff, fund and coordinate programs, and collaborate with campus departments to ensure that residents' needs are met.

Professional Staff

Housing & Residence Life staff perform a variety of functions ranging from business operations, administrative services, facility management, and student development to make your on campus living experience satisfying. Residents will interact frequently with the Residence Life staff that supervise various student leader positions and advises the RHA.

The Residence Life Coordinators (RLC) supervise the Lead RAs and RAs, that work together to create safe and inclusive learning communities. An RLC is also available for after-hour assistance. The Office Manager (OM) provides leadership and direction for all staff within the H&RL Business and Administrative Services unit.

The Associate Director for Residence Life and the Coordinator for Residential & Academic Initiatives supervise the coordinators and reports to the Executive Director of Student Affairs Auxiliaries. The Executive Director is responsible for overseeing all aspects of the department including the housing operations, residence life program, and facilities management. The Executive Director also serves as the appeals officer for residential conduct decisions regarding violations of the policies outlined in this handbook.

Safety and Emergency Procedures

Residents are expected to keep safety in mind first when living on campus and utilize the available safety resources. Please report any unsafe items or behaviors to the office immediately.

After-Hour Duty

The RAs on duty are trained for emergencies and serve as our first line of response. The RAs can be reached by calling (209) 756-5802. Residence Life Coordinators are full-time professional staff who will assist RAs and respond to more serious situations as needed.

Public Service Officers (PSOs)

Under the supervision of the UC Merced Department of Public Safety, PSOs maintain security and pro-actively work to deter crime or policy violations within the assigned job site. Conduct random and specific routine foot and/or vehicle patrol throughout job site. Secure buildings and properties to prevent unauthorized entry and access. Provide general information and assistance to staff, visitors and official guests.

Fire Safety

Emergency procedures and evacuation maps are posted on the back of each bedroom door. The Higher Education Opportunity Act Annual Fire Safety Report can be accessed at <http://ehs.ucmerced.edu>

Safety and Maintenance Inspections

Housing staff may enter your living spaces to conduct safety and maintenance inspections. You will be informed via UC Merced e-mail and postings on your door at least 24 hours in advance of these inspections. We will look for safety infractions (unauthorized pets and appliances), dangerous wiring, general cleanliness for health reasons, and maintenance concerns. Infractions will be communicated in writing, with any damage charges and/or instructions to remedy the situation. A re-inspection may be conducted after a specified date.

Assignments and Contracts

Housing & Residence Life will make a reasonable effort to accommodate your room type and roommate preferences. However, it's important that Housing & Residence Life staff members know where all residents are living at all times. Residents may not move to another room without professional staff approval. All residents of the assigned apartment can be held accountable to any occupants residing in the apartment that are not assigned by Housing & Residence Life.

Requests for Contract Cancellation

The terms for contract cancellations can be found in section 13 of the “UC Merced Housing & Residence Life Contract and Conditions.” Request for Contract Cancellation Forms are available at <http://housing.ucmerced.edu> and must be submitted in writing. They require the signature of the resident and a guardian if the resident is under the age of 18. Requests for Contract Cancellations will be reviewed at the end of the semester and approved only in an extreme verifiable circumstance. Examples of these circumstances include a loss of eligibility or disassociation with the university (transfer, withdraw, marriage) or extreme medical or financial hardship occurring after the contract was submitted. In all cases, written documentation is required, and a liquidated damages/contract cancellation fee up to \$250 will be assessed.

Roommate Changes

Room changes will not occur during the semester unless it is an administrative move, hence we would like people to make informed decisions about whom they will live with. We suggest that you make a roommate agreement within the first week of living together. This way you all can agree upon certain regulations for the home, making for a more comfortable living situation. Otherwise, students must go through the process of mediation.

CONTRACTS, POLICIES AND BEHAVIORAL STANDARDS

UC Merced’s Housing & Residence Life policies and behavioral standards are established to provide a clear understanding of expectations in order to maintain a safe and harmonious community for you and others to live. Upon signing the Housing & Residence Life Contract, you agreed to abide by all university policies and information as contained in the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations, and Students and the Housing & Residence Life Contract. You are encouraged to familiarize yourself with these policies and behavioral standards and make responsible choices. As a member of this community, it is important that you consider the effects your choices and behaviors will have on others around you. Understand that you may be held accountable for a policy violation based on a preponderance of evidence. You may also be accountable for your guests’ behavior and policy violations occurring on campus. We look forward to working closely with you, our resident students, to create a vibrant and respectful living learning community.

Administrative Policies

AP 01 Administrative Agreement

Upon signing the Housing & Residence Life Contract, you agreed to abide by all university policies and information as contained in the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations and Students, The Housing & Residence Life Contract and Addendum, and the Housing & Residence Life Handbook.

AP 02 Roommate/ Suitemate Agreements

To help facilitate a respectful and harmonious living arrangement, roommates/suitemates are expected to meet to discuss and document some basic living agreements using the roommate/suitemate agreement by the end of the second week after move in. Residents must abide by the agreement unless and until it is revised and agreed upon by all parties. Housing & Residence Life staff reserves the right to facilitate revisions of the agreements. Violations of this agreement may result in conduct action.

Students should discuss topics such as noise, study and sleep times, general uses of the common areas, cleanliness, use of personal belongings, guests and overnight guests, etc. It is important for everyone to have a say and reach a compromise. By establishing these baseline agreements early on, many minor disputes will be avoided altogether. Your RA is available to help facilitate these conversations. Residents are welcome to revise these agreements at any point and will revisit them whenever a new room/suitemate moves into the room or suite. Developing positive relations with your roommate and suitemates is one of the most rewarding on-campus living experiences. This relationship requires flexibility and the willingness to communicate in an honest, yet tactful manner. The roommate and suitemate agreements encourage residents to dialogue around the topics over which conflicts most commonly arise.

AP 03 Appliances

For safety and sanitation reasons, the use and storage of BBQ grills is not permitted in the apartments.

AP 04 Assignments and Room Changes

Housing & Residence Life is responsible for making room assignments and reserves the right to reassign residents to another room/suite during the term of the Housing & Residence Life Contract. Residents will only occupy their designated space in their assigned room. A resident may not sublet their space nor allow others to reside in the apartment who don't have a Housing & Residence Life contract.

Roommates are expected to be prepared to welcome new roommates at any time after a vacancy occurs. Creating an unwelcoming environment for a new or potentially new resident is considered unacceptable behavior. Anyone considering a room change must first discuss their situation with their Resident Assistant. Resident Assistants will make themselves available for mediation and problem solving assistance according to their schedule. Residents moving without approval jeopardize the possibility of the request being granted and may be required to move back into their original room. Residents must complete appropriate documentation and have Housing & Residence Life professional staff approval prior to moving.

AP 05 Bicycles, Motorized Bikes/Scooters, Hover Boards, Skateboards and Drones

For safety reasons, do not store bikes on railings, near doorways, under stairs, or anywhere that may impede the safe egress of individuals during a fire. The usage of bicycles, motorized vehicles, scooters, hover boards, drones and skateboards inside any Housing & Residence Life-owned, leased, or operated properties is prohibited. Drones are also prohibited in the courtyards and sidewalks. The possession of hover boards and associated charging devices are prohibited.

AP 06 Contract Termination Initiated by the University

The University, at its own discretion, may serve a three-day notice to pay room and board, comply with the terms of this contract, or quit, whichever is applicable, for any of the following:

- a. Any breach of this contract, including but not limited to failure to pay fees when due; or
- b. A change in resident's admissions status or a failure of the resident to remain a full-time, regularly enrolled student at university; or
- c. Any failure by a resident to abide by the regulations and or policies outlined in the UC Merced Housing & Residence Life Handbook, which is incorporated herein by reference, and/or resident's engaging in conduct detrimental to himself or herself or the welfare of others; or
- d. Any violation of state or federal law; or
- e. Any other reason allowed by law.

AP 07 Cleanliness, Damage and Room Condition

Residents are expected to respect their environment and maintain their room, common bathroom and public areas (e.g. kitchens and lounges) in a clean orderly condition. To avoid unnecessary damage billing, please report all incidents of damage and vandalism to the Housing & Residence Life Office immediately.

- a) **Cleanliness:** Regularly remove all trash and recycling items from your apartment and into the appropriate dumpsters located outside of the buildings.
- b) **Damage and Destruction:** Residents will be held financially accountable for damage and destruction to university property. Unless the individual responsible for the damage is identified, damages will be divided equally among roommates for bedroom and apartment common area damages.
- c) **Room/ Apartment Condition:** To document the original condition of your assigned space, residents will have the opportunity to review their Apartment/Room Condition Report (RCR), within 72 hours of move in to bring forth any concerns. Please review the form carefully and add any additional damages you may find prior to signing the form. As part of the check-out process, this form will be used as the basis for comparison and any new damage will be billed to the assigned resident(s).

AP 08 Community Living Standards

Members of this community agree to respect the rights of other residents and to conduct themselves in a manner conducive to a respectful living environment. As a contributing member of this community, you are encouraged to report all safety concerns, dangerous activities, and policy violations to the Housing & Residence Life Staff or the UC Merced Department of Public Safety.

AP 09 Decorating and Personalizing your Room/Suite:

We encourage students to decorate and personalize their space and ask that you select materials that will not cause permanent damage to the property. When decorating your room please review and abide by the following guidelines:

- a) Facilities staff assumes responsibility for painting, and therefore, residents are not allowed to paint their rooms.
- b) When selecting your decorating materials please use adhesives that are designed to be removed without residue such as painters tape, non-oil based wall putty, small picture hooks or nails no larger than #18, and tension rods. Some examples of unacceptable materials include, but are not limited to, double-sided tape, large nails and screws.
- c) Postings on windows and/or bedroom walls that create a hostile and intimidating living environment are not permitted.
- d) Any personal furniture must be made of fire retardant materials and must be agreed upon by all roommates/suitemates.
- e) Small synthetic plants or trees are permitted whereas a live plant or tree is permitted in a room with the approval of all room/suitemates. In order for a resident to have a faux tree, it must be a flame retardant synthetic tree. Live trees must follow the local fire ordinance and be treated with fire retardant. The disposal of plants/trees is the responsibility of suitemates, and should be completed prior to winter break and spring closing; failure to do so will result in a monetary fee.
- f) The usage of exterior lighting is permitted as long as the item is UL approved. Extension cords used outdoors must be heavy duty and exterior use rated. Exterior lighting may not be strung from building to building or across walkways. Exterior lights may only be hung at arm's reach; residents are prohibited from using ladders, chairs, or other apparatus that may increase your height. All electric lights used inside the suites must be UL approved. The hanging of anything from fire devices (including sprinkler heads) is strictly prohibited. The display of lights inside or outside should not be strung or placed in a manner that could be considered a trip hazard.
- g) The use of candles, incense, or other flame producing devices is strictly prohibited. LED candles and flameless candles are permitted.
- h) The usage of artificial snow on windows may be permitted if the person places a sheet of plastic cling wrap on the glass prior to applying the snow. Artificial snow should be removed before an extended period of time. All room/suite mates assume responsible for any related damages.
- i) Feel free to consult with your Resident Assistant and/or Housing & Residence Life staff if you have any questions about acceptable materials.

AP 10 Electrical Safety

Only UL approved items are permitted in Housing & Residence Life. Residents must use power strips with surge-protectors. All extension cords must be heavy duty, single plug, and be UL approved. Altering or adapting electrical outlets and equipment and overloading circuits jeopardize human safety and thus are not permitted. Cords must be used in a safe manner and should never be covered by rugs, or stretched across the main walking path of a floor causing a trip hazard.

AP 11 Entering Student Rooms

Housing & Residence Life will make reasonable effort to provide written notice, normally 24 hours in advance, prior to entering a room/suite. The university reserves the right to enter a room/suite for any reason including: allowed by law, in case of an emergency; to make necessary or agreed upon inspections, repairs, alterations, improvements, or supply services required to maintain the building; when a resident has abandoned or surrendered the room; to show a vacancy to a prospective resident; and/or pursuant to Court Order. By submitting a maintenance work request, you are authorizing university personnel to enter the room/suite to make necessary repairs. University staff will enter a room/ suite to conduct safety inspections periodically and at closings.

AP 12 Furniture

Each resident is provided a bed, desk, chair, drawers, closet space, and window coverings, kitchen and living room furniture. Apartment living room furniture is the shared responsibility of all roommates and is furnished with soft seating, a table, and chairs. All university furniture must remain in the assigned room and apartment and is the responsibility of the resident(s). Waterbeds are not permitted. All other personal furniture brought into Housing & Residence Life must be made of fire retardant material and must be removed at the conclusion of the contract term. A charge will be assessed for missing or damaged furniture or any personal furniture left behind.

AP 13 Guests

Residents are responsible for their guests' behavior and, therefore, agree to inform their guests of university policies and expectations. You may be held accountable if your guest violates any policies. Because guests infringe on the space of others, overnight guests may stay for up to three nights within a two-week period, but only with the written approval of roommate/suitemates. Residents who feel their roommates/suitemates are violating this policy should first inform their roommate/suitemate. If the response is not satisfactory the Resident Assistant should be notified. Overnight guest agreement forms are available at the Housing & Residence Life Offices.

- a. The needs of roommates to sleep, study and otherwise be free from interference and disruption as well as the right to privacy are paramount, and supersede the right to host a guest. Roommates reserve the right to reasonably refuse guests at any time.
- b. For safety and security reasons, guests must be escorted at all times and in all areas of the residence by his/her host of the building.

- c. During the course of their visit, guests are expected to behave in a way that positively contributes to the community and show respect for others and their property.
- d. Guests who are acting inappropriately may be asked to leave the apartment.

AP 14 Identification

Residents and guests are expected to carry official identification such as a Driver's License, State ID or UC Merced Cat Card on them at all times and to show it to university personnel upon request. Do not loan your Cat Card to others. Report a lost or stolen Cat Card to the Cat Card Office immediately. The use of another student's identification is prohibited.

AP 15 Keys

You will be issued a key for your room. To protect you, your personal belongings, and that of your roommates, your Cat Card and/or key may not be loaned or given to another person. Residents must report lost or stolen keys to the Housing & Residence Life Offices immediately. A key replacement fee will be assessed. Any damage to key and/or lock may result in replacement fees.

AP 16 Network and Internet Access

Residents shall abide by all university, state, and federal laws and regulations regarding the network, and will be held accountable for any inappropriate activity originating from their computer. Illegal downloading and file sharing, and the use of the network for commercial purposes are not permitted under this policy. For more specific details about this policy please refer to <http://it.ucmerced.edu/policies>. Serious violations (including repeated minor violations) may result in the temporary or permanent loss of access privileges or the modification of those privileges and/or referral to University Student Conduct for further action.

AP 17 Personal Property

Resident should maintain personal property insurance available through private companies. The university, its employees and agents assume no liability for the loss, theft, damage, or destruction to personal property kept in the resident's room/suite or any other location on the premises.

Student Behavioral Policies

BP 01 Alcohol

The university condones the responsible use of alcohol by those 21 or older; however any student found misusing alcohol will be held accountable.

- a. The possession and use of alcohol is permitted by those 21 or older in the privacy of their room/ suite (room/suite front door must be closed to be considered private). The possession and use of alcohol is not permitted by anyone under the age of 21.
- b. No one under 21 may be in the presence of opened alcohol.
- c. Everyone in the presence of an alcohol violation may be held accountable for violating the policy.

- d. Alcohol may be stored by those of legal drinking age in a bedroom and not in the common areas of the suite.
- e. Any alcohol container displays, beer containers over thirty-two (32) ounces, and kegs are not permitted.
- f. Staff reserves the right to direct residents to dispose of alcohol during a violation.
- g. Students will be held accountable for inappropriate behavior in the residential areas while under the influence of alcohol regardless of where the drinking occurred.

Please be advised that hosting an event that violates the alcohol policy may result in removal from residence/contract termination. For more details, please refer to the UC Merced Alcohol and Other Drug Policy found in the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations, and Students

BP 02 Ban on Business

No business or commercial enterprise of any kind may be conducted nor operated within Housing & Residence Life. The wireless network is provided to support the educational mission of the university and may not be used for commercial purposes.

BP 03 Cooperation with University Officials

Residents are expected to work cooperatively with others and to assume responsibility for their actions. Residents are expected to comply with the directions of university officials or other public officials acting in the performance of their duties while on university property or at official university functions. Violations of this policy include, but are not limited to failure to provide identification when requested; resisting or obstructing such university or other public officials in the performance of or the attempt to perform their duties; and failure to complete sanctions as result of conduct outcome. Verbal abuse of university officials is prohibited. Residents cannot deliberately provide false information to university officials.

BP 04 Dining Facilities

The Yablokoff-Wallace Dining Center and The Summits Marketplace are open to and shared by all university affiliates and their guests and as such everyone is expected to conduct themselves in a respectful manner so as not to infringe on the rights and comfort of others. Food fights, theft, and leaving dirty trays and items on the tables for others to address is contrary to this goal and is therefore not permitted. Removal of dining property such as dishes and silverware is considered theft.

BP 05 Disruptive Behavior

Residents and their guests are expected to consider the impact of their behavior on others and conduct themselves accordingly. Disruptive behavior constitutes any behavior that negatively impacts another's right to study, sleep, or feel safe in their living environment. Examples include but are not limited to, food and

water fights, throwing objects which may physically harm another, cause litter, or damage property. Pranks although typically intended for fun, often get out of hand and result in damage and discomfort to others and are therefore not permitted. Residents are responsible for their guests' behavior and, therefore, agree to inform their guests of university policies and expectations.

BP 06 Drugs

The possession, use, manufacture, sale and/or in the presence of unlawful drugs or controlled substances under either federal or state law, or misuse of legal drugs are prohibited and are grounds for Contract termination and referral to Student Conduct and the Department of Public Safety for follow-up. In addition the possession, use, distribution, sale, or consumption of medicinal drugs and/or hallucinogenic substances (including but not limited to salvia and legal hallucinogenic mushrooms) is prohibited. Drug paraphernalia containing residue is also not permitted. Requests for the use of medical marijuana must be directed to Disability Services. For more details, please also consult the university Alcohol and Drug policy found in the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations and Students.

BP 07 Firearms and Weapons

Possession, use, storage, and/or manufacture of firearms, fire bombs, explosives, weapons and destructive devices are prohibited and are grounds for contract termination and referral to Student Conduct and the UC Merced Department of Public Safety. Examples of prohibited weapons include, but are not limited to stun guns, Tasers, retractable bladed knives, knives with a fixed blade over 2.5 inches, nun chuck, sling shot, bows and arrows, air guns (paint, nerf gun, BB, etc.), or any device which closely resembles a firearm. Any item used aggressively or for violent purposes may be deemed a weapon. Mace and pepper spray may not be misused. Exceptions may be granted for athletic equipment such as bows and arrows on pre-arrangement with the Residence Life Coordinator.

BP 08 Fire Safety

Residents are expected to be aware of fire safety at all times. All fire safety violations are considered very serious and may result in Contract termination. The tampering with or misuse of any fire equipment or fire alarm, including activation of the fire alarm system in a nonemergency situation, could result in a \$1000 fine and/or jail time.

- a. Tampering with fire detection or safety equipment including disabling smoke detectors, falsely activating the fire alarm pull stations, misusing fire extinguishers and elevators is prohibited.
- b. Hanging anything from the fire sprinkler heads and smoke detectors located on the ceilings of the residence halls is prohibited.
- c. Anytime a fire alarm sounds, everyone must evacuate the premises and report to your assigned meeting area immediately and may not re-enter until approved by a university official.
- d. The use of candles, incense, fireworks, smoke/fog machines, hookah or other flame producing devices is strictly prohibited.

- e. The storage of flammable explosives such as propane tanks, gas cans, lighter fluid, etc. is not permitted in the residence halls or adjacent areas.
- f. Each resident needs to be aware of the sensitivity of smoke detectors. They can be activated by foreign materials (e.g. water, smoke, aerosol sprays) and/or misuse or negligence of small appliances such as a (e.g. microwave, hair straightener, blow dryer).

BP 09 Harassment

Sexual, racial and other forms of harassment, defined as follows: Harassment is defined as conduct that is so severe and/or pervasive, and objectively offensive, and that so substantially impairs a person's access to university programs or activities, that the person is effectively denied equal access to the university's resources and opportunities on the basis of his or her race, color, national or ethnic origin, lineage, sex, religion, age, sexual orientation, gender identity, marital status, veterans status, physical or mental disability, or perceived membership in any of these classifications. Feel free to consult the most updated policy at <http://policy.ucop.edu/doc/4000385/SHSV>. For additional questions, please seek out your RA or Residence Life Coordinator.

BP 10 Hazing

Participation in hazing or any method of initiation or pre-initiation into a campus organization or other activity engaged in by the organization or members of the organization at any time that causes, or is likely to cause, physical injury or personal degradation or disgrace resulting in psychological harm to any student or other person is not permitted.

BP 11 Noise

Housing & Residence Life strives to create an environment conducive to study and sleep. As such, residents shall cooperate immediately with all requests for quiet. If there are repeated infractions of this policy, in addition to other sanctions, the university may require the removal of disruptive instruments, stereos and/or other amplified sound equipment or reassign residents to another room/suite as appropriate.

- a. Heritage Quiet hours are in effect 7-days a week, 10:00 pm to 6:00 am.
- b. During final exams, quiet hours will be extended up to 24 hours a day. Infractions during finals exams will be treated more severely and may result in contract termination.
- c. Courtesy hours are in effect 24 hours a day, including times not designated as quiet hours. Residents are expected to be respectful of community members ability to study and sleep by not participating in activities with excessive noise. Residents have the right to confront others regarding unreasonable noise level, and residents confronted for noise must comply with the request for quiet.

- d. The use of musical instruments in housing is considered a privilege and as such residents are expected to be sensitive and respectful to others need for quiet.
- e. The use of equipment – such as speakers with or without bass, radios, amplifiers, video game equipment, car engines, or musical instruments including car sound systems – in a manner that violates a standard of quiet conducive to study or sleep is not permitted. Sound equipment or speakers may not be placed facing out of an open window.

BP 12 Pets

Fish in a tank no larger than 10 gallons are the only pets permitted and only with the prior written approval of roommates. For the safety and well-being of other residents and the pets themselves, no other pets are permitted. Please submit a Request for Disability Accommodation to Disability Services to arrange permission for service animals.

BP 13 Safety

Safety and well-being is of utmost importance to us therefore we ask residents and their guests to use common sense and be mindful of their actions. Behaviors that jeopardize the safety of yourself or others are not permitted. To prevent broken windows and persons being hit by equipment; conduct all sports and ball playing outside at a safe distance away from the buildings. Removing window screens, accessing rooftops, climbing in or out of windows, or on ledges, parkour/free-running, and skateboarding or in-line skate stunts are a few clear examples of unsafe behaviors. Hanging and throwing objects from windows is not allowed and jeopardizes the safety of others. Please report any dangerous behaviors or concerns for a person's well-being to Housing & Residence Life immediately.

BP 14 Smoking

Smoking and the use of tobacco products are prohibited inside and outside Housing & Residence Life-owned, leased, or operated properties. This policy prohibits all tobacco products such as smoking, chewing and dipping products and restricts cigars, cigarettes, shisha pipes, pipes, water pipes (hookahs), electronic cigarettes, electronic hookah pens and vaporizers, and all forms of smokeless tobacco such as chew, snus, snuff, sticks, strips and orbs. The sale and advertising of tobacco products are also prohibited in Housing & Residence Life-owned, leased, or operated properties except for advertising in non-university newspapers, magazines, or other written materials sold, bought or distributed on campus.

BP 15 Solicitation

To honor the privacy rights and safety of our residents, solicitation and door to door canvassing is not permitted. Should a resident be approached by solicitors, please direct them to leave the premises and take the initiative to notify the Housing & Residence Life Office or Department of Public Safety.

BP 16 Theft

Theft of another's property including university property is prohibited. Violators may also be referred to the UC Merced Department of Public Safety.

BP 17 Unauthorized Entry

Residents are not allowed in any other bedroom or apartment unless escorted by the assigned occupant.

BP 18 University Property

The defacement and misuse of university property is strictly prohibited.

Housing & Residence Life Conduct Philosophy

Living on campus affords a resident many opportunities for learning. One goal is to learn the value and meaning of "community" and what it means to live and study together with others who may have different backgrounds and values. Another is how individual autonomy (what you would like to do regardless of others) meshes with and impacts the community in which you live. Upon signing the Housing & Residence Life Contract all members of this community have agreed to abide by the policies and information contained within the Contract as well as the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations and Students and the Housing & Residence Life Handbook.

Community behavior standards are designed to encourage residents to take responsibility for their actions and to ensure that the rights of all members of the community are respected. UC Merced Housing & Residence Life has designed a conduct process to address violations of university policies outlined herein, other relevant policies, and any inappropriate or illegal behavior or actions. It is important to note that any university conduct procedure may take place prior to or concurrently with criminal processes.

Housing & Residence Life Conduct Process

The conduct process begins with an informational report, generally filed by a Resident Assistant, indicating an alleged violation of Housing & Residence Life and/or university policy. While Resident Assistants are instructed to document apparent violations of policy, not all informational reports result in conduct action or sanctions. The informational report provides the designated Conduct Officers with information from which to decide if a conduct meeting with the resident is necessary. Informational reports are kept in Housing & Residence Life files for a period of five years or longer if necessary.

Should a conduct meeting be necessary, you will receive written electronic notification concerning the alleged violation of policy. This notification will request your attendance at a conduct meeting with a designated Conduct Officer(s).

In most cases, you will be given 72 hours advance notification of the time and date of your conduct meeting. If you are unable to attend a scheduled meeting due to a class conflict or employment, you may contact the designated Conduct Officer indicated in your conduct notification letter, to reschedule. During this meeting, you will have the opportunity to discuss the incident. After the case is heard, a decision will be rendered and accountability sanctions may be imposed if you are found to be responsible for a policy violation. Please note that if you fail to attend a conduct meeting, the conduct process will proceed without your input.

Due Process Rights

At UC Merced, the general standards of due process are based on reasonable rules which are fairly, judiciously, and equitably applied. Due process for students appearing before a Conduct Officer will include the right:

1. to be presumed not responsible until found responsible by the preponderance of evidence of unacceptable behavior outlined in the UC Merced Housing & Residence Life Policies;
2. to be informed of his/her Due Process Rights;
3. to have complete written notice of the alleged policy violations;
4. to have a fair disposition of all matters as promptly as possible;
5. to be informed of the format and procedures of the housing conduct structure;
6. to decline to make a statement;
7. to provide additional relevant information to be considered. Relevancy of evidence shall be determined by the Conduct Officer;
8. to be informed of all decisions within a reasonable amount of time; and
9. to appeal the decision and be informed of the criteria and procedures to be followed.

Conduct Sanctions

The following alternatives or combination thereof may be exercised when students have been found in violation of university policies and regulations. The appended list is not to be considered inclusive or complete, and other sanctions may be imposed at the discretion of the appropriate Conduct Officer. Also, the decision may place some additional restrictions on facility access, organizational membership and/or participation in activities representing the university.

1. **Warning:** An official letter of reprimand or censure.
2. **Community Restitution:** The requirement to provide service within a specified amount of time as restitution for behavior that distracted from the order of the community.

3. **Restitution:** The requirement to make financial restitution for damage, destruction, or the replacement of property.
4. **Educational Project:** A required project related to the violation designed to help a resident better understand behaviors that impact the community and/or learn from the experience.
5. **Disciplinary Probation:** Official notice that further violation of Housing & Residence Life policies and/or behavior standards and/or the UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations and Students may result in serious consideration being given that the individual not be permitted to reside in or visit any on- campus housing facility.
6. **Contract Termination Held in Abeyance:** The violations were serious or pervasive enough to terminate the housing contract. However, they are being given an opportunity to remain in Housing & Residence Life. Any further violation will result in the immediate termination of the contract.
7. **Contract Termination:** The University will initiate the cancellation of the Housing & Residence Life Contract and the resident will be required to vacate the premises within a specified amount of time.
8. **Housing Ineligibility:** The student will be prohibited from residing in any university managed housing facility for a specified amount of time. The student will be informed of this status in writing.
9. **Referral to the UC Merced Department of Public Safety:** In some situations the incident may be referred for civil/criminal actions.

You are responsible for adhering to the behavioral standards outlined in the Housing & Residence Life Contract, UC Merced Housing & Residence Life Handbook and UC Merced Student Handbook: Policies Applying to Campus Activities, Organizations and Students.

Standard of Evidence

Formal rules of evidence are not applicable to the designated Conduct Officer. If a resident denies responsibility for an alleged policy infraction, the designated Conduct Officer must make a decision based upon the preponderance of the evidence. After weighing all of the available evidence, including the credibility of evidence, the designated Conduct Officer will decide, more likely than not, that the resident is responsible for the policy violation(s).

Student Conduct Appeal Process

The Executive Director for Student Affairs Auxiliaries is the designated Appeals Officer for conduct decisions. To appeal a decision rendered by a Housing & Residence Life Conduct Officer the resident must submit directly to the Appeals Officer a request in writing within the designated timeframe indicated in the sanction letter, typically five (5) business days from the date of the letter. The resident must specify on which ground(s) the sanction is being appealed and provide written justification. Sanctions may be stayed pending appeal.

Grounds for Appeal

Disagreeing with the decision is not grounds for appeal. The appeal grounds are as follows:

1. Incongruity of sanction with the offense;
2. Unfairness in the proceedings; or
3. Newly discovered important evidence not known at the time of the conduct meeting.

Appeal Review Process

The designated Appeals Officer will first determine if the resident appropriately presented grounds for an appeal. The Appeal Officer will make the final determination as to the outcome of the appeal. Only written materials pertaining to the case, including any additional written material supplied by the resident, will be reviewed unless otherwise determined by the Appeal Officer. Using the three (3) criteria's established for the consideration of appeals, the Appeal Officer will determine whether:

1. The finding and recommended sanction of the original Conduct Officer should be upheld;
2. The finding of the Conduct Officer should be upheld but the sanction reduced, eliminated, or changed;
3. The case should be referred back to the Conduct Officer or to a different Conduct Officer for further investigation; or
4. The case should be dropped and the charges dismissed.

It is expected that appeals will generally be considered and final decisions made within fifteen (15) working days following receipt of the student's written request. Decisions made by the Appeal Officer are final.

