



# STUDENT HOUSING LICENSE AGREEMENT ACADEMIC YEAR 2011-2012

**Licensee and University agree to adhere to the terms and conditions set forth in this Student Housing License Agreement.**

## **I. AGREEMENT OF FEES**

This License Agreement is entered into between the Trustees of the California State University by Sonoma State University, hereafter called "University," and the student, hereafter called "Licensee." In consideration for the right to occupy an assigned bedspace within the housing facility at the University, Licensee hereby agrees to make payments to the University in accordance with the Fee Schedule which accompanies the License Agreement.

## **II. OCCUPANCY**

- (a) University hereby grants to Licensee permission to occupy a bedspace within the housing facility as a licensee for the fee period anticipated to begin August 21, 2011 and to end May 11, 2012, unless sooner terminated under the provisions of this License Agreement. Specific assignment of a space shall be made by the University, and may be changed from time to time.
- (b) This License Agreement does NOT grant Licensee permission to occupy the assigned space during the break between the Fall and Spring Semesters. This break begins the day after the last Fall Semester final exam and will end on January 11, 2012).
- (c) The Housing Office is collecting the meal fee on behalf of SONOMA STATE ENTERPRISES, INC., who is the provider of the required meal plans for all first year college students. The required meal plan is anticipated to begin on August 21, 2011 and to end on May 11, 2012, unless sooner terminated under the provisions of this License Agreement. Specific details of these required meal plans are contained at <http://www.sonoma.edu/housing/prospects/mealplans.html>.
- (d) 2011-2012 Academic Year campus housing licensees qualify for a discounted 2011 Summer Housing rate of \$10.00 per night. This qualification becomes void if during the 2011-2012 Academic Year the licensee cancels their license before the end of the term. Licensees who cancel their academic year licenses before the end of May 11, 2012 will be charged for the full summer student housing rate for their 2011 summer housing.
- (e) Campus housing is not guaranteed for multiple years of residency. Priority for returning is determined on a lottery basis.

## **III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE**

- (a) University shall maintain a professional staff to work with students to develop a community concept within the housing facility to enhance students' educational experience at the University. University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.
- (b) Licensee agrees to recognize the importance of maintaining an environment which is conducive for fellow students to study, live and sleep in the housing facility. While in the housing facility, Licensee agrees to not disturb this environment.

## **IV. TERMS AND CONDITIONS**

- (a) This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000-42101. A copy of those regulations is available at the University Housing Office. Licensee must be enrolled in nine or more instructional units per semester.
- (b) Licensee agrees to comply with the University and Housing regulations, which are available on our Housing web page, and any subsequent amendments.
- (c) This License Agreement shall not be transferred except as permitted in Section IX.
- (d) It is understood and agreed by Licensee and University that neither lease nor any other interest in real property is created by this Agreement.

## **V. MAINTENANCE OF PREMISES**

- (a) University shall provide Licensee with the furnishings noted on the Room Inventory Form. Licensee agrees to give reasonable care to her/his living unit and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the living unit in good order and repair, normal and reasonable wear and tear expected. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair.
- (b) Licensee shall make no alteration to the housing facility without permission of the University. Any structural addition or alteration is prohibited without written permission of the University.
- (c) Licensee shall not possess any highly flammable material, firearm, ammunition, fireworks, explosives, dangerous weapons or any other material or instrument which, in the opinion of the University authorities, poses an unreasonable risk of damage or injury.
- (d) The Campus Housing Fire Safety report is posted online at [http://www.sonoma.edu/housing/general\\_info/fire\\_safety.html](http://www.sonoma.edu/housing/general_info/fire_safety.html).

## **VI. CANCELLATION BY LICENSEE PRIOR TO FEE PERIOD**

- (a) Licensee may cancel their reservation and license prior to the beginning of the license period by submitting a written cancellation notice to Housing Services. Cancellations received by May 1<sup>st</sup> will receive a 50% refund of the Housing down payment; non-refundable thereafter.

#### **VII. VACATING AFTER THE BEGINNING OF THE FEE PERIOD**

- (a) Any Licensee who requests to vacate the housing facility shall give at least thirty (30) days WRITTEN notice of intention to vacate and the reason therefore. The dates between the end of the fall semester and the beginning of the spring semester can not be used for the required notice because they are not included in the license fee period.
- (b) The University may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards with appropriate verification: (1) End of student status, (2) Marriage, (3) Hardship/Extraordinary Circumstances. A \$250 service fee will be assessed for notice less than 30 days for approved requests.

#### **VIII. REVOCATION OF LICENSE AGREEMENT**

- (a) The University may revoke this License Agreement upon the following conditions:
  - (1) In the event of misconduct listed in §41301, Title 5, California Code of Regulations.
  - (2) Failure of Licensee to maintain status as a student at University enrolled in at least nine units per semester.
  - (3) Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
  - (4) Administrative necessity of University.
- (b) University shall provide Licensee not less than three (3) days notice in the event of an occurrence described in subsections (1), (2) or (3) and not less than fourteen (14) days written notice in the event of an occurrence described in subsection (4) except in cases of emergency.

#### **IX. FINANCIAL OBLIGATIONS FOR VACATING AND REVOCATIONS**

The financial obligation of the licensee shall be as stated in Title 5, California Code of Regulations and in the 2011-2012 Campus Housing Policies and Regulations.

#### **X. ABANDONMENT OR TERMINATION BY LICENSEE**

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due to the University for so long as University does not terminate Licensee's right to an assigned bedspace. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

#### **XI. DESTRUCTION OR UNAVAILABILITY**

In the event that bedspace is destroyed or becomes unavailable as the result of conditions not reasonably foreseen at the time this License Agreement is made, Licensee shall be entitled to a pro rata refund of any fees applicable to periods after Licensee was required to vacate. Such conditions include but are not limited to damage caused by floods, slides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; a drop in the rate of cancellations not reasonably foreseen by University, if such drop results in an overbooking of available housing facilities.

#### **XII. REFUNDS**

Instances of cancellation, revocation, or vacating, the licensee shall owe fees as provided in Title 5 and in the 2011-2012 Campus Housing Policies and Regulations, regardless of whether the licensee ever assumed actual occupancy and regardless of whether a licensee who has assumed actual occupancy moves out of the facility prior to the designated period of obligation. The campus shall refund all money collected in excess of such obligation as soon as reasonably possible.

#### **XIII. VACATING THE HOUSING FACILITY**

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

#### **XIV. TREATMENT OF INDEBTEDNESS**

Failure of Licensee to satisfy the financial obligations of this License Agreement may result in the following:

- (a) Imposition of a late fee, in accordance with the fee schedule.
- (b) Revocation of the License Agreement.
- (c) Eviction.
- (d) Withholding of University services pursuant to §42380, et seq., Title 5, California Code of Regulations. This includes: (1) Withholding official transcripts and/or (2) Denial of registration.
- (e) Offset of paychecks, loans, grants or scholarship payable through the University, and/or income tax refunds or rebates.
- (f) Legal action to collect unpaid obligations.

#### **XV. RIGHT OF ENTRY**

University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. University shall exercise these rights reasonably with respect for Licensee's right to be free from unreasonable searches and intrusions into study or privacy.

**XVI. INSURANCE**

- (a) During the period covered by this License Agreement, Licensee is encouraged to obtain health and accident insurance.
- (b) University has no insurance to cover the personal or property damage of Licensee. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy.

**XVII. VISITORS AND GUESTS**

Licensee shall permit no visitors or guests to enter the Housing Facility except as permitted by the Guest Policy in the Housing Regulations.

**XVIII. NON-WAIVER**

The waiver of any breach of a term or condition of the License Agreement shall not constitute a waiver of any subsequent breach.

**XIX. TAXABLE POSSESSORY INTEREST**

It is the position of University that this License Agreement does not create a taxable possessory interest in real property. However, pursuant to Revenue and Taxation Code §107.6, Licensee is hereby notified that a taxing authority may take a contrary view and may assess Licensee property taxes based on Licensee's interest in this License Agreement.

**XX. MEGAN'S LAW**

Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and zip code in which he or she resides.



# Campus Housing Policies and Regulations 2011-2012



Housing Services  
1801 East Cotati Avenue  
Rohnert Park, CA 94928  
(707) 664-2541

Office of Residential Life  
1801 East Cotati Avenue  
Rohnert Park, CA 94928  
(707) 664-4033

## ■ STUDENT CONDUCT ■

Students who reside within the Residential Community are expected to adhere to the conditions set forth in the Student Housing License Agreement and abide by:

1. Applicable State and Federal laws;
2. University regulations; and
3. Housing regulations

Students are responsible for the actions that occur within their residence. Residents who violate University regulations within the Residential Community may also be subject to University disciplinary procedures, which may affect their student status. Violations of Housing regulations effect campus residence eligibility. Infractions, which are also violations of state and/or federal law, are also subject to arrest by Police Services and prosecution within the legal system. Students are required to show proof of identification while in the Residential Community.

Housing, University Discipline and legal action are separate processes and have different burdens of proof. Residents and/or their parents who have questions about the policies, regulations or disciplinary procedures should contact the Office of Residential Life at (707) 664-4033.

Residential Community consists of all suites and apartments, meeting rooms, public and recreational areas, Zinfandel Marketplace, Zinfandel Dining Room, Ameci's, and surrounding parking lots. By choosing to live on campus, you are making the decision to:

- conduct oneself with honesty, integrity, civility, and citizenship;
- respect people and the property of the University;
- celebrate our many cultures in the community;
- promote free exchange of scholarly ideas; and
- commit to personal involvement in learning for the greater good

## ■ DISCIPLINARY PROCESS ■

Students found in violation of the regulations included in this student guide will be held accountable for their actions and will face disciplinary action and/or legal prosecution. Students will also be held accountable for allowing or soliciting violations of procedures by their guest(s).

### **University Regulations Process**

Residents who violate University Conduct Regulations (California Code of Regulations) will be referred to the Coordinator for University Discipline. Serious violations of Residential Community policy may also be referred to the University disciplinary officer. University disciplinary sanctions include but are not limited to:

- Referral to the University student disciplinary process;
- Suspension;
- Probation;
- Educational assignments.

### **University Conduct Regulations**

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 must choose behaviors that contribute toward this end. Student behavior that is not consistent with the Student Conduct Code is addressed through an educational process that is designed to promote safety and good citizenship and, when necessary, impose appropriate consequences.

#### **A) Student Responsibilities:**

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 to contribute positively to student and university life.

## **B) Unacceptable Student Behaviors:**

The following behavior is subject to disciplinary sanctions:

1. Dishonesty, including:
  - a. Cheating, plagiarism, or other forms of academic dishonesty that are intended to gain unfair academic advantage.
  - b. Furnishing false information to a University official, faculty member, or campus office.
  - c. Forgery, alteration, or misuse of a University document, key, or identification instrument.
  - d. Misrepresenting one's self to be an authorized agent of the University or one of its auxiliaries.
2. Unauthorized entry into, presence in, use of, or misuse of University property.
3. Willful, material and substantial disruption or obstruction of a University-related activity, or any on-campus activity.
4. Participating in an activity that substantially and materially disrupts the normal operations of the University, or infringes on the rights of members of the University community.
5. Willful, material and substantial obstruction of the free flow of pedestrian or other traffic, on or leading to campus property or an off-campus University related activity.
6. Disorderly, lewd, indecent, or obscene behavior at a University related activity, or directed toward a member of the University community.
7. Conduct that threatens or endangers the health or safety of any person within or related to the University community, including physical abuse, threats, intimidation, harassment, or sexual misconduct.
8. Hazing, or conspiracy to haze, as defined in Education Code Sections 32050 and 32051:

"Hazing" includes any method of initiation or pre-initiation into a student organization, or any pastime or amusement engaged in with respect to such an organization which causes, or is likely to cause, bodily danger, physical harm, or personal degradation or disgrace resulting in physical or mental harm, to any student or other person attending any school, community college, college, university or other educational institution in this state; but the term "hazing" does not include customary athletic events or other similar contests or competitions.

A group of students acting together may be considered a 'student organization' for purposes of this section whether or not they are officially recognized. Neither the express or implied consent of a victim of hazing, nor the lack of active participation while hazing is going on is a defense. Apathy or acquiescence in the presence of hazing is not a neutral act, and is also a violation of this section.

9. Use, possession, manufacture, or distribution of illegal drugs or drug-related paraphernalia, (except as expressly permitted by law and University regulations) or the misuse of legal pharmaceutical drugs.
10. Use, possession, manufacture, or distribution of alcoholic beverages (except as expressly permitted by law and University regulations), or public intoxication while on campus or at a University related activity.
11. Theft of property or services from the University community, or misappropriation of University resources.
12. Unauthorized destruction or damage to University property or other property in the University community.
13. Possession or misuse of firearms or guns, replicas, ammunition, explosives, fireworks, knives, other weapons, or dangerous chemicals (without the prior authorization of the campus president) on campus or at a University related activity.
14. Unauthorized recording, dissemination, or publication of academic presentations (including handwritten notes) for a commercial purpose.
15. Misuse of computer facilities or resources, including:
  - a. Unauthorized entry into a file, for any purpose.
  - b. Unauthorized transfer of a file.
  - c. Use of another's identification or password.
  - d. Use of computing facilities, campus network, or other resources to interfere with the work of another member of the University community.
  - e. Use of computing facilities and resources to send obscene or intimidating and abusive messages.
  - f. Use of computing facilities and resources to interfere with normal University operations.
  - g. Use of computing facilities and resources in violation of copyright laws.
  - h. Violation of a campus computer use policy.
16. Violation of any published University policy, rule, regulation or presidential order.
17. Failure to comply with directions or, or interference with, any University official or any public safety officer while acting in the performance of his/her duties.
18. Any act chargeable as a violation of a federal, state, or local law that poses a substantial threat to the safety or

well being of members of the University community, to property within the University community or poses a significant threat of disruption or interference with University operations.

19. Violation of the Student Conduct Procedures, including:
  - a. Falsification, distortion, or misrepresentation of information related to a student discipline matter.
  - b. Disruption or interference with the orderly progress of a student discipline proceeding.
  - c. Initiation of a student discipline proceeding in bad faith.
  - d. Attempting to discourage another from participating in the student discipline matter.
  - e. Attempting to influence the impartiality of any participant in a student discipline matter.
  - f. Verbal or physical harassment or intimidation of any participant in a student discipline matter.
  - g. Failure to comply with the sanction(s) imposed under a student discipline proceeding.
20. Encouraging, permitting, or assisting another to do any act that could subject him or her to discipline.

### **C) Procedures for Enforcing This Code**

The Chancellor shall adopt procedures to ensure students are afforded appropriate notice and an opportunity to be heard before the University imposes any sanction for a violation of the Student Conduct Code.

## ■ DEFINITION OF DISCIPLINARY TERMS ■

### **Not Responsible**

A decision of Not Responsible is given when a resident has been found to have had no responsibility for an actual or alleged policy violation.

### **Verbal Warning/Written Warning**

A Verbal Warning or Written Warning is issued to a student who has been found responsible for a lower level policy violation. Repeated policy violations that typically result in a Verbal Warning or Written Warning may result in a more serious sanction.

### **Probation**

Probation is given when severe policy violations occur, and signify that student choices are in conflict with the values of the Residential Community. Residents placed on probation are warned that any other violation of policy could result in their Housing License Agreement being terminated.

### **Probation with Future Housing Approval**

Students sanctioned to Probation with Future Housing Approval are required to obtain written approval from the Office of Residential Life before contracting for subsequent year license agreements. Request will be reviewed during the established re-contracting process, generally in February and March. It is assumed that residents will abide by all housing policies for the remainder of the year, with the understanding that additional policy violations from the time of sanction, will adversely affect a resident's ability to receive approval.

### **Termination of License Agreement**

License Agreements are terminated when residents fail to follow the University or Housing Regulations. A resident's agreement can be terminated for evictable offenses or policy violations. If your contract is terminated, you will be given a notice requiring you to vacate the premises within three (3) days. If the University determines that your offense is correctable, you may be given a notice permitting you to either cure the violation or vacate the premises within three (3) days. You may not re-contract for the next academic year and may not visit within the Residential Community for a period of at least one-year from the date of termination. This includes resident suites or apartments, the parking lots, recreational areas, Zinfandel Dining Room, Zinfandel Marketplace, SSU Post Office, Ameci's Pizzeria, sidewalks in residential areas, or other public areas. If you are found within the Residential Community, our policy requires that you be referred to Police Services for trespassing. Your name will also be forwarded to the Vice President for Student Affairs, the University Discipline Officer.

### **Appeal Process**

Students found responsible for violating policies and issued sanctions may appeal the decision or request an extension of time to vacate the premises. Appeals and extension requests should be made in writing, and should include the reason for the request. Appeals and extension requests must be submitted within three (3) days of receiving the notice to vacate.

Appeals of sanctions can only be submitted based on the following:

1. Lack of due process.
2. Sanction too severe for the violation.

An Appeals Hearing Board will hear appeals of License Agreement Terminations. The board will consist of an administrator from the Office of Residential Life, a student presently living in the Residential Community, and a University Administrator outside of the Office of Residential Life. The hearing will usually occur within two weeks after the student has submitted the appeal request. Students may continue to occupy the premises during the appeal process, but any further violations of policy after the three (3) day notice period and prior to the hearing will result in the immediate termination of their Housing License Agreement.

Appeals of campus housing disciplinary decisions must be submitted within the three (3) day deadline to:

Appeals  
Office of Residential Life/Chateau Building  
Verdot Village  
Sonoma State University

## ■ HOUSING REGULATIONS ■

### **Actions That Will Result In Termination Of Housing License Agreement**

Actions that threaten the health and safety of residents cannot be tolerated in the Residential Community. Participating in these behaviors will subject you to immediate removal from the Residential Community. Other behaviors can also lead to removal action such as repeated violations of any of the regulations listed in this guide or any behavior which is life threatening or dangerous. Actions that lead to termination of the license agreement are:

1. Possession, consumption, distribution of alcohol that contributes to a potential high risk situation. High Risk Situation is defined as any actions, behavior, or conduct which poses destructive consequence to an individual, community member, or school property while under the influence of alcohol.
2. Possession of bulk marijuana, which is defined as possession of marijuana quantities indicating "frequent use". This also includes storing, growing, supplying, intending to sell, and/or selling marijuana to other residents. Those who partake in accepting and/or buying marijuana may also be subject to this policy.
3. Possession, use or sale of dangerous drugs, restricted dangerous drugs, and/or narcotics and misuse of prescription drugs. The use or possession of controlled substances is a violation of Title 5, California Code of Regulations, § 41301 and is prohibited on the University campus.
4. Tampering with fire equipment, e.g. fire alarms and extinguishers, and public area smoke detectors. Violations of this include, but are not limited to, removing a fire extinguisher from its prescribed location, fully or partially discharging a fire extinguisher for any purpose other than putting out a fire, tampering with smoke alarms located in public areas, setting off false fire alarms, or removing or damaging exit lights and starting fires.
5. Discharging firecrackers or fireworks. Violations of this include, but are not limited to, discharging or in anyway attempting to discharge types of manufactured or homemade fireworks including cannons or bottle rockets in, out of, or adjacent to a residence halls or apartment. The size of the firecracker is irrelevant.
6. Possession or use of firearms including use of any pistols, BB guns, paint ball guns, air guns, pistols, revolvers, stun guns, Tasers, or any object that resemble firearms. Violations of this also include, but are not limited to, possession of any device deemed a "deadly weapon" by the California Penal Code 12020; or use of other weapons or replicas 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 2 1/2 inches, any razor with unguarded blade, any metal pipe or bar used or intended to be used as a club.
7. Sex discrimination, including sexual harassment and sexual assault. There is a wide range of behavior, which may constitute sex discrimination, including sexual harassment and sexual assault. Violations that, if proven, may lead to dismissal include, but are not limited to one or more of the following:
  - a. Verbal harassment or abuse that, because it is sufficiently severe or pervasive, creates a hostile environment;
  - b. Unnecessary touching, patting, pinching, or brushing against another person's body;
  - c. Repeated non-reciprocated propositions for dates;
  - d. Demands for sexual activity;

- e. Any involuntary sexual act in which a person is threatened, coerced, or forced to comply against her/his will including rape, acquaintance rape, date rape, acquaintance gang rape, and sexual battery;
  - f. Any sexual activity when one or more of those involved is under the influence of alcohol or other drugs.
8. Physical assault. Physical assault or the threat of physical assault is a violation of Title 5, California Administrative Code, § 41301 and is prohibited on the University Campus.
  9. Releasing hazardous materials to storm drains or sanitary sewers. Any person who knowingly causes any hazardous substance (e.g., water motor oil, antifreeze, battery acid, paint pesticides) to be deposited into campus storm drains or upon any road or property will be subjected to immediate dismissal from the Residential Community. Resident shall also be liable for the complete cost of cleanup as determined by the SSU Director of Environmental Health and Safety. Such persons may be subject to fines or imprisonment [Penal Code 374.8].

Eviction and cleanup cost and the imposition of fines and or imprisonment shall not apply under circumstances where the hazardous materials release occurred as a result of an accident or emergency and the person promptly reported the release to University Police at 911. All cleanup costs for hazardous materials releases remain with the responsible party. Cleanup costs include, but are not limited to, spill response equipment, hazardous waste disposal fees, personnel time, and all other items of expense necessary to re-store the environment to its original condition.

## SECTION I: GENERAL POLICIES

### Abandoned Property

Personal belongings left in a resident's room after vacating will be considered abandoned property. A disposal fee will be imposed to the resident's account if items are left behind. The fee will depend upon quantity and size of items. In compliance with California Civil Code, personal possessions abandoned on state property are sold at the University's public auction.

### Amplified Sound

Stereos, sound systems, and televisions are a privilege to have in the community. Playing amplified instruments is not allowed in the Residential Community. This includes, but is not limited to drums, subwoofers, amplified televisions, or stereos.

### Cable TV, Computer Connections

Residents are not permitted to tamper with the cable television or computer connections installed in the rooms.

### Cars and Other Vehicles

It is illegal to drive, park, or store a car (or parts), motorcycle or moped anywhere within the campus housing community including bedrooms, suites, apartments, or patios.

### Computing and Network Usage

By signing the Student Housing License Agreement you are agreeing to adhere to the allowed use of your network connection as defined in the SSU Network Connection Policies and the California Penal Code, Section 502, regarding unlawful use of computers – this includes, but is not limited to, downloading entertainment files, file share and inappropriate use of campus computer systems in blogs, such as Facebook or MySpace. If you do not have access to the Internet, please contact Network Policies Request, Information Technology, 1801 E. Cotati Avenue, Rohnert Park, CA 94928 and information will be sent to you. For the computer usage policies, please visit [http://www.sonoma.edu/it/get\\_connected/network.shtml](http://www.sonoma.edu/it/get_connected/network.shtml).

### Electrical Appliances/Cooking in Rooms

Because of health and safety concerns, cooking is prohibited inside residential suites. (Apartments have kitchens equipped for cooking.) Refrigerators (3 cubic feet or smaller), microwaves, hot air poppers, and coffee pots are the only appliances allowed in residential suites. Appliances with exposed coils and all other electrical cooking appliances are prohibited. Space heaters, portable air conditioners, clothes washers, dryers, and additional full size refrigerators are prohibited within the community. All electrical equipment (e.g. televisions, stereos) must be UL approved and in safe operating condition.

### Failure to Comply

Failure to comply, including but not limited to not opening doors and providing false information, with official requests or directives of University staff members, (i.e. CSA, RLC, Facilities, Housing Services, Police Services) while in the performance of their duties is a violation of campus housing policy.

### **Flammable/Dangerous Materials**

Open flames, including such items as candles, incense, laboratory burners, stoves, torches, etc. are not permitted. Charcoal lighter fluid, gasoline, solvents and caustic chemicals other than normal household cleaning agents are not permitted in the Residential Community. Candles may be kept in student rooms/suites for decorative purposes only. Torchiere Halogen Lamps are prohibited.

### **Garbage/Recycling Disposal**

Household garbage and recyclable items are to be deposited in the industrial dumpsters located on the perimeter of each Village. Individual recycling containers provided in each suite should be maintained inside the suites at all times. Please recycle as much of your household refuse as appropriate to help the University meet California recycling mandates. Residents who "dump" their trash or recycling in areas other than the designated industrial dumpsters will be subject to housing disciplinary sanctions and assessed fees to properly dispose of their refuse.

### **Grills/BBQs**

Only "Weber type" grills with lids are permitted. Hibachi grills and gas grills of any kind are prohibited. Grills must have legs and may not sit directly on the ground. Charcoal lighter fluid is prohibited; a chimney style paper charcoal lighter should be used. Grills are to be used outside, only, and located away from building walls. Grills can not be used on balconies or corridors. Briquettes and ashes need to be completely cold before being properly disposed in a dumpster and may not be thrown on the lawns or in planter beds. Violations of the above will result in loss of BBQ privileges and possible housing discipline sanctions.

### **Internet Postings and Visible Photographs**

Internet postings and visible photographs may be used as evidence of policy violations.

### **Parking Lot Use**

Residents must exercise safe driving behavior at all times by abiding by the posted speed limits in all residential parking lots. Residents must have a current residential parking decal visible at all times.

### **Patio/Patio Furnishings**

Cabernet, Sauvignon, Tuscany and second/third floor Zinfandel patios may be furnished with furniture designed for outdoor patio use only. Removal of non-approved furniture will be at the discretion of the RLC. All first floor patios in Zinfandel and Verdote are considered community space. All furnishings must be removed each night. Specific exceptions are at the discretion of the RLC. Patio coverings, such as hanging sheets or other coverings from balconies or exterior surfaces are prohibited. It is also prohibited to attach hammocks or any type of furnishing from the building room, walls or railings. All outdoor furnishings must be "self-supporting."

Please do not use patios as routes into or out of your living units as walking over the plants and lawn can damage landscaping and irrigation as well as jeopardize your personal safety. The use of pavers or stepping stones to create patio walkways is prohibited for the same reasons.

### **Pets**

No pets (except fish in 20-gallon or smaller aquariums) are allowed within the Residential Community. If found to be responsible for a violation of this policy, the animal will need to be gone within 24 hours and disciplinary action will ensue. Resident(s) will be responsible for all required room cleaning charges.

### **Postings**

The posting of general flyers and advertisements must abide by University and Office of Residential Life Posting Policies prior to placement. Placement is the responsibility of the Office of Residential Life.

## **Public Area Furniture**

Furnishings provided in the public areas, including the lounge, Dining Hall and study room, are provided for the entire community to use. Residents are not to remove furniture from the public areas. Residents will be subject to disciplinary action and charged a fee for any public area furniture found in their rooms.

## **Reclaimed Water**

Sonoma State University uses reclaimed water for landscape irrigation in an effort to conserve water and reduce costs. This water has elevated nitrate levels and other trace contaminants and is not potable. Please avoid drinking, bathing, or other direct contact. The areas that use reclaimed water are often designated with signs or color-coded purple caps, covers, and other fixtures. The entire water system has been thoroughly tested to ensure no cross connections exist between domestic and reclaimed water.

## **Roofs/Railings**

Residents are not allowed on any building roof or any balcony or stairwell railing. Residents violating this rule will be charged for defraying the cost of replacing broken roof tiles. Facilities staff will retrieve any lost items for residents.

## **Room Cleaning Requirements**

Residents are expected to maintain their rooms and patios/balconies in a reasonable, clean and sanitary condition throughout the occupancy period. At the conclusion of the Fall and Spring semester, residents are required to thoroughly clean and restore their room/suites/apartments to the original move-in condition. If your room or suite is found to be unsafe and/or unhealthy due to uncleanliness, excessive trash or damage you may be placed on Housing probation. If you do not comply with staff directives to restore your room or suite to a "healthy and safe" condition, you may be sanctioned to Probation with Future Housing Approval for the next academic year and charged cleaning and trash/personal belonging removal fees associated with bringing your room/suite to suitable condition. This also applies to end of the year inspections. You may jeopardize returning to the Residential Community if the assessed damages and cleaning charges are greater than \$250.

## **Room Decorations**

Only push pins and thumbtacks may be used to attach decorations to walls. Nails, screws, mollies and toggle bolts are not allowed. Double-sided glue or adhesive type stickers are not allowed, since both damage sheetrock and paint when removed. Residents are not allowed to install ceiling plant hooks, shelving on any wall, or any other modification attached to walls or ceilings.

## **Room Furnishings**

Due to storage limitations and damage caused by water and sun exposure, no interior furnishings should be removed from the suite. Bed frames, mattresses, desks, couches, etc. must remain in the suite and must not be placed outside. Personal possessions left outside will be removed at the owner's expense.

- Lofts are not permitted to be built in rooms because of Uniform Building Code regulations.
- Waterbeds are not allowed because of the potential for damage if they leak, the cost to heat them, and the lack of space to store existing beds.
- Window screens must not be removed at any time. The Facilities staff is required to reinstall any screen that is removed and charge the resident. Residents who continually remove screens are subject to disciplinary action.

## **Room Inspections and Charges**

During the semester, when a resident vacates the Residential Community or does a room change, a room inspection is performed to identify any excessive damage or cleaning needed to restore the residence back to move-in condition. Students remaining in the bedroom or unit will be notified of the required inspection by Housing, either by phone or email. If Housing is unable to reach a resident of the suite, they are allowed to enter the facility to perform the inspection as stated in the Student Housing License Agreement per Section XV Right of Entry.

All residences are inspected at the end of the academic year and only those rooms with vacancies are completed at the end of the Fall semester. Findings from the room inspection are reconciled with the "Room Condition" form that may or may not have been submitted at the start of occupancy. Charges are equally divided by the occupants, unless someone claims responsibility for specific damage or cleaning by completing a "Damage Responsibility" form. Students will receive notification if they have been charged any damage or cleaning charges and may further inquire with the

Housing Office about specifics. Disputes of Housing damage charges can be directed to [ssu.housing@sonoma.edu](mailto:ssu.housing@sonoma.edu) and a response will be sent back within two weeks.

## **Safety and Security**

In order to provide an environment, which encourages safety and security, the following are violations of campus housing policy:

1. Failure to evacuate the building immediately upon the sound of an alarm or to follow specific evacuation and safety procedures.
2. Jeopardizing or interfering with the safety and security systems within the campus housing community. This may include the locking systems, emergency phones, security lights, and other parts of the system.
3. Giving your room access card to another person (resident or non-resident).
4. Misusing, disabling, or removing any fire equipment including: fire extinguishers, exit signs, smoke and heat detectors, and door self-closing mechanisms. Health and Safety inspections are conducted by Facilities Staff to check these items periodically. Violations are subject to appropriate criminal as well as University and Housing discipline.
5. Unauthorized presence on rooftops or in attic space. This includes hanging, climbing, or scaling on rooftops; balancing from balconies; or entering and using attic or crawl space.
6. Throwing, propelling, dropping, or otherwise causing objects or substances to fall from the suites or apartments or other structures within the Residential Community.
7. Reckless driving and driving above the speed limit which threatens the safety of any member of the University.

Please be advised that local municipality emergency agencies, when responding to fires, medical assists, and other emergency situations in the SSU's Residential Community, can legally charge the responsible student(s) reimbursement fees.

## **Safety – Disposal of Biomedical Sharps**

Sharps are any device with acute rigid corners, edges, or protrusions of cutting or piercing. Sharps usually relate to hypodermic needles and similar devices often used by diabetics. These types of devices that have been contaminated with blood or bodily fluids must be disposed of properly. Contaminated sharps cannot be disposed of in the standard trash.

If you generate this type of waste, please follow the procedure listed below to store and dispose of your sharps waste.

- Purchase an approved sharps container from either the Student Health Center on campus or a local drug store (very inexpensive).
- Immediately transfer any used needles or other contaminated sharp into the container so nobody can be cut or punctured by this waste.
- Bring the approved sharps container to the Student Health Center on campus and they will properly dispose of it free of charge. The container should be brought in when full or at the end of the semester prior to moving off campus. Please note that the Student Health Center only accepts this waste from on campus residents.

Note: Most hospitals offer a similar service. When you are away from campus please make arrangements with a local hospital or physician's office to dispose of your sharps in the same manner.

## **Screens**

Window screens are to remain on all windows and sliding glass doors. Removal may result in disciplinary action and replacement costs.

## **Skateboarding/Rollerblading/Scooters**

Bicycling, skateboarding, rollerblading, roller skating, and use of razor scooters are allowed within the Residential Community for transportation purposes only, but must be done in a manner, which does not cause injury to pedestrians. Trick stunts are not allowed. After quiet hours, skateboarding is prohibited within the Residential Community [see Section 2].

## **Smoking**

The Residential Community's smoking policy conforms to the University policy. No smoking will be allowed inside any building on campus, including residential suites and apartments. Residents who wish to smoke will be allowed to do so only outside the residential suites or apartments. Within the Residential Community, smoking is prohibited within twenty feet of buildings, suites and apartments. Smoking is not permitted on the balconies or patios in the Residential Community, including apartments.

## **Solicitation**

Commercial solicitation whether in person, by phone, or by distribution through mailboxes is prohibited within the Residential Community. Businesses that violate this policy will be referred to the University Police.

Student organizations may not solicit door-to-door within the Residential Community. The Residential Student Association, related Residential Community organizations, and the Associated Students may contact residents on a door-to-door basis in order to fulfill their governmental responsibilities. Written materials shall not be left in front of residents' doors or laying around in public areas. Other student organizations that are found in violation of this policy will be referred to the Director of Center for Student Leadership, Involvement and Service, which could affect their campus charter.

## **Space Heaters**

CSU Chancellor's Office Executive Order 785, Provision Nine – Operations & Maintenance – prohibits the use of space heaters in campus buildings including the Residential Community.

## **Sports in the Residential Community**

Sports are a very important part of any community. For the safety and general well being of the community, there are several places that have been designated for sports. Playing sports in any other area is prohibited without prior approval from the Office of Residential Life. This includes throwing, bouncing, dribbling, passing or shooting of any sports equipment or water balloons. Designated areas are limited to: (1) Laura Gale Field located in Zinfandel Village; (2) Swimming Pool; (3) Grass area in Verdote Village directly behind Meritage and next to the basketball court; (4) Sauvignon Village Green, grass area next to the Cooperage; and (5) Hillside Quad grass area located near the Domaine Beaujolais community building.

## **Swimming Pools and Spas**

The following pool hours and policies are in effect for all swimming pools and spas:

### **POOL HOURS**

Monday – Friday: 8:00 a.m. until 12 midnight  
Saturday and Sunday: 12:00 noon – 12 midnight

- No glass bottles allowed in the pool areas.
- No animals allowed in the pool areas.
- Swimming pools and spas are for the use of residents and their guests only. Guests must be accompanied by their host.
- The life ring and safety pole are not to be used as recreational toys. They must remain where they are positioned so they are available for emergencies.
- If, through heavy use or pump/filter failure, the drain in the bottom of the pool cannot be seen through the turbid water, the pool areas must be evacuated and the gate locked.
- For personal safety reasons, roughhousing and throwing people into the pool or spa is prohibited.
- Pool users will be required to follow Residential Community Quiet Hours policies.

## **Theft**

Theft of, or non-accidental damage to campus property, or property in the possession of, or owned by, a member of the campus community is prohibited.

## **Thermostats**

Thermostats are set to achieve optimum comfort levels and energy conservation. Students are not allowed to tamper with the thermostat settings.

### **Vacant Spaces and Room Restoration Requirements**

During the year you may have a vacant space in your room/suite. Your license agreement with the University is for a bed space; therefore you are not entitled to decide who will occupy the vacant space. You are required to maintain the bedroom/suite so that a potential roommate will be able to move in. This means you must:

- Keep vacant furniture assembled and accessible, as well as, all storage and surface areas clean and empty at all times in case a new resident is assigned to that space. This is especially important at the end of the Fall semester when new roommates will probably be moving in for the Spring. Failure to comply with this requirement will result in disciplinary action that may include Probation, Loss of Housing, or Termination as well as being charged for the staff labor to make the second space available for the new roommate.
- Welcome the potential resident into the vacant space without harassing, threatening, or intimidating the individual. If the resident or suitemates, in any way, behave in the manner mentioned above or discourage the resident, there may be disciplinary consequences with the possibility of not returning to the Residential Community the following year.

### **Vandalism/Property Within The Residential Community**

It is a violation of Housing policy to destroy or damage property within the Residential Community. This includes, but is not limited to, furniture, doors and electronic readers, chalking or drawing on sidewalks and buildings, removing items from bulletin boards without authorization, leaving garbage on balconies, patios, front door entrances or in locations other than designated areas, hanging sheets or other coverings from balconies or exterior surfaces, and non-accidental damage to campus property.

## **SECTION 2: NOISE AND QUIET HOURS**

### **Noise**

The general policy is that noise (e.g. music, talking, playing) is to be kept at a level, which is not disruptive. The use of drums or amplified instruments is not permitted in the suites or the apartments. The bouncing of balls or other objects against the floor, ceiling, or walls inside a suite or building is not permitted. Skateboarding is not permitted during quiet hours.

To support the academic success of all students, courtesy quiet hours are always in effect. With this in mind, the request from any student anytime should be honored.

#### **QUIET HOURS:**

Sunday – Thursday: 10:00 p.m. – 8:00 a.m.

Friday – Saturday: 12:00 midnight – 10:00 a.m.

During these hours, the policy is the noise level inside a respective suite/apartment that should not be so loud that it is heard outside of the suite/apartment.

During final exam periods, quiet hours are in effect 24 hours per day. Twenty-four-hour study conditions begin at midnight the Saturday before the first scheduled final and remain in effect until the Residential Community closes. Each night between 5:00-5:15 p.m. quiet hours will be suspended for the Seawolf Howl.

**Special Situations:** When classes are not in session (evenings before holidays, move-in days, Spring Break, etc) weekend quiet hours will be in effect.

- No person shall cause or otherwise contribute to unreasonable noise in the Residential Community.
- No person shall interfere with attempts of others to study or to sleep during reasonable and/or posted courtesy hours.
- No person shall interfere with attempts of others to sleep or study during final exam week.
- Skateboarding is not permitted in the Residential Community during quiet hours.

## SECTION 3: GUESTS

### Guest and Visitor Policy

Residents may have personal guest and visitors in their rooms. If you choose to leave your guests unattended in your suite/apartment, or in the Residential Community, you are still responsible for their actions, even if you are not with them.

- Residents are responsible for the conduct of guests and visitors.
- Residents are subject to disciplinary action for their misconduct, and are liable for any damages caused by them. A guest is defined as a resident or non-resident who is not assigned to that suite or apartment.
- Residents may have up to four visitors at any one time, not to exceed twenty persons total per suite, including suitemates.

### Guest Policy for Overnight Guests

- Prior to inviting an overnight guest, residents must discuss the situation with their roommates and obtain their approval and then the approval of their Community Service Advisor.
- Guests may stay no more than two nights in a two week period of time. Exceptions may be requested from the Director of Residential Life.
- No overnight guests are permitted during final exam periods.
- Hosts of unapproved guests may be subject to housing disciplinary action.

### Guest Policy for Non-Approved Guests

The Director of Residential Life may declare certain individuals non-approved guest. These are guests or former residents who, because of their disruptive or destructive behavior, are not permitted within the Residential Community. The Residential Community is defined as, but not limited to, resident suites and apartments, public and recreational areas, Zinfandel Dining Hall, Zinfandel Marketplace, Ameci's, and surrounding parking lots.

The minimum period, which a student is placed as a non-approved guest, is for one year. On limited occasions, permission and conditions may be granted for the student to continue working in the Dining Hall or to visit. The letter declaring the individual a non-approved guest is to come from the Director of Residential Life. When a staff member becomes aware of a non-approved guest, Police Services will be called immediately. Non-approved guests, who are present inside a building, may be cited by Police Service for trespassing. Non-approved guests who are outside of a building will be asked to have by Police Services. In addition, non-resident students will be referred to the University Judicial Affairs for action.

- Residents may not invite these people to visit within the Residential Community. Residents who invite or knowingly permit non-approved persons within the Residential Community are subject to disciplinary action.

## SECTION 4, 5, & 6: ALCOHOL, MARIJUANA, AND DRUGS

### Alcohol

Alcohol is the most abused and misused substance on college campuses across the country. In the Residential Community at SSU, we strive to create an environment where alcohol use is responsible and safe. Misconduct regarding the possession, consumption, distribution, or negative effects of alcoholic beverages within the campus community will be addressed.

#### ***If you are under the age of 21:***

Students under the age of 21 may not be in possession of alcohol at any time in the Residential Community. No alcohol, including alcohol containers are allowed in any suite/apartment designated as an under-21 year-old suite, even by guests over the age of 21.

#### ***If you are over 21:***

The Residential Community at Sonoma State University places a large responsibility on those who are 21 or older. Twenty-one year olds are able to be in possession of alcohol only in designated 21 year old apartments/suites where there is no more than one container open at any time per 21 year old, and where the alcohol cannot be seen from the outside of the suite or apartment.

**All Residents:**

Residents are responsible for the conduct of guests and visitors. Residents are subject to disciplinary action for guest misconduct, and are liable for any damages caused by them. A guest is defined as a resident or non-resident who is not assigned to that room or apartment. Residents may assume the same level of consequence for guest violations of policy.

**Designated Under-21 Year Old Suite:**

Suites will be designated as under-21 year old suites when no resident of that suite is 21. No alcohol, including empties, may be present at any time within these suites. 21 year olds may not possess or consume alcohol within these suites.

**The following are considered violations of the SSU Housing Regulations alcohol policy:**

- Possession, consumption, distribution of alcohol that contributes to a potential high risk situation. High Risk Situation is defined as any actions, behavior, or conduct which poses destructive consequence to an individual, community member, or school property while under the influence of property while under the influence of alcohol.
- Possession of alcoholic consumption devices such as beer bongs or funnels. All devices will be confiscated and destroyed.
- Underage possession or consumption of alcohol, including the possession of empty containers of alcohol. Collector's items are considered empty containers.
- Hosting a gathering in an under-21 designated suite where alcohol is present.
- Using/possessing alcohol in any public area including but not limited to outside, common areas, balconies, stairwells and residential parking lots.
- Under-21 year old attendance at gatherings where alcohol policy violations are occurring within the Residential Community.
- Posters, signs, cups, bottles, cases/boxes or any insignia relating to alcoholic beverages that can be viewed from outside of the suite/apartment.
- Of age student supplying alcohol to students under the age of 21.
- Individual behavior where one is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others while under the influence of alcohol.
- Any other policy violation as a result of alcohol use or consumption.

**Marijuana**

Marijuana use in the State of California is controversial and its perceptions will continue to change both socially and politically. Although marijuana can currently be prescribed for medicinal purposes, due to the Drug Free Schools Act, possession of marijuana on the SSU campus, for any reason, is a housing violation.

Regardless, it is our hope that it is both clear and representative of an academic living environment. Use and/or possession of marijuana conflicts with the academic setting, and threatens the educational intent of the community members at large.

**The following are considered violations of the SSU Housing Regulations marijuana policy:**

- Possession of bulk marijuana, which is defined as Possession of Marijuana quantities indicating "frequent or multiple use".
- The selling of marijuana or possession of an amount of marijuana and/or related equipment, which could indicate the intent to sell.
- Using/possessing/growing marijuana anywhere in the Residential Community.
- Possession of marijuana storage and preparation equipment, such as canisters, scales, vaporizers, and bud grinders. All devices will be confiscated and destroyed.
- Supplying marijuana to students.

- Possession of marijuana smoking devices, bought or homemade, such as pipes (all materials), water bongs, gravity bongs, filters, hookahs, etc. All devices will be confiscated and destroyed.
- Hosting a gathering where marijuana is present.
- Attendance at gatherings where marijuana policy violations are occurring within the Residential Community.
- Individual behavior where one is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others while under the influence of marijuana.
- Any other policy violation resulting from marijuana use or consumption.
- Posters, signs, or any insignia relating to marijuana that can be viewed from outside of the suite/apartment.  
Visible photographs of students possessing or using marijuana in University Housing facilities may be used as evidence of policy violation.
- The smell of marijuana in the Residential Community.

## **Drugs**

Residential Community policy as well as University Conduct Regulations prohibits the possession and/or use of all dangerous drugs, restricted dangerous drugs, and/or narcotics.

### **The following are considered violations of SSU Housing Regulations drug policy:**

- Possession and/or use of dangerous drugs, restricted dangerous drugs, and/or narcotics.
- Possession of devices designed or modified for the use of dangerous drugs, restricted dangerous drugs, and/or narcotics. All devices will be confiscated and destroyed.
- Violations of any other regulations resulting in the use of dangerous drugs, restricted dangerous drugs, and/or narcotics.
- Individual behavior where one is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others while under the influence of dangerous drugs, restricted dangerous drugs, and/or narcotics.
- Sale of dangerous drugs, restricted dangerous drugs, and/or narcotics or possession of related equipment, which could indicate the intent to sell.
- Attendance at gatherings where dangerous drugs, restricted dangerous drugs, and/or narcotics are present within the Residential Community.
- Visible photographs of students possessing or using dangerous drugs in University Housing facilities may be used as evidence of policy violation.
- Misuse and/or abuse of prescription medication.

## **SECTION 7: THREATS, ASSAULT, AND HARASSMENT**

- Behaviors or verbal remarks, including any type of non-verbal communication, that result in harassment, exploitation or intimidation. The campus housing community is composed of students from a variety of cultures, backgrounds and lifestyles. It is essential that residents are free from behavioral and verbal abuse based on age, race, religion, color, gender, sexual orientation, Vietnam-era veteran's status, or disabling condition.
- Behaviors or verbal remarks, including any type of non-verbal communication, that result in harassment, exploitation or intimidation of members of the residential community or University, including University staff.
- Behaviors, including any type of non-verbal communication, that obstruct or interfere with members of the University performing their assigned tasks.
- Threats of violence (including threats or attempts of suicide) or conduct that threatens the health and safety of self or other members of the campus housing community.

## **SECTION 8: WEAPONS**

Possession or use of firearms including use of any pistols, BB guns, paint ball guns, air guns, pistols, revolvers or other objects that resemble firearms. Violations of this also include possession of any device deemed a “deadly weapon” by the California Penal Code 12020, **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, a knife having a blade longer than 2 1/2 inches, any razor with unguarded blade, or any metal pipe or bar used or intended to be used as a club

## **SECTION 9: NON-DISCRIMINATION**

### **Sexual Battery, Sexual Assault, Rape**

Acts of sexual aggression (including rape, attempted rape, sexual battery and assault), whether perpetrated by a stranger or an acquaintance, are violations of the California Penal Code, the California Code of Regulations, as well as campus housing policy.

Sonoma State University has adopted the State of California’s definition of sexual assault to mean any involuntary sexual act in which a person is threatened, coerced, or forced to comply against her/his will and includes rape, acquaintance rape, date rape, acquaintance gang rape, and sexual battery. Included in this definition are all forms of rape and sexual battery. It is our practice, in cases of acts of sexual aggression, to temporarily relocate the alleged assailant pending the outcome of the administrative hearing.

### **Sexual Harassment**

It is the policy of the Residential Community to provide an environment free of sexual harassment. Where sexual harassment has been found to occur, sanctions will be imposed on the individual(s) determined to have engaged in sexually harassing conduct or communication.

Sexual harassment may range from sexual innuendoes made at inappropriate times, perhaps in the guise of humor, to coerced sexual relations. Harassment at its extreme occurs when a person in a position of control or influence, affects another person’s job, salary, career, or grades uses his or her authority and power to coerce the other person into sexual relations or to act in a punitive manner should the sexual advance be rejected. It may include one or more of the following:

- Verbal harassment or abuse;
- Subtle pressure for sexual activity;
- Persistent remarks about another person’s clothing, body or sexual activities;
- Unnecessary touching, patting, pinching, or brushing against another person’s body;
- Demanding sexual favors accompanied by implied or overt threats concerning one’s job, grades, or letters of recommendation;
- Disparaging comments about women as a group;
- The use of sexist humor or demeaning sexual allusions;
- Calling on women students less frequently or being more critical of their comments;
- Giving women employees more difficult assignments and being more critical of their work; and/or
- Making statements which communicate to students or employees limiting preconceptions about appropriate and expected behaviors, abilities, career directions, and personal goals which are based on sex rather than individual interest or ability.

Students are responsible for conducting themselves on the campus or at any university sponsored off-campus activity in a way that ensures that their actions do not discriminate against any other individual. Actions constituting sexual harassment are forms of discrimination.

### **Sanctions – Discrimination, Including Sexual Assault and Sexual Harassment**

In cases when a resident files a charge of discrimination alleging sexual harassment or sexual assault against another resident, the following immediate actions may be taken:

- During the time of the investigation, the alleged offender(s) may be physically moved to a temporary living arrangement which may be on or off-campus. This is to comply with legal and ethical regulations that the alleged offender(s) be separated from the alleged victim(s).

- If the alleged offender(s) is temporarily assigned to an off-campus housing location until the investigation is completed, the Office of Residential Life will be responsible for making arrangements and payments for off-campus housing until the housing disciplinary procedure is completed.
- Depending upon the housing assignment of the alleged offender(s) and the alleged victim(s), the alleged offender(s) may be denied access to the Zinfandel Dining Hall. The Office of Residential Life will arrange and pay for food service in the University Commons and will provide a cash allowance for meals off-campus when the University Commons is closed. Alleged offender(s) will be responsible for transportation to off-campus meals.
- During the investigation, the alleged offender(s) may be denied access to Residential Community recreational and public areas.

## SECTION 10: FINAL EXAMS WEEK

Finals week can be a very stressful time for students living in the Residential Community. While some people only have one final, others have anywhere from 3-5 during the course of the week. One of our goals is to maintain an environment that is conducive to academic success. This includes having quiet hours and policies related to various behaviors. The following policies and guidelines are for Finals Week.

- Finals quiet hours are 24 hours a day every day. They begin at midnight the Saturday night prior to the beginning of finals and remain in effect until the Residential Community closes.
- We require that students leave within 24 hours of their last final. While you may be done with your finals, there are many others still studying. Please know your finals schedule and make arrangements accordingly.
- When you are leaving either at semester break or at the end of the year, please keep in mind that people are studying and try to be respectful as you pack and move out. Please also remind your guests of this fact.
- Sanctions for policy violations during finals week will be stricter. For example, if you receive a noise violation during finals week, instead of a Written Warning, you will receive a sanction of Housing Probation. If you have been found responsible for prior violations, and choose to violate a policy during Finals week, your Housing License Agreement may be terminated.
- Stress relief activities and a study space will be provided nightly during finals in the Zinfandel Dining Room. Additionally, each day from 5:00 to 5:15 quiet hours will be suspended for the Seawolf howl.

We hope that you all realize the importance of this time of year and the need for respect of those in your suite, building and community.

## ■ IMPORTANT INFORMATION ■

### Communication with Students

Sonoma State University uses student email accounts for distribution of official University communications. Students are responsible for reading messages regularly and managing their *seawolf.sonoma.edu* email account. Housing Services and Residential Life provides a variety of information via email, such as monthly newsletters, contracting updates, needed maintenance repairs, scheduled meetings and other business matters. Visit <http://www.sonoma.edu/it/email> for information about SSU's email system.

### Lost Keys (Room Access and Mailbox Keys)

It's the responsibility of the resident to report lost keys to Seawolf Service Center. There is a non-refundable fee for replacing your Seawolf ID card or your mailbox key.

### Missing Persons

Federal law requires that the University report both to local law enforcement and to the student's designated contact person, when campus residents are determined missing for 24 hour (i.e., no one can identify where they are). If the missing student is less than 18 years of age and not emancipated, the University is also required to notify their parent or guardian. Campus residents have the opportunity to provide a confidential contact person, (separate from emergency contact information) if they are determined missing, along with other emergency contact information at their building meetings with the Residential Life staff. Only authorized campus officials and law enforcement officers will have access to this contact person information in the furtherance of an official missing person investigation. Even if a student has not registered a

confidential contact, local law enforcement will be notified when the student is determined missing.

When a campus resident is believed missing, the situation should be reported immediately to any member of the Residential Life, Housing Services, or Police and Parking Services staff. After investigation of the missing person report, and the person is determined missing for 24 hours, The Office of Residential Life and/or the Vice President of Student Affairs and Enrollment Management will notify the student's missing student contact, if provided, and the SSU Police will notify Sonoma County law enforcement agencies - no later than 24 hours after the student is determined to be missing.

### **Residency Limit**

Campus housing is not guaranteed for multiple years of residency. Priority for returning is determined on a lottery basis.

### **Room Changes**

There are opportunities throughout the year to change rooms. Prior to moving to a different room on campus or even within your own suite, a resident must receive authorization from Housing Services or your Village Residential Life Coordinator (RLC). A student can request a room change by taking the following steps:

1. The Room Change process begins with the student submitting a room change request online.
2. Housing Services will review the room change request and either contact the student directly or forward the request to the RLC.
3. In some instances, room changes may not be automatic and will require intervention from CSAs/RLCs, with potential agreements being established. Some behaviors may be identified as needing to change. After all avenues have been exhausted, the RLC may approve the room change

If a room change is approved, the following will happen:

1. The resident will be given a few choices of rooms to visit on Wednesdays.
2. Resident will meet roommates and notify the Housing Office of the desired room no later than Thursday of that week.
3. The resident will then come in Friday afternoon for their SSU ID to be encoded with the new room so they can move over the weekend. They will be issued a temporary card for the old room which must be returned to Housing that following Monday.

### **Under 18 Years of Age**

Under 18-year-olds are defined in California as "Minors". Privacy laws, state, federal and university policies make distinctions in interpretation and implementation of policies and actions when minors are involved.

The University is required to contact the parent or legal guardian for all medical, disciplinary and financial activities that occur with regard to the minor student for students under the age of eighteen. This includes actions taken against a minor by another party of the University. Financial obligations incurred by a minor in the Residential Community will be referred to the parent or legal guardian.

Students over the age of eighteen living with or otherwise socializing with a minor need to be aware that the University, State of California and state and federal courts view and treat activities such as alcohol (using, providing, selling), sexual acts, violent acts and overnight guests differently when a minor is involved. Minors are generally not able to "consent to" or "contract with" individuals on their own behalf. This includes but is not limited to sexual relations and financial contracts.

### **Vacation Breaks**

Residents may stay in their rooms during Thanksgiving and Spring breaks; however, the Dining Hall is closed during these breaks and no food service is available. The license agreement does not include semester break (between the end of Fall semester and start of the Spring semester). Residents may leave their belongings in their rooms over semester break. We do advise residents to take home valuable items for the break.

## **■ LICENSEE OBLIGATION - VACATING OR REVOCATION ■**

When you accept your License Agreement online, it is for the entire academic year. If you decide you want to move off campus, it is extremely difficult to break your License Agreement. Regardless of how much money you can save if you move off-campus or how close it is to your new job, these are not valid reasons for canceling your License Agreement. There are limited circumstances under which you may be permitted to cancel your License Agreement.

### **Request to Vacate After the Beginning of the License Period**

Any resident who requests to vacate is required to do so in writing by completing a "Petition to Vacate" form. This form should be submitted at least 30 days prior to the requested vacating date. The University may deny or approve the request. The University will approve the request for the following reasons:

1. The student is withdrawing from the University;
2. Marriage with submission of a copy of the marriage certificate;
3. The University will also consider requests due to extraordinary circumstances that have occurred after the student has signed the license agreement, e.g. medical emergencies or financial hardships. The University generally denies requests which involve moving to an off campus accommodation.

### **Revocation of the License Agreement**

The University may revoke a student's License Agreement upon the following conditions:

1. As a result of disciplinary action;
2. Because of administrative necessity.
3. Because the licensee is no longer a student and enrolled in classes;
4. As a result of the student breaching the terms or conditions of the license, including nonpayment of fees;

### **Financial Obligations of the Licensee for Vacating and Revocation**

The following table indicates the financial obligations for vacating and revocations:

1. Request to vacate with 30 day notice	
a) University approves the request.....	1
b) University denies the request.....	2
2. Request to vacate without 30 day notice	
a) University approves the request.....	3
b) University denies the request.....	2
3. Revocation of a license by the University	
a) As a result of disciplinary action .....	2
b) Because of administrative necessity .....	1
c) Because licensee is no longer a student	
i. Academically disqualified.....	1
ii. All other withdraws .....	3
d) Breaching the terms and conditions of the License Agreement.....	2
(including nonpayment of fees)	

### **Amount of Obligation to Licensee**

1. Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the fee period through the last day of occupancy plus any applicable damage or excessive cleaning charges.
2. Except as provided in the mitigation clause, Licensee shall owe an amount due under the full fee period of the license, plus any applicable damage or excessive cleaning charges.
3. Licensee shall owe an amount equal to a prorated charge for each day from the beginning of the fee period through the last day of occupancy plus any applicable damage or excess cleaning charges plus a \$250 service fee.

### **Mitigation**

The University will minimize the obligation of a Licensee by applying a prorated credit for each day during the fee period that the campus has been able to cover its damages. Factors to be considered in determining whether the campus has been able to cover its damages for purposes of this clause may include, but not be limited to: (1) whether the campus is able to re-license the student housing facility to someone else prior to the end of the fee period; (2) the amount of the fee at which the student housing facility is re-licensed; (3) the vacancy rate of the residential community within the housing facility is located; and (4) financial considerations of the campus housing program.

Authority Source: California Administrative Code, Title 5, California State Universities & College, Article 5. Housing and SSU Campus Fee Advisory Committee.

The Zinfandel Dining Service's staff hopes everyone has an enjoyable dining experience. In order to maintain a smooth operation, residents are to adhere to the following policies:

1. First year college students are required to participate in the meal plan.
2. Meal plans are not transferable. Assisting unauthorized persons to enter Zinfandel Dining with your meal card is in violation of the Terms and Conditions of your contract and may result in additional charges or cancellation of contract with no reimbursement.
3. Shirt and shoes must be worn in the dining facility at all times.
4. Since the facility has a cafeteria layout with an all-you-care-to-eat program, only individuals who are covered under a meal plan program or who have purchased their meal will be admitted to the facility.
5. Students will only be admitted once during a meal session.
6. Food, beverage, and/or equipment are not permitted to leave the facility without prior management permission.
7. Personal food and beverage containers are not permitted in the dining facility.
8. Each individual is responsible for busing his or her own dishes and silverware.
9. Disruptive behavior and/or abusive language are not permitted.
10. Smoking is prohibited inside the cafeteria and in front of the entrance and exit doors.
11. For the purpose of health and safety, only authorized food service personnel are allowed in the work areas.
12. Under the Meals-To-Go program (MTG), students may take out a reasonable amount of food from the menu served in Zinfandel Dining. In order to participate in the program, students will be required to sign an agreement with University Dining Services. Violations of the MTG agreement will result in a termination of the agreement and a loss of this privilege.
13. Backpacks, packages, briefcases and other large carry-in items are prohibited in the facility. For your convenience, storage cubicles are located outside the dining facility.
14. Zinfandel Dining reserves the right to refuse service to anyone.
15. Individuals engaging in destructive behavior which leads to damage of the facility or furnishings will be responsible for the repair and/or cleaning cost.
16. Violations of the above terms may result in a cancellation of your meal plan contract with no reimbursement.

