

Faculty Student Association On-Campus Living Policies

Although the Faculty Student Association (FSA) provides a total experience for the student by maintaining the residence halls, and this experience is recognized as important, a college education does not depend on one remaining a resident. Students may be asked to leave the residence halls and the residence life program, if they choose not to uphold their responsibilities as set down in the Housing Application and License Agreement, Constitution of the Student Body, the College Student Handbook, and these On-Campus Living Policies.

The following are the residence hall policies, regulations and expectations that apply to all residential students, their guests, and visitors to the Hillside Suites Residence Halls. It should be understood that the Director of Residence Life or his/her designee, or the Vice President of Student Development or his/her designee, may terminate the housing assignment of a student for violation(s) of the below conditions or relocate a student to a different suite. In addition to being asked to leave the residence halls and the residence life program, failure to follow these rules, regulations and expectations, the following may also occur; college disciplinary action and/or civil/criminal action and/or financial liability. All policies and procedures contained herein are subject to change by FSA at any time.

1. Eligibility. Students who have applied for housing, submitted a \$200 housing deposit and are matriculated full-time or part of a College sponsored program are eligible for housing.

1.1. Housing Application and License Agreement. All students who wish to reside in housing for the academic year must submit a valid Housing Application and License Agreement with the \$200 housing deposit to any of the business offices on the Jamestown Campus, Olean Campus or the North County Extension Center.

- Valid applications for students under the age of 18 must contain a parent/guardian signature along with the student signature.
- Students are assigned on a first-come, first-served basis based on their date of deposit. Housing is limited; students are not guaranteed a room when application and deposit are submitted.
- The \$200 housing deposit and Housing Application and License Agreement can be mailed to the Jamestown Business Office utilizing the address at the top of the form.
- Housing Application and License Agreement can be found on our website at: <http://www.sunycc.edu/sites/default/files/Res-Hou-J-App.pdf>

1.1..1. Refund of Housing Deposit Prior to Residing in the Residence Halls.

- Request for the refund of the housing deposit must be made in writing, by the student, to the Office of Residence Life through the email: residencelife@mail.sunycc.edu. Requests must be made prior to July 1 for the fall semester or one week prior to the start of classes in the spring semester. All housing deposits made after July 1 for the fall semester are non-refundable.
- Those students who are placed on a wait-list and have not been assigned a room will have the option of requesting their deposit back or moving it to the spring semester, in the event housing becomes available.
- If a student has an outstanding balance with the College, the requested refund will be applied to that balance first. The remaining balance (if any) will be issued by check from the Business Office in the student's name and sent to the address that is listed in BANNER.

1.2. Full Time Status. Residents must be enrolled and maintain full-time status each semester to reside in the residence halls. “Full-time” is defined as twelve (12) credit hours or more that includes hours added during the drop-add period. If a resident falls below the credit hour requirement, they may be requested to leave the residence life program. There are a number of ways a resident can drop below full-time:

- Drop/Add
- Withdrawal from a course
- Faculty member can administratively withdraw a student from a course based on poor attendance

A resident should not fall below twelve (12) credits without prior approval of the Director of Residence Life or designee. A student’s status is monitored throughout the semester and residents must respond to all notices regarding registration status. Failure to respond will result in denied or limited access to the residence halls or removal from the residence halls. Students who withdraw their registration from any or all courses shall be liable for payment of room and fees, and FSA will follow the College refund schedule that is published in the *Credit Course Master Schedule* under financial information.

1.3. Good Conduct Standing. Students must be in good conduct standing and must not have a felony conviction. Individuals who, in the opinion of the Vice President of Student Development and the Director of Residence Life, who pose a threat to other residents are not eligible to live in on campus housing. Registered Sex Offenders at risk to re-offend according to New York State law or any other jurisdiction represent a clear and present danger to themselves or other residents are not eligible for on campus housing.

1.4. Age Requirement. Students must be 18 prior to December 31 of the fall semester; the Director of Residence Life may make exceptions.

1.5. Health Requirements. Health requirements are mandatory and must be complete prior to admittance into the residence halls. New York State Public Health Law 2165 requires all post-secondary students attending colleges and universities to demonstrate proof of immunity against measles, mumps, rubella and meningitis (or a signed waiver). Immunization of Hepatitis B is strongly recommended. For more information, visit the website at <http://www.sunyicc.edu/student-life/student-services/college-health-services/immunization-requirements>, or contact our Health Center at 716.338.1077.

1.6. Health Insurance. Proof of current comprehensive insurance coverage is encouraged. Residence covered by health insurance that is equal to or more comprehensive than the policy available through the College must certify to that effect to receive a waiver. Students must submit the name and policy number of their insurance carrier to the Residence Life Office who will provide a copy to the Health Services Office. The purchase of student health insurance coverage through an identified vendor is available at an additional cost to the student. Please speak with someone from our Business Office for information at 716.338.1003.

1.7. Medical/Accessible Occupancy Needs. A resident in need of specialized housing due to an existing condition must receive confirmation of the condition and recommendation for specialized housing from the director of residence life. The director of residence life will make every effort to accommodate such requests, as space allows.

1.8. Assistance Animals. An assistant animal is not a service animal. Assistance animals provide emotional support that alleviates the symptoms or effects of a person’s disability, but might be specifically trained to perform any task or function, or otherwise meet the limited definition of Service Animal. JCC permits Assistance Animals only within residential facilities and outdoors,

and not within the remainder of the campus buildings. An individual may keep an assistance animal in a residence hall if 1) the individual has a disability, 2) the animal is necessary to permit that individual to use and find comfort in their residential space, and 3) if there is an actual relationship between the disability and the assistance or emotional support that the animal provides to the person. Assistance animals are considered an accommodation, and all accommodation requests for the possession of assistance animals need to be made through the Office of Disability Services. Certain wild animals or animals prone to community health or safety risk, which cannot perform the role of assistance animal in a reasonable manner, may not be permitted.

2. Financial Information. The Housing Application and License Agreement is binding for the entire academic year. FSA will retain a student's housing deposit, housing fee and terminate the agreement if a student living in the halls a) withdraws from Jamestown Community College; or b) is removed from housing; or c) is withdrawn from College; or d) voluntarily leaves housing; or e) is no longer eligible for housing or otherwise becomes ineligible for housing.

If a student withdraws or terminates the housing agreement, the student will be financially obligated until the Office of Residence Life is able to re-establish the occupancy, and will forfeit their \$200 housing deposit. This agreement is binding. A resident choosing to terminate the housing agreement is required to meet with the Director of Residence Life or designee to discuss the financial penalty. If a housing agreement is terminated for any reason, the resident must return all keys to the housing staff of their building and vacate his/her room as outlined in these On-Campus Living Policies within 24 hours.

2.1. Payment Information. Payment shall be made in advance, in two equal installments; the first due at the time of registration in August; and at January registration. Students will receive information regarding billing and payment dates, as well as payment plans that are available. All payments should be sent directly to the Office of Business Services. The term of occupancy and financial obligation to the College is for the entire academic year; therefore, students will be financially responsible for both semesters unless the Office of Residence Life is able to re-establish occupancy. FSA will follow the College's refund schedule as published in the Credit Course Master Schedule under financial information and shall retain a student's full housing payment and housing deposit in the event of a student's withdrawal or removal from housing for any reason, except if called to military service. Failure to complete your financial aid applications or pay subsequent Nelnet monthly installments will result in eviction from the Residence Halls, with charges remaining in accordance to the College's refund schedule.

2.1..1. Financial Aid. Student's whose payment for housing includes approved financial aid will be fully obligated to pay the balance of any housing fees as a result of financial aid that does not materialize or for which the student is deemed ineligible (as a result of withdrawals, drops, failure to meet academic progress, disciplinary or other reasons.)

- Student or Parent PLUS loans may be necessary to cover all of your expenses. Your student loan acceptance form or parent PLUS loan application should be submitted no later than August 18 so that these funds are available on time for your bill. Check your financial aid status in BANNER to assure you have completed all requirements to receive your anticipated aid www.sunyjcc.edu/myjcc.
- If your aid is delayed, enrollment in the Nelnet payment plan will allow you to move into the residence halls while you finish the financial aid and loan processes.

2.1..2. College Payment Plan – Nelnet. You have enrolled in the College's Nelnet payment plan:

- Learn about this option at <http://www.sunyjcc.edu/current-students/business-office/student-bill>
- Please be aware that Nelnet has many options and deadlines for reduced monthly payments. Your enrollment in the Nelnet plan:
 - By July 21 requires a down payment of 10% of your account balance.
 - By Aug 24 requires a down payment of 25% of your account balance.
 - By September 15 requires a down payment of 50% of your account balance.
- Enrolling in the Nelnet plan will not reduce your eligibility to receive any financial aid for which you are applying.
- Any financial aid received after enrollment in the Nelnet plan will be applied to your bill and will reduce future Nelnet payments by equal amounts. If the financial aid received is greater than the remaining installments, a refund of any excess funds will be issued to the student.

2.2. Basic Room Rates.

- **Single Occupancy.** \$7,500 per academic year (\$3,750 due at the beginning of each semester)
- **Double Occupancy.** \$6,700 per academic year (\$3,350 due at the beginning of each semester)
- Room rates are based on 15 weeks of academic class meetings and do not include housing for Thanksgiving recess, winter recess or spring recess.

2.3. Agreement of Policies and Procedures. Submission of the signed Housing Application and License Agreement via mail, facsimile or in person indicates agreement with all policies and procedures outlined in the Housing License and Application Agreement and the On-Campus Living Policies outlined in this document. This license is for the entire academic year and cannot be cancelled by the student during the period without the submission of the Request to Terminate Housing License and Application for review by the appeal panel. Submission of this request does not guarantee that the Housing License and Application will be terminated. This form is available upon request from the Director of Residence Life in the Residence Life Office.

2.4. Housing License and Application Agreement Appeal Process. Students requesting to vacate their Housing License and Agreement due to graduation, internship, military enlistment, transfer or other reasons must fill out the Request to Terminate Housing Agreement form. This form is available upon request from the Office of Residence Life, Hamilton Collegiate Center, Room 54, and provide supporting documentation to the Office of Residence Life no later than the close of business fourteen (14) days prior to classes ending during the fall semester. The form and documentation will be brought before the Appeals Panel for review. Submission of this document does not guarantee that a student will be released from the license or excuse them from their financial obligation. The decision of the Appeal Panel is final.

- Appeals received after the due date will not be considered and will be denied.
- Appeals must include all supporting documentation in addition to the Request to Terminate Housing License and Agreement. Those received without documentation will be denied.
- Appeal letters must be written by the student; those written on behalf of the student will be denied.

2.5. Housing deposit. The housing deposit is not considered advance payment of the housing fee, and is not covered by financial aid. The housing deposit will be cashed and/or charged and retained by the College, as a guarantee against damage to the room, residence property or furnishings.

2.5..1. Retention of Deposit. Students who choose to terminate their housing and license agreement during the academic year will forfeit their housing deposit. Students who are called to military service are exempt.

2.5..2. Return of Housing deposit. See details in Section 10.5 for the full explanation of how the housing deposit will be returned to the student.

3. Residence Hall Occupancy. Occupancy is based on 15 weeks of academic classes meeting. Official College recess periods are not included in this agreement for accommodations and such periods are not covered by fees established in this agreement. Students may not take a roommate, assign, sublease, lease, or otherwise transfer your interest of housing under this license agreement, or permit anyone not duly assigned or approved by the Director of Residence Life to share any part of the room or suite.

Students withdrawing from the College, terminated or suspended as a student for any reason, or made ineligible for housing due to disciplinary action or any other reason during the year, must immediately vacate their rooms and the housing license agreement will be deemed revoked and housing deposit will be forfeit. If a student withdraws or terminates the housing agreement, the student will be financially obligated until the Office of Residence Life is able to re-establish the occupancy. A resident choosing to terminate the housing agreement is required to meet with the Director of Residence Life or designee to discuss the financial penalty. If a housing agreement is terminated for any reason, the resident must return all keys to the housing staff of their building and vacate his/her room as outlined in these On-Campus Living Policies within 24 hours. This agreement is binding.

3.1. Room Assignments. The FSA of Jamestown Community College reserves the right to make room assignments and re-assignments as necessary. These assignments will be electronically mailed out to the student's JCC email account at the beginning of August for the fall semester and the beginning of January for the spring semester. During the semester, room re-assignments may be necessary. The residence life staff will make every attempt to inform you that you will be receiving a new suitemate/roommate prior to the move happening. In the event that the move needs to be made for an emergency situation, this change may be made immediately, without prior notification.

3.2. Residence Hall Openings and Closings. Residents may not occupy or deliver items to their suites prior to the official opening of the residence halls, which is the Saturday before classes start for the fall semester and the Sunday before classes resume in the spring semester. Requests to allow early arrival or extended stay of specific residents, for College sponsored purposes, must be made in writing to the Office of Residence Life, by the appropriate office, department or organization.

3.2..1. Fall Semester Opening. Residents entering the residence halls for the fall semester may check in beginning on the Saturday before classes between the hours of 10:00 a.m. and 3:00 p.m. All residents will report to the Hamilton Collegiate Center, where keys will be issued by the designated hall staff. It is highly recommended that arrangements be made to arrive between the hours of check in. If arrival is after 3:00 p.m. on move-in day, residents will report to their assigned building, Hillside Suites North, Hillside Suites South or Hillside Suites West, where keys will be issued by the Residence Director. Room assignments will be held for residents only through the close of business on the Wednesday after classes start, unless prior arrangements are made with the Director of Residence Life. Residents who have not checked in by that time, or have not contacted the Office of Residence Life, may have their rooms reassigned to other residents and their housing deposits forfeited.

3.2..2. Fall Semester Closings. The Residence Halls will be closed the following times during the fall semester. Please see your Residence Director and Social Media posts for specific dates.

- **Thanksgiving Recess.** Residence Halls will close the Wednesday before Thanksgiving at 9:00 a.m. and will re-open after 10:00 a.m. the Sunday following Thanksgiving.
- **Winter Recess.** Students are reminded that they must vacate the halls 24 hours after their last final exam. Residence halls will close at 5:00 p.m. the Friday of finals week, and will re-open at 10:00 a.m. the Sunday before classes. **Students must turn in all keys prior to departure for winter recess, but their belongings may remain in their rooms.*

3.2..3. Intersession Housing. Current students are eligible for the intersession housing option if enrolled in three (3) or more credits during the intersession. Students must provide verification of enrollment in these classes to the Office of Residence Life prior to the start of intersession.

3.2..4. Spring Semester Opening. Residents entering or returning to the residence halls for the spring semester will be expected to check in at their assigned hall after 10:00 a.m. on the Sunday before classes resume, unless prior arrangements for early arrival are made with the Director of Residence Life due to academic or college related commitments. Students should report directly to the building they are assigned to receive their keys. Rooms will be held for assigned residents only through the close of business the Wednesday after classes resume, unless prior arrangements are made with the Director of Residence Life. Residents who have not checked in by that time, or have not contacted the Office of Residence Life, may have their rooms reassigned to other residents, and their deposits forfeited.

3.2..5. Spring Semester Closings. The Residence Halls will be closed the following times during the spring semester. Please see your Residence Director and Social Media posts for specific dates.

- **Spring Recess.** Residence halls will close at 9:00 a.m. on the first day of spring recess and will re-open at 10:00 a.m. the Sunday before classes resume. Students may leave their belongings in their suite/bedroom during this time.
- **Semester Closing.** All residents are reminded that they need to vacate the halls, remove all of their belongings, properly check out with a staff member and turn in their keys 24 hours after their last final exam. Those residents that are participating in the commencement ceremonies will need permission to remain in the halls by the Director of Residence Life and will need to vacate the halls by 2:00 p.m. on the Saturday of commencement.

3.3. Check-in/Check-Out Procedures. The following procedures will be adhered to when checking in and out of the Hillside Suites Residence Halls.

3.3..1. Residence Hall Check-In. Upon occupancy of a room/suite, residents will be required to review and sign a room condition report that has been completed by a Residence Life staff member. This report should be reviewed thoroughly and accurately with detail and previous damage items included. Residents will have 24 hours after occupancy to claim any additional damages to the room condition report. After the 24-hour period has expired, residents will be responsible for the condition of the room/suite. This form, when countersigned by a residence life representative, is the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy.

3.3..2. Residence Hall Check-Out. All residents are required to vacate their rooms/suites no later than 24 hours after their last final exam, unless prior arrangements are made by with their Residence Director. Upon checkout of the room/suite, a Residence Life staff member will conduct a preliminary checkout. The preliminary checkout does not serve as the final damage assessment to the room/suite. After the halls are closed, a thorough inspection will be conducted where the current condition of the room/suite will be compared to the original room inspection report filled out when he resident moved in.

- **Damaged, Missing or Poor Condition of the Suite/Bedroom.** If items are lost, missing, damaged, or not left in good condition, charges will be incurred and they will be deducted from the housing deposit. Damages that incur a cost greater than the housing deposit amount will be billed directly to the resident, and a hold will be placed on their account. To avoid unnecessary charges during checkout, be sure to follow all of the guidelines provided by the Residence Life staff.

- **Remaining Personal Belongings.** Upon leaving, the room and suite must be clean and free from all trash and personal items. Any items that are found after keys have been turned in will be discarded and a fee may be charged against the resident's housing deposit.
- **Returning Issued Keys.** Residents must turn in their suite and mailbox keys to a Residence Life staff member. Residents will be assessed a fee for keys that are lost, damaged or not returned at checkout.
- **Improper Checkout.** Residents who choose to leave without signing their room condition report and/or checking out a member of the residence life staff will forfeit the opportunity to appeal any damage charges or fees and will be assessed at \$25 fee.
- **Termination of Housing License.** A resident who wishes to terminate the housing license and agreement is required to submit the Application to Terminate Housing Agreement Form and must meet with the Director of Residence Life or designee to be advised of financial responsibility, and will forfeit their \$200 housing deposit. Those students who are graduating in December, or who have been called to military service will be exempt.

3.3.3. Residence Hall Recess Procedures. All residents must vacate the residence halls during the College recess periods. Only those who have academic or athletic commitments will be allowed to remain in residence during the Thanksgiving Recess and Spring Recess and must have appropriate documentation submitted to the Office of Residence Life by the proper office or College sponsor. No requests will be honored during winter recess, as the College is closed during that time. A Residence Life staff member will check each room and suite to ensure the following guidelines are followed. All prohibited items will be confiscated.

- Student ID cards will be deactivated during this time. Take all personal belongings that will be needed during the recess period, as you will not have access to the suites or bedrooms during this time.
- Students may leave their belongings in their suite/bedroom during the Thanksgiving, winter and spring recesses. Please remove all valuable personal items. FSA and JCC are not responsible for lost or stolen property.
- Before departure for recess, all students are required to clean their rooms to move-in condition. Empty all wastebaskets, removal all perishable food items from refrigerators and take all trash to the designated trash receptacles outside of each building. Students should leave their room/suite as clean as it was on move-in day. Charges may be assessed for damage or poor conditions.
- All windows and doors must be closed and locked, with the window blinds drawn.
- All electrical appliances, excluding the housing issued refrigerator and stove/oven, must be unplugged. *Personal mini-refrigerators only need to be unplugged during winter and spring recess.*
- Lower the heat in each suite to 65 degrees and set the thermostat to auto.

3.4. Vehicles. Residents are permitted to have a vehicle on campus and must park in the designated areas for residential students. Parking permits can be obtained from your Residence Director on move-in day.

3.5. Room Entry/Inspections. FSA reserves the right to inspect rooms and suites and their contents for safety, sanitary, security, and maintenance purposes in the absence of the resident. In addition, FSA reserves the right to inspect/search the licensed premises and its contents without consent at any time and without notice for probable cause or violations of law, violations of FSA On-Campus Living Policies, violations of College rules and regulations, to conduct search incidental to arrest, and to search by warrant.

3.5.1. The authorized personnel include, but are not limited to the following: professional members of the Student Development staff, Resident Assistants, Residence Directors, and Director of Residence Life, Executive Director of FSA, and repair/maintenance /janitorial personnel.

3.5.2. In all cases where health, safety, or welfare of a person may be in danger or in cases where FSA's property is jeopardized, the Director of Residence Life or designee, Residence Director, or the Residence Director's staff may enter a suite or room immediately and without notice. Examples of these situations include, but are not limited to; fire, possession of chemicals, explosives, weapons, or other items that would cause serious injury.

3.5.3. Staff may also enter into a resident's room to eliminate disruptive noise from electronic equipment, which may violate an individual's right to sleep or study. This includes, but is not limited to, unattended stereos, televisions and alarm clocks. In addition, these items may be confiscated.

3.5.4. **Health/Safety Inspections.** FSA expects a certain level of cleanliness and a certain level of safety standards to be maintained in the residence halls. It is the responsibility of all residents within a suite to maintain a clean and healthy living environment. Announced inspections will occur twice each semester, during semester recess. Procedures for these inspections will be communicated in advance.

- **Results of Health/Safety Inspection.** If a problem is noted in the room/suite, residents will be given a verbal/written request to rectify the situation by a specific date. At that time, the room/suite will be re-inspected. Failure to correct a documented problem may result in judicial action.
- **Excessive Damage/Unsafe or Unhealthy Conditions.** Excessive damage or a problem that produces an unsafe/unhealthy living condition may result in judicial action including, but not limited to, residence hall probation, professional cleaning charges or the loss of residence hall privileges.

3.5.5. **New York State Fire Safety Inspections.** New York State Fire Safety Inspections will occur once a year. This will include an inspection of the entire suite, including individual bedrooms.

- **Results of Fire Inspection.** Any fines imposed by the New York State fire inspector will be billed directly to the resident(s) responsible for the violation. In the case where the responsible party cannot be identified for a violation within a suite, the amount may be split equally among the members of the suite.

3.5.6. **Maintenance.** FSA reserves the right to authorize regular maintenance and/or painting by JCC personnel and/or contractors may be scheduled in rooms, suites, and common areas while facilities are occupied. When possible, advanced notice will be given. Repair work in resident suites may also be scheduled to occur during recesses. Advance notice will be given to residents, except in the case of emergency repairs. Students can submit a maintenance request online for problems that occur within their suites and bedrooms. Submission of this work order gives permission for the college maintenance personnel to enter your suite if you are not present in order to make repairs.

3.6. **Bedbug Policy.** The staff of Residential Life and Buildings and Grounds is committed to an effective and efficient response to students who suspect they may have bedbugs. For the safety and comfort of all students living in the residence halls, our staff will adhere to the following guidelines:

3.6.1. As soon as a student suspects that they may have bed bugs, they should contact their Residence Director immediately. If another administrator or office learns of a potential bedbug problem, his or her first call should be to the Residence Life Office.

3.6..2. Residence Life will notify Buildings and Grounds as soon as possible so that the College's exterminator can be dispatched to the location to perform a thorough inspection of the room/suite in question. Please note; should a student notify Residence Life staff on a weekend or holiday, the Buildings and Grounds staff would be contacted on the next workday. It is recommended that students contact the Residence Life Staff as early as possible on a regular business day. The exterminator cannot be dispatched on weekends or holidays.

- If the exterminator is unable to respond to the student's room to inspect within 24 hours, Residential Life staff *may* be able to provide a temporary location in which the student can sleep until the inspection can take place. This is based on the availability of space within the residence halls. Any student who is given a temporary relocation is required to wash and dry whatever clothing they need to take with them for the night, and place them in a clean sealed plastic bag. Upon doing that, the student should shower and put on clean clothes. The clean laundry is all the student can take with them to the temporary room. We want to ensure that if there are bedbugs in the student's room, they do not travel to another room with the student.
- Students who report suspected bedbugs on a work day when the exterminator can be dispatched within 24 hours will *not* be granted an immediate temporary room change, nor will they be issued a new mattress until the exterminator has completed the inspection and submitted his/her findings. This is *crucial* so that we can prevent the spread of bedbugs if they are found to be in the student's room and belongings.
- Students, at any time, may not deny the College's exterminator or Buildings and Grounds Staff access to their living space (including their bedroom, suite common space, kitchen, bathroom, etc.)
- It is important for the student to realize that although bedbugs are a nuisance, they do not carry diseases. Students will not be eligible for a discounted room rate if their suite/bedroom becomes infested with bedbugs. Residence Life will take every measure necessary to rid the room/suite of the bedbugs.

3.6..3. Exterminator Findings.

- If the exterminator finds that there are no bedbugs present in the student's room or suite, then no further action will be taken. The student will be asked to continue monitoring their living space, and to notify Residence Life Staff immediately if there are further problems.
- If the exterminator concludes that bedbugs are present in the room or suite, the Residence Life Office will provide the affected student(s) with a detailed list of instructions for the removal and laundering of their personal items. The Office of Residence life provides free laundry service in the halls, and therefore will not will not cover the cost of anything a student wishes to have dry cleaned, or laundered for him/her by an outside vendor.
- Only the College's exterminator can confirm or deny the presence of bedbugs, not student health services or any outside person.

3.6..4. **Steps To Take Before Treatment of the Infected Area.** Students must take the following steps, once bedbugs are confirmed in their living space to prevent the further spread of the infestation.

- Once bedbugs have been confirmed in the living space, all students in that bedroom/ suite will be expected to comply with all of the following instructions within 24 hours:
- All cloth items must be bagged and sealed (tied up) in a clean plastic garbage bag that will be supplied by the Residence Life Staff. Those cloth items, including all bedding, pillows and clothes, that are sealed in the plastic garbage bag must be taken to the laundry room to be washed and dried.

- When the student removes the laundry from the clean plastic garbage bag, the empty bag must be tied off and thrown away. Upon retrieving your clothes from the laundry, they must be placed in a new clean plastic garbage bag and tied off before it can return to the suite. ***The bags should remain tied for the duration of the treatment, and any laundry completed after this initial cleaning should follow this process.***
- The treatment for bedbugs is a spray, and needs to be done in three treatments, spanning one treatment a week, for three weeks. Before the treatment can take place, all bedding must be removed from the beds and placed in the plastic bags as noted above. The exterminator will apply the treatment to the entire suite, in all bedrooms and common areas. The treatment takes about an hour and then the students ***may not enter their suite until four hours after*** the treatment has been completed to allow for drying time. The suite is safe to return to and reside in.
- After the treatment is completed, students may launder their bedding, return it their bed after each treatment, and reside in their room/suite. Clothes must stay bagged and the cleaning process must follow the instructions above for the full three-week period to ensure that the bedbugs are contained and eliminating further spread of the infestation. Once the third treatment has been completed, and the Office of Residence Life receives word that the suite is rid of bedbugs; students may return their clothes to their dressers and closets.
- If a student vacuums at any time during the bedbug process, the contents of the vacuum will need to be bagged and sealed and taken immediately to the dumpster area.

3.6..5. What should I do if I suspect I have bedbugs?

- **Tell Someone Immediately!** Notify a member of the Residence Life staff immediately.
- **Start Preparing Your Space.** Be prepared to follow the written instructions above diligently, to prevent the further spread of bedbugs.

3.6..6. What I should **NOT** do if I believe I have bedbugs.

- **Be embarrassed!** Please do not be. This problem is happening all over the United States. The sooner you notify the Residence Life staff, the easier it will be to treat.
- **Panic!** Please do not panic. Although bedbugs can be annoying, they can be battled safely and successfully if you follow all guidelines given to you contained in this document.
- **Apply Pesticides On Your Own.** Please do not apply pesticides on your own. The College hires a licensed pest control operator to confirm the infestation and to develop an integrated pest management plan.
- **Move Your Mattress or Furniture Out of the Bedroom/Suite.** Please do not move your mattress or any furniture out into the hallway. Infested furniture can be cleaned and treated. Placing infested furniture (particularly mattresses) into common areas or on the street may simply help spread bedbugs to the rooms and suites of other students.
- **Sleep Outside of Your Bedroom or Suite.** Please do not go sleep in a friend's room or in places off-campus, unless you have followed the instructions above. If you actually have bed bugs, you will only spread them to others.

3.6..7. General Bedbug FAQ's. For more information about bedbugs, please refer to this website:

- <http://www.pestworld.org/all-things-bed-bugs/bed-bug-faq/>

4. Residential Student Responsibilities. Residents are expected demonstrate their ability to live in the Residence Halls responsibly by executing the following responsibilities:

- ### 4.1. Respect for individual groups.
- Individuals are expected to maintain respect for individual and group rights and responsibilities. Of the highest priority at all times, is the right of a student to occupy, sleep and study in his/her room or suite with the absence of discrimination, harassment and

bullying. Students who chose to compromise the safety and respect of an individual or group will be subject to student conduct sanctions.

4.2. Compliance with College Officials and Residence Life Staff. All students and their guests are expected to comply with all reasonable instructions from College and Residence Life staff. All students and their guests are expected to show a valid picture ID when asked by a College or Residence Life official. Failure to identify yourself to a College or Residence Life staff member upon request is a violation of the Jamestown Community College Code of Conduct. Any guest or resident entering the residence hall(s) is subject to search by authorized Residence Life personnel.

4.3. Quiet Hours. The Hillside Suites Residence Halls are 24-hour quiet hour facilities, seven days a week. Quiet hours are defined as a time during which all sound must be contained within a suite. Quiet hours pertain to the interior and surrounding areas of the residence halls. Residents have the right to ask (with the expectations of compliance) that fellow residents hold noise to a level that he/she will not be able to hear. If a resident does not comply with the request by a fellow resident or staff member, student conduct action may be taken.

4.4. Cleaning of Suite/Bedroom/Lounges/Common Areas. All residents are responsible for maintaining the cleanliness of the bedroom and suite, which they occupy. In addition to maintaining the cleanliness of their suite/bedroom, residents are responsible for cleaning up after themselves in the lounges and other common areas of the residence halls. Regularly scheduled health inspections will be announced ahead of time and cleaning charges may apply if a member of the Residence Life staff deems the condition of the suite inappropriate.

4.4.1. Garbage. Residents are responsible for disposing of their own garbage, and securing it in the provided dumpster container located outside of each residence hall.

4.4.2. Recycling. Residents are required to practice sustainable habits by utilizing the recycling bins located within the residence halls. Residents will be billed for lost, stolen or damaged bins.

4.4.3. Storage. Storage of motorcycles, mopeds or bicycles in the building or suite is prohibited.

4.5. Mandatory Floor/Hall Meeting Attendance. During the semester, certain floor and hall meetings will be designated as “mandatory” by the Residence Life staff. Residents must attend mandatory hall/floor meetings with their Resident Assistant and/or Residence Director. Failure to attend these meetings could result in missing valuable information and it will be the responsibility of the resident to retrieve the information missed. Residents will be held accountable for any information disseminated.

4.6. Lockouts. It is the responsibility of the residents to lock their doors and possess their keys at all times. It is understandable that sometimes mistakes are made and keys are accidentally misplaced or left in the suite/bedroom and a student is locked out. Please follow the following procedures:

- Residents who are locked out should contact the RA on duty. If an RA cannot be contacted, they should contact their RD.
- Residents must present their ID at the time of the lockout.
- Residence Life staff will only let residents into their assigned room/suite. No access will be given to other resident’s rooms.
- Residence Life staff will not unlock doors for guests.
- Residents are required to verify that they are in possession of their keys when they are let into their suite/room. If they do not have their keys, they will incur lost key charges of \$50 per key.
- ***Lockout assistance will be completed at the earliest time feasible to the Residence Life staff.***

- Those students who repeatedly require the assistance of the Residence Life staff to unlock their suite/bedroom may incur charges and/or community service hours after the second lock out.

4.7. Maintenance Requests. If anything in the Hillside Suites Residence Halls needs repair, students are to complete the maintenance request online by visiting: <https://www.sunyicc.edu/student-life/residence-life/jamestown/residence-life-maintenance>. All maintenance requests will be addressed as soon as possible; higher priority is given to more severe repairs. Students also need to be aware of the following:

- If a request has been submitted and repair work has not been completed in five days, please notify your RA or RD immediately.
- **Any maintenance issue that deals directly with water, electricity or natural gas should be reported immediately to the RD or the RD on duty. These are considered emergency situations and need to be repaired immediately.**
- Failure to report maintenance problems could result in residents being held responsible for any resulting damages.
- All repairs must be completed by authorized college personnel only. Any unauthorized repairs may result in judicial action.

4.8. Suite Agreements. The Residence Life staff will assist residents with establishing community living standards within their suites by conducting suite agreement meetings as necessary. Once a suite agreement form has been filled out and signed by all parties, failure to comply with the agreement may result in further documentation and a possible conduct violation.

4.9. Room Changes. Residents may not change rooms without the prior approval of the Director of Residence Life. If residents are experiencing difficulties in their room with their suitemates, they must first contact their Resident Assistant to schedule a suite meeting to fill out the suite agreement form. If the agreement is not followed, a meeting will be scheduled with the Residence Director, for further mediation. If that process, over a given period of time, does not resolve the issue a room change can be discussed if space allows. Room changes will not be granted during the first two weeks of the fall semester, or the last four weeks of the spring semester.

4.10. Medical Transport Policy. If you are transported to the hospital for any reason, the emergency contact you provided to the Office of Residence Life will be contacted by a member of the Residence Life staff. You will be required to follow up with Health Center the following business day. Depending on the severity or nature of the incident, follow up may be required prior to your re-admittance to the residence halls. Please refer to the Code of Conduct, Section 8 Policy Regarding Return to Campus after Emergency Medical Evaluation/Treatment located in the Constitution of the Student Body for more information.

5. Responsibility for Unit Use. It is necessary to emphasize the responsibility that each student must assume for his/her suite and bedroom. Each student can be held responsible for any activity or any violation that occurs in his/her suite and/or bedroom whether or not he/she is present.

5.1. Building Security. It is the responsibility of all residents to maintain building security. All Hillside Suites Residence Halls are locked on a 24-hour basis. Separate electronic access control is in effect in all residence halls. Only those students who are assigned to a that hall, the Residence Life staff and select College officials have access to gain entrance into that hall.

- 5.1..1. Personal Property Loss and Claims.** FSA is not responsible for loss of or damage to personal property of residents, and does not carry insurance on residents or their property. Personal property insurance may be available through a resident's homeowners insurance policy (residents and their families should check with their insurance carrier), or through individual purchase of personal property protection program. The resident acknowledges that items left in the premises after vacating or termination of housing license agreement shall be deemed abandoned property and immediately disposed of by FSA, in its sole discretion. Any costs incurred by FSA associated with such disposal will be the financial responsibility of the resident abandoning the property. There is no obligation on FSA to store any items deemed as abandoned left in the licensed space, nor to reimburse the resident for any loss.
- 5.1..2. Locking Suite and Bedroom Doors.** Each resident is responsible for keeping their suite and bedroom door locked when they are not present in the area. FSA is not responsible for loss or theft of personal property in the residence halls.
- 5.1..3. Lost Keys.** If a resident loses a key issued by the residence life staff, it may only be replaced by reporting the loss to the Residence Director. In such cases, the resident will be billed for the cost of re-keying the suite. Keys returned by residents at checkout that are not the same keys issued by JCC will also necessitate the re-keying of the suite with assessment of charges to the resident responsible. All keys remain the property of FSA. **Duplication is strictly prohibited.**
- 5.1..4. Sharing of ID or Keys.** Allowing someone to use your JCC ID card or keys to enter a building, suite or bedroom is strictly prohibited. Residents in violation of this policy will be subject to student conduct sanctions.
- 5.1..5. Lost JCC ID.** If a resident loses their JCC student ID, they must report this immediately to the Residence Director to be deactivated in the system. A new ID can be obtained from the FSA office, and charges of \$20 may apply.
- 5.1..6. Propping Doors Open.** The propping open of any building access or entrance door (including suite doors leading into the hallway) is strictly prohibited.
- 5.1..7. Windows.** Entering or exiting the residence halls through a window, dropping/throwing objects from windows, leaning out of windows or placing property on a windowsill or building ledge is prohibited. Student conduct sanctions will be imposed for individuals who choose to violate this policy.
- 5.1..8. Window Screens.** Removal of existing window screens is prohibited. Any resulting damage will be assessed to the occupants and may result in student judicial action.
- 5.1..9. Room Furnishings.** Each resident suite and room is fully furnished.
- Mattresses are to be used only on the provided bed frames, and must remain in resident's rooms at all times.
 - Room furniture may not be dismantled at any time, for any reason and must stay in a resident's personal bedroom.
 - Suite common area furniture may not be placed in a resident's personal bedroom.
- 5.1..10.** Furniture from the building common areas may not be placed in a resident's suite or bedroom at any time.
- 5.1..11. Camera Surveillance.** It is important for residents to be aware that most public areas are under 24-hour camera surveillance.

5.2. Alterations. Residents shall not alter the suite or bedroom. Residents may not move, remove, disconnect, or install fixtures, furniture, equipment or appliances situated therein without the written approval of the Director of Residence Life.

5.2..1. Ceilings. Ceilings may not be disturbed in any way. This means you may not attach any items to the ceiling (such as stickers, nails, hooks, flags, etc.) as it interferes with the proper function of the fire/smoke detection and prevention devices.

5.2..2. Furniture Removal. Furniture must be left in the suite, bedroom or common areas to which it has been assigned.

5.2..3. Painting. Residents are prohibited from painting or permanently altering suites, bedrooms or furnishings in any way.

5.3. Suite Decorations. Residents may not damage any surfaces of furniture, or walls, when decorating their room. Any decoration must be non-combustible or flame retardant. It is recommended to use tacks/push pins or 3M Command Adhesive™ products. Do not use scotch or masking tape, sticky gum like adhesive substances or stickers, as this will cause damage to the paint and walls.

5.3..1. Combustible materials such as posters, pictures, etc. are limited to 20% of available wall space in each suite and bedroom. Students must adhere to New York State and the City of Jamestown building and fire codes.

5.3..2. Wall decorations cannot cover windows, and must be at least 18 inches below the ceiling height.

5.3..3. Non-combustible material is not allowed on any ceilings or on the inside of any door.

5.3..4. Fabric, including sheets, canopies, fishnets, tapestry, etc. used as decorations is prohibited.

5.3..5. Items are not allowed to be hung or placed over light fixtures, sprinkler heads or smoke detectors.

5.3..6. Curtains are prohibited.

5.3..7. Floor rugs, (other than in the kitchen or bathroom areas) are prohibited.

5.4. Electrical Appliances. Use of electrical equipment (i.e. stereos or subwoofers) to the serious detriment of other residents may result in withdrawal of the privilege of using such equipment. Use of an amplifier is prohibited within the building.

5.5. Cooking. Each suite is provided with an adequate cooking facility. Cooking is allowed only in the suite kitchen areas. Residents are encouraged to cook with the kitchen appliances provided in the residence halls. Residents shall take full responsibility for the appliances use and functioning during the course of their occupancy. Misuse, damage, and/or injury incurred or caused by the residents are the sole responsibility of the residents. It is expected that residents wishing to cook will apply all fire safety precautions and observe good cooking practices. ***It is recommended that residents regularly clean the stove drip pans to prevent residue build up that could result in excessive smoke or fire.*** Residents will be held financially responsible for any building fire alarm activation or related damages resulting from negligence while cooking, or misuse of appliances.

5.5..1. UL approved sealed-unit microwave, coffee makers and toasters are allowed in to be used in the kitchen area only. The use of any other cooking appliances with an open heating element and/or no on/off switch are prohibited in all suites, including, but not limited to, hot plates, toaster ovens, George Forman and similar grills, electric fry pans, waffle, sandwich and quesadilla makers, oil fryers or auxiliary heaters, and will be removed from student suites/rooms if found.

5.6. Commercial Activities and Solicitations. Solicitations and sales by residents and others are prohibited within the residence halls. The use of residence halls, suites, and FSA property for

commercial activities is prohibited. Reasonable fundraising activities for the benefit of College organizations or other non-profit groups are subject to approval by the Director of Residence Life. Gambling in the residence halls is also prohibited.

5.7. Posting Promotional Materials. The office of Residence Life must approve all promotional material posted or distributed in the residence halls. Only events that meet one or more of the following criteria will be allowed to be advertised in the residence halls, all others will be removed:

- Sponsored by a recognized JCC club, organization or department.
- A function taking place on any JCC Campus
- Promotional materials that were approved by the Residence Director

5.7..1. General Posting Specifications include:

- Standard size of 8.5” x 11” for flyers is encouraged with a maximum of 22” x 28” allowed
- Postings will be placed in appropriate approved areas secured with appropriate materials
- Discriminatory or derogatory material based on race, ethnic origin, gender, disability, age, religion, or sexual orientation will not be accepted or tolerated
- Posting should not imply consumption of alcohol or contain sexually explicit material
- It is the responsibility of the requesting person to make the appropriate number of copies needed for posting
- Nothing should be slid under room/suite doors or posted in front of doors of any building or individual suite/room doors.

5.8. Recreation/Other Activity. Recreational activity within and around the Residence Halls shall be governed by the Residence Director.

5.8..1. Sports. Activities that could be injurious to facilities or grounds including but not limited to sports of any kind, are prohibited in suites and common areas, including hallways, stairwells and grounds surrounding the residence halls.

5.9. Facility Use Requests. Reservation requests are required for all use of space for formal and informal activities by residents. Residents must submit requests for use of common area facilities, including approved fundraisers, to the Residence Director for approval.

6. Guest/Visitation (Day and Evening). The residence hall policies and regulations related to guests and visitors exist to allow residents to have guests in a manner that does not infringe upon the comfort or rights of the other residents in the suite. A resident’s right to privacy and comfort takes precedence over the community member’s privilege to have guests. It is important for suitemates to discuss visitation and to arrive at an agreement acceptable to all roommates in the suite. **A guest is defined as any person who is not a designated resident of the building, suite or bedroom they are visiting.** To ensure an appropriate level of security in the building, the following procedures are set in place:

6.1. Residence Hall staff may, at any time and for any reason, deny person(s) access to the residence halls and/or require person(s) to leave College property.

6.2. Any guest or resident entering the residence hall(s) is subject to search by authorized personnel.

6.3. All guests must contact their host to be signed in.

6.4. Residents will be limited to signing in two (2) guests

6.4..1. There is a 12 person occupancy limit on 4-person suites

6.4..2. There is a 15 person occupancy limit on 5-person suites.

6.5. All guests, including parents and family members, will be required to sign in at the Resident Assistant office or front lobby. Guests must possess a valid photo ID (driver’s license, college ID, State ID, ***High School ID’s will not be accepted***), be 17 years of age or older and be signed in at the

Resident Assistant office or front lobby between the hours of 9:00 p.m. and 3:00 a.m. Sunday through Thursday, and 9:00 p.m. and 5:00 a.m. on Friday and Saturday. The Residence Director on duty will make any exceptions.

- 6.6. Hosts will be required to bring their JCC ID to the Resident Assistant's office of the front lobby when signing in guests.
- 6.7. Unregistered guests may be asked to leave and not return to the residence halls as determined by the residence life staff.
- 6.8. Parents may visit, but are prohibited from staying overnight in student rooms at any time, and must vacate the halls prior to 9:00 p.m.
- 6.9. For the safety and security of the guest and the resident, guests must be in the presence of the host resident at all times, including escorting them throughout the building.
- 6.10. A resident host assumes responsibility for the behavior and activities of his/her guest(s).
- 6.11. Guests are subject to the same policies, regulations and expectations of their host when on College property or attending any College sponsored event. The host has the responsibility of informing their guest(s) of such policies, regulations and expectations.
- 6.12. Residents signing in a guest as an overnight guest must do so at the time of registration at the Resident Assistant office or front lobby.
- 6.13. Overnight guests are permitted, but may not spend more than four nights in a two-week period, regardless of what residence hall they are signing in as a guest.
- 6.14. Permission from the Residence Director must be granted if a guest wants to stay more than two consecutive nights, or more than four nights in a two-week period.
- 6.15. Guests who fail to sign out of the residence halls prior to the end of desk operations will be considered an overnight guest.
- 6.16. The Residence Life Staff reserves the right to override permission for an overnight guest and deny that individual the privilege of spending the night in a resident's room or suite.
- 6.17. Guests under the age of 17 are not permitted unless special circumstances exist as determined by a Residence Director.

The visitation policy will be strictly enforced. Residents will be subject to student conduct sanctions and/or a fine, if the guest visitation period is exceeded or any of the above regulations are violated. The storage of guest/visitor property within the units is prohibited. Guests may not use a resident's keys or ID to gain access to the building, suite, and/or bedroom. Guests that are JCC students can be held accountable for their actions through the JCC Student Code of Conduct as outlined by the Constitution of the Student Body. If a guest creates a disruption and affects a roommate, suitemate(s), other residents, or the community, they may be asked to leave the halls and the resident may be held accountable for their actions. In cases where a guest damages property or violates hall/college policy, the resident host may be subject to student conduct sanctions and/or restitution. This includes items found during search.

Any guest can be asked to vacate the residence halls at the discretion of a Residence Director, Director or Residence Life or the Vice President of Student Development at any time. Failure to vacate the premises upon request may result in issuance of a persona non-grata or trespass warning with prohibits future visits to the residence halls as well as the immediate area surrounding the residence halls. Failure to abide by this issuance may result in the arrest of the individual and judicial action upon the host.

7. Alcohol and Other Drugs. The use, sale, transfer, possession, or knowingly in the presence of alcoholic beverages in the residence halls or on College premises is prohibited, regardless of age. No alcohol beverage containers, related decorations, drinking game devices or paraphernalia are allowed

in the residence halls or on the College premises, regardless of age, and will be removed from the suite and/or bedroom.

Individuals involved with the illegal possession, use, sale, transfer, or knowingly in the presence of any illegal drugs or controlled substance, including those used for medical purposes, may be dismissed from the residence halls without refund. All drug paraphernalia is prohibited and will be confiscated. Drug-related violations may result in criminal charges, in addition to the residence hall and student conduct action. *All residence life offenses and consequences (violations) remain part of a student's record for the duration of his/her JCC residential experience.*

8. Fire Safety Rules. The residence halls are equipped with many safety features. In addition, annual fire safety inspections are conducted by local and state officials. For the protection of the residents, residence halls are equipped with smoke and fire detection, sprinkler systems and fire extinguishers.

8.1. Fire Safety Standards. §6438 of New York State Education Law requires notification of fire safety standards and measures in all college-owned or college operated housing. To facilitate compliance the following information is provided about every JCC student residence hall:

- Every residence hall has an interior fire alarm system with detection throughout the building, including detectors in every sleeping room;
- Every residence hall has an interior fire alarm panel which is connected to a central station (Simplex) who then contacts the Jamestown Fire Department; and
- Every residence hall has automatic wet sprinklers throughout the entire building.

Additional fire safety information may also be found in the annual Clery-Fire report on the JCC website at: <http://www.sunyjcc.edu/student-life/campus-safety>

8.2. Tampering with Fire Safety Equipment. Tampering with fire safety equipment is a criminal offense. Any failed or successful attempt to dismantle or bypass any of the fire safety features within the residence hall or suite is prohibited and a violation of the On-Campus Living Policies as well as a violation of New York State Law. This includes, but is not limited to, security cameras, building access doors, exterior and interior safety lights, sprinkler system and fire alarm system. Persons apprehended may be prosecuted in the criminal court.

8.3. Fire Code Regulations. Residents are expected to observe fire code regulations. Violators of these regulations are subject to student conduct action, payment of any damages, and fines. The fine for setting off a smoke or fire detector, sprinkler system or fire extinguisher within a building because of negligence, misuse or abuse can range from \$100 - \$1000 plus the cost of damages.

8.3.1. Any personal items that are in violation of the fire code will be confiscated and tagged.

8.3.2. The Residence Life Staff will dispose of all confiscated items that are not picked up in thirty (30) days.

8.3.3. Residents may be subject to a fine.

8.3.4. All doors (including stairwell) doors leading into hallways should be kept closed.

8.3.5. Hallways (main and inside of the suite) must be kept clear at all times. Furniture and personal belongings such as trunks, boxes and drying racks may not be placed in the hallways.

8.3.6. Ceiling hangings of any description are not permissible, as they interfere with the proper function of the fire/smoke detection and prevention devices.

8.3.7. Bedroom furniture must allow at least a 36 inches clear walkway from the opposite side of the bedroom of common area door.

8.3.8. Wall decorations are limited to 20 percent of each wall of the room. They cannot cover windows, such as blankets or tapestry, and must be at least 18 inches below the ceiling height.

- 8.3..9. Lighting or heating devices that produce an open flame are prohibited in the residence halls. This includes but is not limited to candles, kerosene lamps, and lamps with upward facing globes, such as a torchier lamp. No hot plates or toaster ovens, George Forman and similar grills, electric fry pans or auxiliary heaters are to be used; coffee pots and microwaves should only be on the kitchen counter.
- 8.3..10. Bicycles or motorized vehicles (motorcycles, mopeds, and motorbikes) are not permitted in the residence halls at any time.
- 8.3..11. In accordance with New York State fire code, the following are prohibited in the residence halls: natural trees, wreaths, paneling, wallpaper or similar coverings, open-element or liquid-fueled (kerosene, propane, gas) space heaters, and hazardous trash accumulation, combustible liquids such as gasoline, turpentine, charcoal lighter fluid, diesel fuel, liquid propane tanks or cylinders and self-starting charcoal.
- 8.3..12. Flammable holiday decorations, such as live trees (cut or balled), wreaths made from pine boughs, and untreated bunting are not permitted in the residence halls.
- 8.3..13. Extension cords are prohibited. Only U.L. listed power strips with a circuit breaker and power surge protection are permitted. Power strips may not be used in a series to gain greater lengths and ceiling fixtures may not be installed. Electrical cords may not be used unsafely (under carpets, in pathways or taped down). Spliced, taped or frayed cords must not be used. Multi-outlet devices such as adapters, cubes, plug-in air fresheners etc., are prohibited.
- 8.3..14. Do not leave food unattended in the microwave, on the stove or in the oven.

9. Fire Evacuation Procedures. The fire alarm system is connected directly to Simplex and monitored 24 hours per day. In the event of an all-building alarm, the Jamestown Fire Department will be dispatched to the residence halls.

9.1. Fire Alarm. When the alarm sounds, all occupants must vacate the building using the nearest exit as quickly and safely as possible and meet in the circle outside of the Hultquist Library. In the event of inclement weather, students should meet in the Student Union in the Hamilton Collegiate Center. Please do not leave the campus until you have been accounted for.

- 9.1..1. The Jamestown Fire Department will ensure that the building has been properly evacuated.
- 9.1..2. Any resident found in the building during an alarm will be subject to student conduct sanctions and possible fines.
- 9.1..3. The Jamestown Fire Department will determine when it is appropriate to return to the building. Under no circumstances should you return to the building unless you are told to do so by the Fire Department, or a Residence Life staff member acting for the Fire Department.

9.2. Fire Safety Sanctions

9.2..1. Building Fire Alarm Activation.

- First time violation: \$200 fine and residence hall probation issued to the suite or responsible residents.
- Second time violation: \$500 fine and referral to the Office of Residence Life and possible suspension or removal from the residence halls.
- Third time violation: \$1000 fine and referral to the Vice President of Student Development and suspension or removal from the residence halls.

9.2..2. Failure to Evacuate

- First time violation: \$200 fine and residence hall probation and an educational project
- Second time violation: \$300 fine and referral to the Office of Residence Life and possible suspension or removal from the residence halls.

- Third time violation: \$500 fine and referral to the Vice President of Student Development and suspension or removal from the residence halls.

9.2..3. Intentional Fire Alarm Activation or Tampering with Fire Safety Equipment Signs/Apparatus

- First time violation: Minimum \$500 fine and referral to the Office of Residence Life and possible suspension or removal from the residence halls.
- Third time violation: Minimum \$500 fine and referral to the Vice President of Student Development and suspension or removal from the residence halls.

9.3. Smoking in the building. Jamestown Community College is a tobacco free campus. Smoking is prohibited within the Residence Halls. This includes cigarettes, cigars, aromatic cigarettes, herbal cigars, hookahs, electronic cigarettes and burning candles or incense. In addition to this, possession or use of any tobacco products, including any form of smokeless tobacco within the residence halls is prohibited. Regardless of alarm activation, if it is determined that smoking has occurred inside any part of the suite, all residents may be subject to the student judicial action.

9.4. Fire Safety Tips.

- Treat every alarm as an emergency and exit the building immediately using the nearest fire exit.
- Before leaving the room, touch the door to see if it is warm. If the door is warm, DO NOT open the door. If possible, put a damp towel along the bottom of the doorway. If the door is not warm, crack the door open to see if there is smoke.
- If you cannot get out of the room and your room is filled with smoke, put your head out the window to breathe. Wave a towel or other object to let firefighters know you are trapped.
- Put a damp towel over your mouth and nose to keep from inhaling smoke.
- Crawl or stoop low on the floor to avoid smoke inhalation.
- If you are trapped and there is a phone nearby, call 911.
- Close doors and windows behind you to help prevent the spread of fire. Do not lock the doors.
- Do not use the elevators.
- Call 911 to report the fire from a safe location.

10. Damages and Vandalism. Residential students are responsible for any loss/damage to personal property, College property, or property of the Faculty Student Association. Anyone that causes damage whether intentionally or by accident must report the incident to their Residence Director. Charges will reflect actual cost as determined by the Residence Director or the Director of Residence Life. A list of common charges is listed in Article 11.6 below.

10.1. Suite Condition Report. Each resident must complete and sign a *suite condition report* provided by the Residence Director or Resident Assistant within 24 hours of occupying a suite. This must be completed for the original suite/room assignment or following a suite/room change. This form, when countersigned by a residence life representative, is the basis for assessment of any damage and/or loss attributable to the resident at the termination of occupancy. Failure to complete, sign, and return the form will result in the resident's assumption of responsibility for any damage evident in the bedroom or suite.

10.2. Assessment Charges for Room Damage. The Residence Director and/or the Director of Residence Life through the FSA office will invoice residents responsible for damage or losses in their bedroom directly to the student. Where two or more residents occupy a room, and where determination of specific responsibility for the damages or losses cannot be determined, an

assessment will be made against both equally. Failure to rectify damage charges within a specified amount of time will result in a financial hold being placed on a resident's college records.

10.3. Assessment Charges for Common Area Damages. An attempt will be made to identify residents responsible for loss of damages. Any damage to common areas that cannot be attributed to individual resident(s) will be considered the joint responsibility of the residents of that suite. The repair/replacement cost will be charged to the residents by dividing the total cost equally by the number of residents in that suite. Failure to rectify damage charges within a specified amount of time will result in a financial hold being placed on a resident's college records.

10.4. Assessment Charges for Public Areas. Damage in public areas of residence hall buildings will be assessed at the discretion of the FSA.

10.5. Housing deposit Refund Procedure. The housing deposit will be refunded within ninety (90) days of the expiration of the Housing License Agreement provided damage charges have been paid in full and there is no additional damage or housing related fines/charges. If the damages exceed the amount of the housing deposit, the student will be personally responsible for the remaining balance, and have a financial hold placed on their account. Damage in public areas of residence hall buildings will be assessed at the discretion of the FSA. Students will receive an email from the Office of Residence Life, outlining damage assessments to their JCC email account. Students will have five business days to appeal charges, via email.

10.6. Outstanding Fees. Any outstanding fees will result in a hold placed on the resident's account, preventing adjustment of class schedule, registering for classes or obtaining a transcript. Unresolved balances may be referred to a collection agency and residents will be responsible for all associated collection fees. Any outstanding balances between semesters will prevent a resident returning early for classes or athletic reasons.

10.7. Renter's Insurance. Although it is not mandatory, we recommend all residents obtain renter's insurance to protect their belongings in the event of theft or damage. FSA will not compensate residents for loss or theft of personal property in the residence halls.

10.8. Approximate Repair Cost for Commonly Damaged Items.

• Bedroom door/door frame	\$350.00 – \$500.00
• Box spring	\$150.00
• Carpeting (\$ per square yard)	\$30.00
• Chair (upholstered)	\$600.00
• Clean appliance (oven, stove, refrigerator)	\$25.00 each
• Clean bathroom	\$25.00 (per person)
• Clean bedroom	\$25.00
• Clean common area in suite	\$25.00 (per person)
• Closet Door replacement	\$25.00
• Closet Drape replacement	\$50.00
• Coffee table	\$250.00
• Desk	\$200.00
• Desk Chair	\$100.00
• Dining chair	\$100.00
• Dining table	\$300.00
• Dresser	\$250.00
• End table	\$175.00
• Entertainment stand	\$250.00

• Light cover	\$15.00
• Light fixtures	\$50.00
• Mailbox Key	\$50.00
• Mirror	\$200.00
• Mattress	\$150.00
• Paint repair	\$25.00 per wall
• Refrigerator	\$800.00
• Remove trash	\$25.00 per bag
• Remove personal items	\$25.00 and up
• Room/Suite Key	\$50.00
• Smoke/CO2 detector	\$100.00
• Sofa (upholstered)	\$900.00
• Thermostats	\$50.00
• Toilet paper dispensers	\$35.00
• Towel bar	\$25.00
• Wall damage	\$25.00 - \$200.00
• Window blinds	\$50.00 per window
• Window blinds slat	\$5.00 each
• Window glass	\$95.00 - \$400.00
• Window screen	\$75.00

11. Prohibited Items. The following are prohibited in or around the Residence Halls and violators are subject to immediate action and/or removal by College or FSA Personnel. The Office of Residence Life reserves the right to authorize personnel to confiscate any prohibited item or item deemed to be a danger to the individual, other residents or College property at any time. Confiscated items must be picked up by the resident within thirty (30) days of confiscation for the purpose of taking the item off-campus (Not including illegal substances or alcohol). Residents are responsible for any charges related to confiscated items, including, but not limited to, storage or transport. The Office of Residence Life staff may dispose of all confiscated items, which are not picked up and taken off campus.

- 11.1. Alcohol advertisements, signs and/or potentially offensive material in public viewing areas (including windows, hallways and doors)
- 11.2. Animals or pets of any kind, including snakes and turtles. Small five (5) gallon fish aquariums are permitted, one per resident.
- 11.3. Any type of smoking substance or inhalant, any tobacco products (cigarettes, cigars, chewing tobacco or other form of smokeless tobacco and electronic cigarettes)
- 11.4. Candles (with or without wicks; decorative or otherwise), fireworks, explosives, charcoal/gas grills, oil lamps, incense or any combustible device (i.e. gasoline, benzene, flammable liquids, chemicals) that could constitute a fire hazard. The use of storage of helium and propane tanks is prohibited
- 11.5. Firearms, weapons, ammunition, knives, chukka sticks and other dangerous objects. This includes but is not limited to: B-B guns, paintball guns, archery equipment
- 11.6. Dartboards of any kind including magnetic, felt or plastic tipped darts
- 11.7. Electric blankets or air mattresses
- 11.8. Electronically amplified instruments, including DJ equipment and drum sets
- 11.9. Extension cords or multi-plug air fresheners (power strips and surge protectors are permitted)

- 11.10. Exterior television, radio antennas or satellite dishes. Any object that protrudes from a window or attaches to the exterior of a residence hall.
- 11.11. Federal, state, college, local or other signs
- 11.12. Halogen lamps, black lights, lava lamps or other high-intensity lamps including torchier lamps, spider lamps or any upward facing bowl lamps.
- 11.13. Hot plates, toaster ovens, George Foreman and similar grills, electric fry pans, waffle, sandwich and quesadilla makers, oil fryers or auxiliary heaters and refrigerators exceeding 4.5 cubic feet
- 11.14. Indoor use of any athletic or recreation equipment, any hall sports/gaming, water/food fights, or horseplay, including bouncing or throwing of any type of ball, skateboarding or utilization of any other recreational device with wheels.
- 11.15. Kegs and beer balls, alcohol cans/bottles (full or empty), beer pong tables or balls, funnels, shot glasses or any other item affiliated with the consumption or possession of alcohol (including those beers designated as “non-alcoholic”)
- 11.16. Live-cut Christmas trees and flammable decorations
- 11.17. Neon signs
- 11.18. Strings of lights (including holiday and rope lights)
- 11.19. Waterbeds, air mattresses, hot tubs, Jacuzzis and non-college lofts, bricks of any composition and cinder blocks. Plastic bed risers are permitted.
- 11.20. Weightlifting apparatus (barbells, free weights, exercise machines, pull up bars, etc.)
- 11.21. Radio, Television and Wireless routers from external providers; includes wireless printers that create interference with JCC access points
- 11.22. Personal mattresses, without medical documentation
- 11.23. Any outside furniture such as chairs, fabric covered items. Plastic totes/drawers are permitted
- 11.24. Tattoo equipment may not be used in the residence halls
- 11.25. Vehicles. Storage of motorcycles, mopeds, or bicycles in buildings is prohibited.

12. Residence Hall Procedures for Handling Allegations of Misconduct.

The purpose of the conduct process is to promote and maintain a healthy community where shared values, expectations and behavioral standards are set by the residence hall community. Residential Life staff members who work with the conduct process have a major role in educating residents regarding what is expected of them as members of a civil and responsible community and to make wise choices. The Residence Life staff will investigate all incidents within the purview of the Residence Life Program. Every student alleged to be involved in misconduct will be afforded due process. Pending action on the charges, the status of a student should not be altered, or his/her right to be present on the campus and to attend classes suspended, except for reasons relating to the safety and well-being of students, faculty, or other members of the college community or college property as determined by the appropriate college administrator. All residence life offenses and consequences remain part of a student's record for the duration of his/her JCC experience.

12.1. Notification of Incident. When a residence life staff member is notified of a possible violation(s) of the On-Campus Living Policies, or the Student Code of Conduct, as outlined by the Constitution of the Student Body, an incident report will be created and forwarded to the Director of Residence Life, or designee. The Director of Residence Life, or designee, will either: 1. Refer the matter to the Vice President of Student Development, or designee; 2. Conduct an Administrative Investigation pursuant to section 12.4; or 3. Assign an appropriate Conduct Officer. The Conduct Officer shall include but not be limited to the following members of the College community: Residence Director(s), Residential Conduct Council, and/or a member of the College Wide Safety and Security Office.

12.1..1. Conduct Meeting. Students will be notified within five (5) class days of receipt of an incident report via college g-mail about a meeting that will commence with the any of the following staff members or committees; Conduct Officer(s), Residential Conduct Council, Director of Residence Life, or his/her designee, a member of the College Wide Safety and Security Office, or the Vice President of Student Development, or his/her designee. At this meeting, the alleged violation(s) will be presented to the accused student and the accused student will be afforded the opportunity to share their side of the story. A discussion of the wise choice process will take place.

The accused student is required to be present at this meeting. If the accused student fails to attend the scheduled meeting, the Conduct Officer will then investigate to determine why the student did not attend the meeting. If the Conduct Officer determines that the absence is inexcusable, the student will forfeit the ability to present information about the incident on his/her behalf and the Conduct Officer will review the information that has been presented to make a decision on the outcome of the incident.

12.1..2. Result of Investigation. As a result of the Conduct Officer's investigation and/or meeting with the accused student, the Conduct Officer may conclude the following:

12.1..2...1. the Conduct Officer may dismiss the allegation as unsubstantiated based on the evidence presented and the report will be filed in the student's educational record until the completion of their education at Jamestown Community College; or

12.1..2...2. if the allegation(s) has been substantiated based on the evidence presented, the Conduct Officer may:

12.1..2...2.1. offer the accused student the option to resolve the matter through an Informal Resolution Process (see section 12.2); or

12.1..2...2.2. If the accused student's situation involves repeated, multiple, or serious violation of the policies outlined in the On-Campus Living Policies, or Student Code of Conduct, Residence Life may convene a Formal Residential Conduct

Committee Hearing (see section 12.3) or an Administrative Hearing (see section 12.4) at the discretion of the Director of Residence Life, or designee.

12.2. Informal Resolution Process. The informal resolution process provides accused students with the ability to resolve conduct violation(s) with the Conduct Officer outside of a formal hearing when the terms of the resolution are mutually agreed upon. Through the process:

12.2.1. The Conduct Officer may conclude that, based on the evidence presented, the accused student violated the policy/policies outlined in the above-mentioned documents and offer corresponding sanctions during a second conduct meeting. The accused student may choose to accept the Informal Resolution by 1) not disputing the alleged violation(s), 2) waiving the right to a Residential Conduct Committee Review Board or Administrative Hearing, and 3) accepting the sanction(s) outlined. Decisions reached through this process are final and the right to appeal is waived based upon the accused student's acceptance of the resolutions. The Conduct Officer will send a Notice of Violation to the student through the College g-mail account stating they have been found in violation of policy/policies. This email may also articulate secondary sanctions that could include anything from the list of defined sanctions in section 12.5. This will remain as part of the student's educational record for a period of seven (7) years after a student leaves Jamestown Community College.

12.2.2. The accused student may choose not to accept the terms of the Informal Resolution. In such situations, the accused student chooses to have responsibility for the violation(s) determined and, if indicated, appropriate sanctions assigned in a Formal Hearing conducted by the Residential Conduct Committee (see section 12.3).

12.3. Formal Residential Conduct Committee Hearings. An email will be sent through the College g-mail that shall constitute full and adequate notice of the location of the hearing, outline of the charges and type of hearing as outlined below no later than three (3) days prior to the hearing. Residential Conduct Committee Hearings may be convened in any of the following circumstances:

- When an accused student does not accept the Informal Resolution as described in section 12.2.2;
- When an accused student fails to comply with the requests made within the Informal Resolution Process (i.e., failure to attend conduct meetings, incomplete sanctions, etc.); or
- When an accused student has repeatedly violated the On-Campus Living Policies or Code of Conduct, as outlined by the Constitution of the Student Body;

The Residential Conduct Committee (RCC) consists of elected student representatives residing in the residence halls, with each residence hall represented, and a Resident Assistant serving as the Chairperson. Once elected, the RCC will serve for the entire academic year, unless they no longer reside in the residence halls or have been dismissed from the committee. In cases where there may be a conflict of interest, the student panel member's replacement may be appointed by the professional residence life staff member who advises the committee.

The hearing will be closed except to:

- the person charged,
- his/her advocate (two maximum), Lawyers are not permitted at the hearing,
- the accuser,
- witnesses at the time of their testimony,
- RCC members

12.3.1. Hearing Panel Procedure

- The Chairperson shall initiate the hearing by reading the allegations aloud.
- The accuser presents evidence and/or testimony supporting the charges.
- The accused presents evidence and/or testimony refuting the charges.

- At the conclusion, the accuser and the accused will have the opportunity to summarize their remarks.

If witnesses are giving testimony, the person calling that witness may question the witness first (direct examination), and then the opposing side may cross-examine the witness. It shall be the discretion of the Chairperson to rule, if necessary, about the relevance or duration of questioning and of concluding statements.

Written statements in lieu of being present are not encouraged, but will be allowed. Such written statements can be challenged, but not defended. The chair will determine the relevance of the written statement. Advocate(s) may attend the entire hearing, but will not speak to the panel directly.

Panel members may ask questions of anyone providing testimony for purposes of clarification. After presentation of evidence, panel deliberations shall be held in private. Majority vote will decide the case. In the case of a tie vote, the Chairperson will cast the deciding vote.

The College will maintain a record (a tape recording) of the hearing. Thereafter, the record will remain the property of the college. In the event of an appeal, the accused and/or accuser will have access to the record.

If the accused or accuser fails to attend the scheduled hearing, the hearing will be held in their absence. The accused will be assumed to have entered a claim of Not in Violation to each allegation, but forfeited his/her ability to present information on his/her behalf. The Chairperson and RCC shall then investigate to determine why the student did not attend the hearing. If the Chairperson and RCC determine that the absence is inexcusable, the decision of the hearing shall stand. Otherwise, the Chairperson and RCC may grant a new hearing.

12.3.2. Following the Hearing. As a result of this hearing the RCC will decide the case and set an appropriate consequence and the Chairperson will notify the accused and accuser of the RCC decision in writing within five class days of the hearing. As a result of this finding the student may:

- Accept the decision of the RCC.
- Appeal the decision of the RCC, to the Director of Residence Life, or designee, within five (5) class days. The Director of Residence Life, or designee, will decide the appeal within ten (10) class days after the appeal is filed.
- If the RCC exonerates the student, the accuser will have no further recourse. The accuser may appeal only the sanction imposed.
- All appeals shall be made in writing to the Director of Residence Life or designee, in accordance with the procedure as outlined by the Constitution of the Student Body, within five (5) class days of the decision of the RCC.
- This procedure in no way limits the student's right to appeal to the civil courts.

12.4. Administrative Hearing. Administrative investigations may be convened in lieu of the informal resolution process in section 12.2, or in lieu of the formal RCC hearing process in section 12.3, by the Director of Residence Life or designee in his/her sole discretion which may be due to (but not limited to) the following circumstances:

- When an accused student has repeatedly violated the On-Campus Living Policies or Code of Conduct, as outlined by the Constitution of the Student Body;
- When the accused student has allegedly committed an extremely serious violation of the On-Campus Living Policies or Code of Conduct, as outlined by the Constitution of the Student Body where the safety of residents, the residence halls or College community is threatened; or
- When the RCC is unavailable (i.e. during the annual RCC selection process and training period, final exam periods, summer, etc.)

12.4.1. Administrative Hearing Procedure

- The Director of Residence Life, or designee, shall review the incident(s) and conduct an investigation.
- During the investigation, the Director of Residence Life, or designee shall interview all principals and witnesses and maintain a written or recorded transcript of what transpired, to be documented in the Maxient judicial system.

12.4.2. Following the Investigation. As a result of this investigation the Director of Residence Life, or designee, will decide the case and set an appropriate consequence and will notify the accused and accuser of the decision in writing within five (5) class days of the conclusion of his/her investigation. As a result of this finding the student may:

- Accept the decision of the Director of Residence Life, or designee.
- Appeal the decision of the Director of Residence Life, or designee, to the Vice President of Student Development, or designee within five (5) class days, according to the policy outlined in the Constitution of the Student Body. The Vice President of Student Development, or designee, will decide the appeal within ten (10) class days after the appeal is filed.
- Whenever, in the judgment of the Director of Residence Life, clear danger exists to the individual or to the institution, immediate suspension from the Residence Life program may be imposed. If suspended in this way, the individual shall be entitled to an interview with the Director of Residence Life to discuss the basis for the decision. After further review of the case, the Director of Residence Life may take other appropriate action.
- If the Director of Residence Life exonerates the student, the accuser will have no further recourse. The accuser may appeal only the sanction imposed.
- This procedure in no way limits the student's right to appeal to the civil courts.

12.5. Sanctions. When it is determined that a student is responsible for violation(s) of the On-Campus Living Policy, or the Student Code of Conduct, as outlined by the Constitution of the Student Body, the following sanctions may be imposed singly or in combination. The sanction(s) imposed will be commensurate with the offending conduct, and may take into account the student's educational record and any previous conduct record. (The consequences are not listed in order of severity.)

- **Reprimand.** An oral statement to the resident that he/she has violated residence hall or College policy. This warning should include the nature of the violation and the consequences of further offense.
- **Warning.** A written statement that repetition of wrongful conduct would be followed by more severe student conduct action. Such written statement shall become a part of the College's student conduct file and the resident's educational record.
- **Restitution.** In all student conduct violations involving theft and/or damage to residence hall property, restitution may be required. The form and/or amount of this restitution are to be determined by the Director of Residence Life, or designee
- **Fine.** The amount of the fine is to be determined by the conduct officer hearing the case in accordance with the fire safety, smoking, alcohol and substance, vandalism policy and other policies deemed necessary.
- **Community Service.** Community Service is a student conduct sanction that requires a student to perform unpaid work of benefit to the College community. Community Service provides an opportunity for the student to contribute positively to their community. The tasks support and supplement services existing on campus.
- **Educational Sanctions.** This can be a requirement to include a writing assignment(s) or attending a class or workshop.

- **Educational Project.** An educational project designed to assist the student in better understanding the overall impact of their conduct decision may be imposed. Such assigned projects may include, but are not limited to, Hillside Times article, the creation of educational materials, or the planning and/or presentation of educational programs related to the policy infraction. Assigned projects may not include physical labor unless they are directly related to the violation(s) and are not designed to cause humiliation or degradation to the student.
- **Privilege Revocation.** Any privilege offered to the student by virtue of being a resident in housing may be suspended or revoked, such as hosting guests/visitors or borrowing hall equipment.
- **Notification of Parents.** In some situations, parents or guardians may be contacted.
- **Behavioral Contract.** Signed behavioral contract, written agreement, or document that sets specific standards to be met or actions required to continue as a resident in the Residence Halls because of a violation of any College regulation or residence hall policy.
- **Room Change.** Reassignment to a new room, suite, or hall.
- **Referral.** A student may be referred to the Office of Housing & Residence Life, the Office of the Vice President for Students or to any college or other service deemed necessary for the assistance of the student.
- **Residence Hall Warning.** A written statement placed in the student's file, indicating that further violations of any College regulation or residence hall policy could result in more severe disciplinary action.
- **Residence Hall Probation.** An official action informing the student that the violation of any College regulation or residence hall policy during the probationary period may result in residence hall suspension or residence hall removal. During this specified period, residence hall privileges may be revoked, such as hosting guests/visitors or borrowing hall equipment. Such written statement shall become a part of the College's student conduct file and the resident's educational record.
- **Residence Hall Relocation.** An official action moving a student from one room to another within the residence halls. Students relocated to another room may be restricted from entering a specified room, suite, floor, or building. Such written statements shall become a part of the College's student conduct file and the student's educational record.

12.6. Residence Hall Suspension or Expulsion. This is an official action taken by the Director of Residence Life or his/her designee, informing the student that the severity or recurrence of the violation(s) of any College regulation or On Campus Living Policy has resulted in immediate residence hall suspension or residence hall removal. Such written statement shall become a part of the College's student conduct file and the student's educational record.