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# 2021-2022 ASSOCIATION HOUSING, LLC RULES AND REGULATIONS

*The 2021-2022 Association Housing, LLC Rules and Regulations (Rules and Regulations) are in accordance with the 2021-2022 Housing License (License) and apply to each student living in the Residence Hall (Resident). Failure to act in accordance with these Rules and Regulations may result in disciplinary action as well as civil action, criminal action, and/or financial liability.*

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## **HOUSING STAFF**

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### **I. DESCRIPTIONS**

#### **Director of Housing and Residential Life**

The Director of Housing and Residential Life (Director) has full oversight of residence life and housing services, including all operational and programmatic aspects, as well as administration of the Office of Housing and Residential Life (Housing Office). The Director has a vested interest in the Resident's experience during his or her stay in the Residence Hall.

#### **Assistant Director of Housing and Residential Life**

The Assistant Director of Housing and Residential Life (Assistant Director) supports the Director in delivering a quality Residence Life program geared towards student success. The Assistant Director has a primary role in addressing student conduct and maintaining operational standards.

#### **Resident Director**

The Resident Director (RD) serves as the live-in administrator of the Residence Hall and is responsible for instilling community standards and fostering a living-learning environment with a focus on student development. The RD supervises the Resident Assistants (RAs) and conducts the daily operations of the Residence Hall.

#### **Resident Assistants**

Resident Assistants (RAs) are student staff members who live in the Residence Hall. As members of the Housing Staff, RAs are available to assist with issues and concerns that may occur and can direct the Resident to the RD or the Housing Office depending on the Resident's need. In addition to being a peer resource, RAs also build community by providing programs and organizing activities for the Residents.

#### **Security**

For additional safety and security, the Residence Hall has a staffed Security Office during evening and weekend hours to respond to the needs of the residential community. During posted times, security guards are available to support the RD and the RAs in providing a safe living-learning environment.

### **II. CONTACT INFORMATION**

#### **Resident Director Office (Residence Hall, First Floor) – 585.393.6421**

Hours: 9:00 a.m. – 5:00 p.m., Monday – Friday

#### **Office of Housing and Residential Life (Student Center, Room 1065) – 585.785.1643**

Hours: 8:30 a.m. – 5:00 p.m., Monday – Thursday  
8:30 a.m. – 4:00 p.m., Friday

#### **RAs on Duty (Residence Hall, First Floor) - Numbers Posted at Residence Hall Security Office**

Hours: 5:00 p.m. – 8:00 a.m., Monday – Friday and 1:00 p.m. – 9:00 a.m., Saturday – Sunday

#### **Security Office (Residence Hall, First Floor) – 585.393.6444**

Hours: 11:00 p.m. – 8:30 a.m., Monday – Friday and 5:00 p.m. – 8:30 a.m., Saturday – Sunday

## **SAFETY AND SECURITY**

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### **I. REPORTING INCIDENTS**

Regardless of their nature, all incidents that occur should be reported immediately. Whenever possible, incidents should be reported to an RA on Duty or directly to the RD during office hours. If the RD and RA on Duty are not available, the Resident may report incidents to the Housing Office during normal business hours.

## Emergency Procedures

**\*If life-threatening, call 911 directly.**

If a Resident discovers a situation which may require immediate attention:

- The Resident should immediately call the RD, RA, or Security depending on the time of the incident.
- It is important to state: *This is an emergency. My name is \_\_\_\_\_ . I am at \_\_\_\_\_ .*
- State the nature of the emergency.

## Emergency Maintenance

Whenever possible, emergency maintenance needs should be reported to an RA on Duty or directly to the RD during office hours. If the RD and RA on Duty are not available, the Resident may contact the Security Office at 585.393.6444 to be connected to an answering service.

### IMMEDIATELY REPORT THE FOLLOWING:

- Any evidence of water leaks or excessive moisture in the Resident's room/suite or common areas.
- Any evidence of mold growth.
- Any failure or malfunction of the heating, ventilation, and air-conditioning system (HVAC). The Resident must not block the heating ducts in the room/suite.
- Any musty odors that the Resident notices in the room/suite.

**The Housing Office understands and respects the Resident's right to privacy. However, when safety, repair, or emergency maintenance issues arise, the Housing Office reserves the right to enter and inspect any room/suite and make repairs when necessary without notice.**

## II. FIRE SAFETY AND FIRE REGULATIONS

The residence hall is equipped with a sprinkler system. The Resident must evacuate the building when a fire alarm sounds. Failure to cooperate or to evacuate during a fire alarm; causing a false alarm; inappropriate behavior which results in the activation of a fire alarm system; or tampering with, damaging, or removing extinguishers, exit lights, sprinklers, heat/smoke sensors, extinguisher boxes or alarm covers, or any other fire safety apparatus is strictly prohibited and will result in disciplinary action and possible termination of *License*. The *Annual Campus Fire and Safety Report* may be accessed on the College's Campus Safety website.

### Fire Detection Procedures

- Call 911.
- Pull the fire alarm.
- Evacuate the building.

### Emergency Evacuation Procedures

As soon as an alarm is activated, all Residents and guests are required to vacate the building according to emergency evacuation procedures. The Resident should lock and close all doors and leave the building by the nearest exit; do NOT use the elevator. It is important to leave the building in silence so that, if necessary, special instructions can be given and heard by all. The Resident should leave as quickly as possible, dressing according to the current weather conditions and bringing keys. The Fire Department will determine when it is appropriate to return. The Resident will remain outside until the signal is given to re-enter the building.

The Resident should familiarize himself or herself with the evacuation procedures and know the location of all of the exits on his or her floor. The Resident is required to evacuate the building when an alarm is sounded and assemble along the walkway adjacent to the tennis courts. Additional emergency direction and information will be given at this location as necessary.

### Fire Alarm Activation and Tampering

The deliberate and false activation of a building alarm resulting in evacuation is criminal and **will result in disciplinary action and termination of *License***. A Resident who activates a fire alarm resulting in evacuation due to negligence in cooking, vaping, or smoking, or other violation of policy will be assessed a \$50 fine. The deliberate covering or tampering with any heat/smoke sensor that renders it ineffective is a serious offense and will result in progressive disciplinary action, including assessment of a \$50 fine for the first offense, assessment of a \$100 fine for the second offense, and termination of *License* for the third offense. The fine will be invoiced or deducted from the Resident's Security Deposit. Payment, in the form of a check made payable to *Association Housing, LLC*, is due to the Housing Office within five (5) business days of receipt of invoice. Any Resident found responsible for activating a building fire alarm due to the

violation of policy or negligence in cooking is subject to any penalties, including fines, levied by state and municipal authorities. Repeated negligence in cooking resulting in the activation of a building fire alarm will result in disciplinary action and possible termination of *License*.

### **Flammable Furnishings and Decorations**

Furniture, decorations, and other items that increase the flammability of the Resident's room/suite may be prohibited at the discretion of the Housing Office or New York State Fire Marshal. Only artificial trees and garland may be used in the Resident's room/suite. Excessive amounts of combustible wall decorations are particularly dangerous in that they can promote the rapid spread of flames in the event of fire. The complete covering of any door in the Resident's room/suite is prohibited.

### **Prohibited Items**

- Open flames and incendiary devices, including candles, incense, sternos, and kerosene lamps
- Storage, possession, and use of flammable liquids and substances, including gasoline, kerosene, charcoal, and lighter fluid
- Extension cords; surge protectors must be UL-approved
- Spider and halogen lamps and bulbs; light bulbs must not exceed 100 watts
- Hoverboards and hoverboard chargers
- Fitness machines
- Natural trees, wreaths, and garland
- Tapestries and similar coverings; blankets and sheets may not be used as curtains
- Personal property shall not be kept in hallways/stairwells or placed in any manner where it may create an obstacle to an exit route
- Cooking in the hallways
- The use of multiple plugs off of a single outlet; if additional plugs are required, multiple plug fuse strips or surge protectors must be used
- Small UL-approved outdoor/indoor lights, including battery-operated string lights; inquire with RD or RA for use in the Residence Hall during times approved by the New York State Fire Marshal
- Toaster ovens, hot plates, deep fryers, air fryers, George Foreman grills, quesadilla makers, sandwich and waffle makers, and any other cooking devices without automatic shut-off
- Mini-refrigerators
- Microwaves
- Air conditioning units
- Space heaters, electric blankets, and portable heaters of any type
- Futons and waterbeds
- Kayaks
- Hammocks

Personal items that are in violation of fire regulations will be confiscated and tagged. All confiscated items which are not picked up and taken home within thirty (30) days will be disposed. The Resident is expected to abide by the New York State Uniform Fire Prevention and Building Code and Association Housing, LLC (Association Housing) fire regulations. A Resident found in violation of fire safety regulations will be held directly responsible for any penalties, including fines, levied by state and municipal authorities.

### **III. APPLIANCE USE**

The Resident is expected to use appliances furnished in his or her suite in the appropriate manner and observe safe cooking practices. The Resident takes full responsibility for appliance use and functioning during the course of his or her stay. Misuse, damage, and/or injury incurred or caused by the Resident is the sole responsibility of the Resident. The Resident will incur appropriate charges for maintenance and upkeep as a result of damage caused by misuse. All replacement, maintenance, and repair costs for use of appliances not consistent with the applicable manuals or damage due to neglect shall be borne equally by the Residents in the suite if the responsible party cannot be identified.

### **IV. DAMAGED, LOST, STOLEN, OR ABANDONED PROPERTY**

The Resident holds Association Housing and the Housing Office harmless against liability for lost, damaged, or stolen personal property. The Resident is responsible for keeping his or her room (including windows) locked at all times. The Resident is urged to invest in adequate personal renter's insurance. If the Resident vacates the Residence Hall for any reason, any personal property belonging to the Resident that remains in the Resident's suite or on the premises will be deemed abandoned. Association Housing may dispose of the abandoned

property and reserves the right to charge the Resident for the labor involved in removing the property. Association Housing may sell or otherwise dispose of such property in any manner it sees fit without liability or compensation to the Resident

The Resident should report any incident of theft to the RD or an RA so that the Resident may be advised of his or her options.

## **FACILITY USE AND DAMAGE**

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### **I. DAMAGE**

The Resident is held personally responsible for the condition and furnishings of his or her own room. The use of materials such as paint, tape, paste, glue, nails, tacks, and screws on walls, ceilings, furniture, and woodwork (including doors) is expressly prohibited. The Resident is prohibited from making any repairs. The assessment and method of resolution for any damage or loss is the sole prerogative of Association Housing. Damage to any suite common areas, including bathroom(s), kitchen, living room or hallway, will be the responsibility of all suite Residents unless the responsible party is identified. The bedroom and suite must be left in clean condition, with no trash (defined as anything remaining in room that was not furnished at move-in), akin to when the Resident entered. Intentional or reckless conduct which results in damage (including tampering or defacing), loss, theft, or unauthorized use of property of Association Housing or of any individual is prohibited.

#### **Damage or Vandalism in Public Areas**

Damage or vandalism occurring in common or public areas such as Resident Lounges, elevators, building lobbies, and hallways will be assessed to all Residents who are jointly responsible for public areas at the time of the damage or vandalism. The Resident is also responsible for the loss, theft, or damage to the residence and/or personal property by his or her guest(s). **Vandalism is expressly prohibited and will result in disciplinary action and termination of *License*.**

### **II. SECURITY DEPOSIT**

Each Resident must maintain a \$200 Security Deposit at all times during the duration of his or her *License*. The condition of the room at the time the Resident establishes occupancy is ascertained by the Resident completing a room inspection form immediately upon arrival. Any damage or cleaning charge will be assessed upon move-out and will be deducted from this deposit. If the Resident owes more than \$200, he or she will be billed. If the Resident is charged less than \$200, the balance will be refunded within 90 days of room check-out. This Security Deposit is separate and distinct from the Application Fee, which is non-refundable in all cases except as stated in the application.

### **III. MAINTENANCE**

Work orders should be called in or given directly to the RD during office hours. RAs are not responsible for submitting Resident work order requests. Emergency maintenance issues should be called in immediately as directed in the Safety and Security section. **Emergency maintenance is considered something that will jeopardize the Resident's health or security, or cause damage to a person, property, or the Residence Hall.**

### **IV. INSPECTIONS AND HOUSEKEEPING**

The Resident is expected to maintain a level of cleanliness in his or her room compatible with reasonable health and safety standards. The Housing Office reserves the right to establish those expectations for individuals in order to ensure reasonable compatibility with suitemates, as well as health and safety. The Housing Office will perform suite and room safety, sanitation, security, and maintenance inspections each semester. The Resident will be notified when the inspection period begins. Attempts will be made to conduct the inspection while a Resident of the unit is available; however, the inspection may be conducted in the absence of the Resident. In all cases where the health, safety, or welfare of a person may be in danger or in cases where Association Housing property is jeopardized, Housing Staff may enter a suite or room immediately and without notice. Association Housing reserves the right to search without consent, search incidental to arrest, and search by warrant.

The following are duties that each Resident can perform to help with the upkeep and care of the building:

- Regularly clean and dry the walls and floors around the sink, bathtub, shower, toilets, and windows using a common household disinfecting cleanser.
- Use the ventilation fan when bathing or showering to vent excess moisture from the bathroom.
- Do not overfill closets or storage areas; ventilation is important in these spaces.

- Do not allow damp or moist clothing, towels, or other cloth materials to lie in piles for extended periods of time.
- Clean and dust the room/suite on a regular basis.
- Regularly sweep and mop floor.
- Empty trash receptacles when filled.

If the cleanliness of a room/suite is deemed unacceptable, the Resident will be placed on notice. If the room/suite is not cleaned in the allotted time, the Resident will be charged for a cleaning service to enter and clean. Repeated issues of cleanliness will result in disciplinary action and possible termination of *License*.

## V. ROOM DECORATIONS

The Resident may not damage any surfaces of furniture when decorating. Combustible materials such as posters, pictures, etc., are limited to 20% of available wall space in each room. Combustible material is not allowed on the inside of any door. The use of fabric, including sheets, fishnets, and tapestries, is prohibited. Items are not permitted to be hung over light fixtures, sprinkler heads, or smoke detectors.

### Ceilings

Ceilings may not be disturbed in any way. The Resident may not attach any items to the ceiling (such as stickers, nails, hooks, bottle caps, etc.), or bounce balls off of it.

### Walls

The Resident is strongly advised to limit the hanging of any item on the walls of his or her bedroom or suite. Any damage from the use of materials such as tape, paint, glue, nails or any other method used to affix items may result in charges for repair or wall touch-up.

## VI. LAUNDRY AND TRASH FACILITIES

There are two laundry rooms located on the first floor that service the entire building. Please observe posted instructions when using a laundry room.

The laundry rooms are an extension of the Resident's room/suite, so cooperation in keeping the rooms clean and usable is necessary. Misuse of these facilities will result in disciplinary action and repeated misuse will result in termination of the *License*.

Trash should be stored in a proper receptacle in the room/suite and emptied on a regular basis to avoid unsanitary conditions. Common areas will be kept clear of trash and litter. Trash must be deposited in the dumpster.

## VII. INTERNET SERVICE AND NETWORK USE

Personal routers are prohibited, including those that are part of a gaming system. The use of routers disrupts the wireless service provided and hinders others from enjoying uninterrupted access. If a Resident is found responsible for disrupting service within the building, the Resident will be given a warning. Continued disruption will result in termination of the *License*. For any internet service-related issues, the Resident must submit a service request to the internet service provider using the Wi-Fi/Internet Service Request form found on the Housing Office's webpage: [www.flcc.edu/offices/suites/](http://www.flcc.edu/offices/suites/).

# OCCUPANCY AND ACCESS

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## I. ROOM ASSIGNMENT

Each Resident must reside in his or her assigned bedroom and is prohibited from switching bedrooms, taking a suitemate, or permitting any part of the room to be shared by persons not assigned by the Housing Office. Any Resident who chooses to switch bedrooms without approval may be charged \$100.

### Change Requests

Consideration will be given to requests for room changes **ONLY after the second week of classes**. No changes in room assignments may be made without approval. The Housing Office reserves the right, upon proper notification, to assign a new Resident to fill a vacancy, to make changes in room assignments, and to reassign a Resident if deemed necessary.

## **Furnishings**

Each Resident in a suite will be considered responsible for the furnishings in the common suite areas—kitchen, bathroom(s), living room, and hallway. The Resident shall make no alterations to the room/suite and shall not move, remove, disconnect, or install any fixtures, furniture, equipment, or appliances situated therein. The walls cannot be painted, papered, stenciled, or sponged.

Each Resident's room is equipped with a bed, nightstand, armoire, desk, and chair. Windows in each room are equipped with window shades. The Resident will be charged the replacement cost for any missing or damaged furniture or shades. Furniture must be left in the room, suite, and lounges to which it has been assigned. A Resident who moves furniture from an assigned area will be billed \$20 for the return of furniture to its assigned area. A \$100 fee may be assessed for disconnecting any furniture.

## **II. OPENINGS AND CLOSINGS**

The Residence Hall will be closed during certain periods of the Academic Year. Housing is not available during Finger Lakes Community College (College) closures, so the Resident must vacate at these times. The Resident is responsible for making all necessary travel arrangements in advance to ensure his or her departure. Additional closing procedures, with which the Resident is expected to comply, will be provided to the Resident. Housing Staff members will perform a walk-through of the building to ensure that the Resident has vacated and that the closing procedures were followed. All personal property may remain in the Residence Hall. Exceptions to this closure policy must be approved by the Housing Office a minimum of one week in advance.

- **Thanksgiving** – The Residence Hall will close at 10:00 a.m. on November 24, 2021 and reopen at 10:00 a.m. on November 28, 2021
- **Holiday Closing** – The Residence Hall will close at 10:00 a.m. on December 18, 2021 and reopen at 10:00 a.m. on January 23, 2022
- **Winter Term Opening** – The Residence Hall will open on December 26, 2021 for Residents who have paid the additional \$250 fee
- **Spring Break** – The Residence Hall will close at 10:00 a.m. on March 19, 2022 and reopen at 10:00 a.m. on March 27, 2022
- **Year-End Closing** – The Resident will receive information regarding scheduled move-out dates at a later point in time. If the Resident is graduating, he or she may remain until Commencement with approval.\*

## **Late Departures**

If a Resident fails to depart the Residence Hall by the established building closing time for a break or holiday, or upon conclusion of a semester, Association Housing reserves the right to charge \$25 per half-hour (30-minute) period that a Resident overstays his or her residence.

## **III. ACCESS**

The outside doors to the Residence Hall are locked 24 hours per day. Unauthorized entry is not permitted. Propping open or opening the exterior doors without proper authorization is a compromise to security, is strictly prohibited, and may result in the termination of the *License*. Additionally, the unauthorized entrance into a bedroom, suite, or any other space in which the Resident has not been given express permission to enter is strictly prohibited. The fact that the bedroom, suite, or any other space is unlocked, unsecured, or otherwise accessible in no way shall be considered permission for any individual to enter. The Resident is prohibited from entering the residence hall during scheduled closures unless express advance permission is granted.

It is the Resident's responsibility to carry his or her keys and FLCC Student ID at ALL TIMES and present ID when requested by a member of the Housing Staff. The loaning of an FLCC Student ID Card to another resident or guest is expressly prohibited. Any FLCC Student ID Card found in the possession of another individual to whom it was not issued will be confiscated.

## **Keys**

A Resident is issued keys for the purpose of entry into his or her suite/room and mailbox. The loaning of keys to other Residents or guests is expressly prohibited. Any key found to be in the possession of someone to whom it was not issued will be confiscated. The duplication of keys is expressly prohibited. It is recommended that the Resident lock his or her room when leaving. If a key is lost or stolen, the Resident must notify the RD. The cost for a replacement room/suite door key is \$20. The cost to replace the mailbox key is \$10. If a new lock set is required, the fee is \$110.

## **FLCC Student ID Card**

The Resident must use his or her FLCC Student ID card to gain access to the Residence Hall. A lost/stolen/broken FLCC Student ID card can be replaced at the Bookstore for a \$10 fee.

### **Lockouts**

A Resident who is locked out should contact an RA or the RD during office hours. If the RA and RD cannot be contacted, the Resident should call the Security Office. Four or more lockouts by the same individual will result in a \$25 lockout fee. If the practice continues after the fourth time, disciplinary action, including termination of the *License*, will be considered.

### **Lounge Use**

The Resident is welcome to reserve community lounge space for use. The RD must be notified of all formal and informal activities planned for community space. The Academic Lounge is used expressly for studying and other academic work.

## **IV. MAIL**

It is the Resident's responsibility to inform senders that all Resident mail must be addressed to: **Resident Name, The Suites at Laker Landing, Suite #\_\_\_, 4316 College Suites Drive, Canandaigua, NY 14424**. The Resident is responsible for informing senders of change of address, both upon arrival and upon departure. Any mail delivered to the College's address will be delayed or returned to the sender. Any mail addressed to the Resident that is received after the close of the Spring Term will be returned to sender.

## **V. ELIGIBILITY**

Only a Resident who has completed an Application; submitted the required Security Deposit and Application Fee; read and acknowledged the *Rules and Regulations*; read and acknowledged the *License*; and been accepted and assigned to a room, is permitted to reside in the Residence Hall. To be eligible to reside in the Residence Hall, one must be a "full-time" student at the College, which is defined as a minimum of twelve (12) credit hours. A Resident who falls below full-time credit hours must meet with the Director or Assistant Director of Housing & Residential Life to be granted a one-time exemption to the eligibility policy. A Resident may also be granted an exemption under special circumstances, such as academic accommodations or in support of certain academic programs. A Resident who falls below full-time credit hours in a semester subsequent to the one in which the one-time exemption was granted must meet with the Director or Assistant Director of Housing & Residential Life to have his or her eligibility to reside in the Residence Hall reviewed.

## **PARKING**

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### **I. PERMITS AND VEHICLE REGISTRATION**

Parking is by permit and available for the Resident on the surface lot next to the Residence Hall. The Resident must obtain a parking permit from the RD and properly display this permit on his or her vehicle. Spaces are limited; permits are available on a first-come, first-served basis. Resident parking permits are the property of Association Housing. A Resident who does not return the permit at the end of his or her *License* term will be issued a \$20 replacement fee.

#### **Visitor Parking**

Limited temporary visitor passes are available at the Security Office. A visitor is required to sign in with contact number and license plate number, must clearly display the visitor pass, and may only park in a designated "visitor" parking space; a visitor may not park in the Resident lot. Visitor overflow parking is available in the College's G Lot. Temporary visitor passes issued to guests will be dated for limited use. Any visitor pass that is altered in any way will be considered void and the vehicle will be subject to towing.

#### **Enforcement**

All Association Housing parking rules will be enforced. Any vehicle found in violation will be towed at the owner's expense.

- Cars inappropriately parked on Association Housing property, or not parked in visitor parking, will be towed at the owner's expense.
- Cars that do not have passes or display altered passes will be towed at the owner's expense.

#### **Alternative Transportation**

Storage of motorcycles, mopeds, and/or bicycles inside the Residence Hall is prohibited.

#### **Snow Removal**

The Resident should exercise care while walking during the winter months. The sidewalks and roadways may be snow- or ice-covered. Any vehicle illegally parked on Association Housing property during snow removal will be towed at the owner's expense. Information will be posted at the Security Office and in common areas with parking instructions for snow removal as necessary.



# **RESIDENT CONDUCT REGULATIONS**

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## **I. DISCLAIMER**

The Resident's *License* may be terminated at the discretion of the Director for reasons of health, safety, security, conduct and/or damages, excessive filth, or for failure to comply with these *Rules and Regulations* of the Resident's *License*.

### **Authority of the Office of Housing and Residential Life**

It is understood that the occupancy right granted to each Resident is a revocable *License* and not leasehold or other interest. While these *Rules and Regulations* attempt to highlight the circumstances that may lead to termination of the Resident's *License*, the Director shall have complete discretion in terminating the Resident's occupancy (whether specifically designated herein, in the *License*, or not). Likewise, it shall be within the discretion of the Director to consider any specific circumstances in reaching such decision. A decision by the Director to not enforce any rule or regulation or terminate the Resident's occupancy shall not act as a waiver of the Director's right to enforce such rule and regulation in the future. No Resident shall have the right to enforce these *Rules and Regulations* against another Resident.

If an opening occurs in a suite, each remaining Resident within that suite will be expected to accommodate another suitemate from the waiting list. Each Resident is expected to welcome a new suitemate in a hospitable manner. A Resident who has an empty bed in his or her suite is expected to maintain the suite in such a manner as to allow another Resident to move in immediately. No Resident may expand to fill all space in a suite, making it inhospitable to another Resident.

The Housing Office reserves the right to inspect rooms, suites, and contents by its authorized personnel at any time for the purpose of administering the provisions of the *License*. These *Rules and Regulations* are subject to discretionary changes. Any changes will be disseminated to the Resident community by posting such changes in the building or by individual written notice.

### **Imputed Responsibility**

The Resident should be aware that he or she is responsible for what occurs in his or her suite/room whether or not he or she is present and such knowledge shall be imputed to him/her.

## **II. REGULATIONS**

The following list of prohibited behaviors is provided as fair notice of the types of conduct which may result in disciplinary action. This list is not all-inclusive. Failure to comply with all reasonable and lawful directions of any Housing Staff member acting pursuant to his or her duties is prohibited. If at any time a Resident feels he or she is being unjustly or inappropriately addressed, it is expected that the Resident will conduct himself or herself in a respectful and dignified manner and will bring formal complaint against the addressing Housing Staff member by directly contacting the Director.

### **Respect for Individuals and Groups**

The Resident is expected to maintain respect for individual and group rights and responsibilities as stated in the *License* and in the *Rules and Regulations*. Bias-related acts which intentionally denigrate based on sex, race, national origin, sexual orientation, disability, or faith are unacceptable and are prohibited. Anyone committing these acts will be subject to removal from the Residence Hall and may be charged with a violation(s) of the *Finger Lakes Community College Student Code of Conduct and Grievance Procedures (Code of Conduct)*.

### **Disruptive Behavior/Altercations**

Disruptive or violent behavior including, but not limited to, physical assault; verbal abuse; harassment; threats; excessive noise; public intoxication; boisterousness; and disorderly, lewd, or indecent behavior is strictly prohibited. Furthermore, any act which compromises the peace (e.g., cause alarm, annoyance, or nuisance), comfort, and safety of another Resident(s) is prohibited. Any intentional or reckless act that causes or could cause physical or mental harm to any person or self as well as one that does cause or could cause damage to the building is prohibited. Any conduct that is found to threaten or endanger or cause a person to believe that the offender may cause physical or mental harm is also prohibited.

### **Sexual Misconduct**

All forms of sexual misconduct are prohibited and may result in removal from the residence hall. Sexual harassment, sexual violence, dating violence, or any act of engagement, coercion, or intimidation of a sexual nature will not be tolerated and will be reported to the College's Title IX Coordinator for investigation.

### **Complicity/Failure to Separate**

Conspiracy to commit, solicitation of another to commit, aiding and/or abetting the commitment of, attempting to commit, or failure to separate oneself from other(s) engaged in any conduct which is proscribed herein or under the *Code of Conduct* is prohibited.

### **Alcohol**

Use or possession of alcoholic beverages is prohibited regardless of age. Empty containers of alcoholic beverages, beer pong tables, funnels, or other items affiliated with the consumption or possession of alcohol are prohibited and will be confiscated.

### **Drug/Drug Paraphernalia**

The illegal use, possession, distribution, or manufacture of stimulants, intoxicants, or drugs is strictly prohibited. Possession of drug paraphernalia is also prohibited and will be confiscated. Drug paraphernalia as it applies to this section refers to any equipment, product, or material of any kind that is used in propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, storing, containing, concealing, injecting, ingesting, inhaling, or otherwise introducing into the human body a controlled substance. Inappropriate behavior, either on- or off-campus, resulting from irresponsible and/or illegal use of alcoholic beverages and/or other drugs is prohibited.

### **Dangerous Weapons**

A dangerous weapon/object is defined as any instrument, device, or object capable of inflicting physical harm or death and designed or specifically adapted for use as a weapon, or possessed, carried, or used as a weapon. Possession or use of a dangerous weapon (as defined by law) is prohibited and will be confiscated. Examples of dangerous weapons include firearms, ammunition, chukka sticks, explosive devices, dangerous chemicals, flammable liquids, charcoal lighter fluid, items which constitute a fire hazard, knives (any blade not part of a multi-tool or longer than 4"), firecrackers, compressed air guns, pellet guns, stun or zip guns, axes, hatchets, and BB guns. Dangerous weapons are not to be stored or used in or around the Residence Hall or in vehicles parked on the grounds; the use and storage of helium and propane tanks is included. Internal combustion engines are prohibited within the Residence Hall.

### **Illegal Activities**

Association Housing strictly prohibits Residents from using Association Housing property for any activity prohibited by federal, state, or local law or these *Rules and Regulations*. Examples of prohibited behavior include, but are not limited to, gambling, theft, and possession of property known to be stolen.

### **Smoking and Vaping**

Association Housing provides a smoke-free living community in the interest of safety and health. Smoking and vaping inside the Residence Hall, as well as smoking and vaping directly outside of entryways or windows, are strictly prohibited. The Resident is expected to abide by all smoking and vaping postings and may smoke and vape outside where smoking urns are placed. Smoking urns are not to be moved. Violation of this policy can result in termination of the *License*.

### **Guests and Overnight Guests**

Each guest must register at the Security Office and display identification upon request from a Housing Staff member. A guest is an individual who has not entered into a current *License* with Association Housing and is hosted by the Resident. The host shall always accompany the guest throughout the building and is responsible for the guest and his or her conduct. In addition to being accompanied by his or her host, a guest who is fifteen (15) years old or younger must also always be accompanied by a parent or guardian. Each guest is subject to the same *Rules and Regulations* and expectations as his or her host. The host has responsibility for informing the guest of the *Rules and Regulations* and expectations in advance. In addition to any disciplinary action taken against the host, attending Housing Staff members reserve the right to require the immediate departure of any guest when violations of *Rules and Regulations* have occurred. Any damage caused by any guest shall be the responsibility of the Resident host.

An overnight guest may be housed, provided the guest is housed in a suite/room and that the Resident host has complied with the *Rules and Regulations*. Each guest must be registered with the Security Office located in the main lobby before 11:00 p.m. on the night of his or her stay. A guest may not stay in the Residence Hall for more than five (5) nights per month. A guest shall not interfere with the rights of the other suite mates, will not violate *Rules and Regulations*, and will not exhibit disruptive behavior. If the guest exhibits disruptive behavior, that guest may be barred from the Residence Hall. A guest who is fifteen (15) years old or younger may not stay overnight, even if accompanied by a parent or guardian, unless participating in an Association Housing-sanctioned overnight host program.

### **Recreation**

Recreational activity within and around the Residence Hall is governed by the *Rules and Regulations*. Activities that could be injurious to individuals, facilities, or grounds are prohibited in common areas, including hallways, stairwells, and grounds. Playing sports inside the Residence Hall or using the Residence Hall as a playing field is prohibited. Damage due to the playing of sports or reckless play will be charged to all parties involved.

Skateboard and bicycle use is prohibited inside the Residence Hall. Skateboards and bicycles are only allowed on exterior sidewalks and are not to be used on any sidewalks, furniture, or steps. Bicycles may not be stored inside a suite or room. Bicycle racks are provided outside for the Resident to use to secure his or her bicycle.

### **Windows and Screens**

Screens and windowpanes may not be removed from the window. The Resident will not use windows as a means of exiting or entering the building. The placing of any objects outside the window or on the sill, including aerials and antennas, is prohibited. Neon or other signs, advertising, stickers, banners, etc., are prohibited from being displayed in or on the windows. Throwing objects from windows, sitting in the window opening, and walking on the building roof are considered extremely dangerous and are prohibited.

### **Pets**

Pets are not permitted, with the exception of fish in an unheated bowl containing no more than one gallon of water.

### **Solicitation**

Solicitation and sales by the Resident or others is prohibited within the Residence Hall. Solicitation in flyer form must be approved by the Housing Office before posting.

### **Quiet Hours**

The Resident is a member of a community and is expected to act responsibly and not interfere with the rights, comfort, or safety of another Resident(s). Excessive noise and disorderly behavior will not be tolerated.

Courtesy Hours are in effect 24 hours per day. The Resident has the right to ask (with expectation of compliance) that a fellow Resident(s) hold noise to a level that is not disturbing.

In addition to Courtesy Hours, specific Quiet Hours are as follows:

- 10:00 p.m. - 9:00 a.m. on Sunday through Thursday nights
- 12:00 a.m. (midnight) - 9:00 a.m. on Friday and Saturday nights

During Quiet Hours, Residents are requested to refrain from congregating in hallways or lobby areas; loud talking or laughing, pounding, and running; and playing loud music or television.

### **Mandatory Meetings**

During Opening and over the course of the semester, certain meetings are held either for the floor or the building that will be designated as "mandatory." These meetings are necessary and are used to bring pertinent information to the attention of the community. The Resident is expected to attend these meetings and is responsible for the information presented.

## **III. VIOLATION OF POLICY**

Any violation of the *Rules and Regulations* is subject to termination of the *License* and may result in violation(s) of the *Code of Conduct*. The disciplinary process is designed to enforce *Rules and Regulations* and College policy while maintaining educational principles. Community living requires standards of conduct, cooperation, negotiation, and respect for Residents and Housing Staff. This process functions cooperatively with the Housing Office and the College's Office of Community Standards and Counseling.

### **Immediate Removal from Housing**

The Director, Assistant Director, and RD reserve the right to make immediate decisions necessary to ensure safety and security. This includes, but is not limited to, removing a Resident(s) or student(s) from the premises pending further investigation, removing guest(s) from the premises permanently or pending further investigation, or taking other immediate measures to address dangerous or unsafe behavior in order to prevent injury to individuals or damage to property.

Each Resident is subject to the rights, responsibilities, and sanctions outlined in the *Code of Conduct*. The *Code of Conduct* may be viewed online at [www.flcc.edu/offices/judicial](http://www.flcc.edu/offices/judicial). Copies of the *Code of Conduct* may be obtained from the Office of Community Standards and Counseling.

### **Conduct Conference and Sanctioning**

A Resident in violation of the *Code of Conduct* will engage in a conduct conference. The purpose of the conduct conference is to review the alleged offense(s), provide explanation of the conduct process, discuss the Resident's options, and advise the Resident of potential sanctioning. A Resident may be called to meet with the Director or Assistant Director for violations including, but not limited to:

- Alcohol
- Drug/Drug Paraphernalia
- Vandalism
- Respect of Individuals and Groups
- Disruptive Behavior
- Dangerous Weapons
- Illegal Activities
- Violation of the *Code of Conduct* or College policy

Violations of the above policies are considered serious and may result in severance of the *License*. Less egregious violations of the prescribed *Rules and Regulations* will result in a meeting with the RD.

### **Sanctions for Resident Conduct Violation**

- **No Action**
  - The Resident is found not responsible for violating the *Code of Conduct*.
  - A letter is sent to the Resident indicating that the alleged charges have been dismissed.
- **Informal Warning**
  - The Resident's behavior may have violated the *Code of Conduct*, but no sanctions are being assigned by the College at this time.
- **Written Warning**
  - Official notification that the behavior of the Resident has been unacceptable.
  - The warning will be placed in the Resident's conduct file.
- **Community Service**
  - The Resident may be assigned community service in a manner consistent with his or her violation.
  - Community service sanctions include, but are not limited to, participating in a designated service project or giving an identified community or agency (on- or off-campus) a number of service hours to be completed within a specified time period.
- **Conduct Probation**
  - The Resident's behavior has resulted in a sanction close to suspension.
  - Imposed for a definite period of time and includes the likelihood of more severe conduct sanctions, including suspension or dismissal, if the student is found to be violating or to have violated any section of the *Code of Conduct* during the probationary period.
  - May include ongoing conduct requirements.
  - The Resident may be required to meet periodically with a person designated by the Director of Community Standards and Counseling.
- **Parental Notification (Under 21 years of Age)**
  - If the Resident is under the age of 21, a notice will be sent to the address on file notifying a parent or guardian of the incident.

- **Alcohol and Other Drug Violations**
  - The Online Drug and Alcohol Assessment is sanctioned in accordance with the Drug and Alcohol sanctioning model presented in the *Code of Conduct*.
  - Based on the results of the self-assessment, the Resident may be referred to the Director of Student Health Services to discuss his or her assessment and/or complete an evaluation with a substance abuse counselor through Turnings in Canandaigua or another agency.
  - The Resident must comply with the recommendations set forth in the evaluation.
  - The Resident will be held responsible for any fees associated with the evaluation and/or services above and beyond the \$25 program fee.
  - Registration for subsequent semesters will be withheld until the Resident complies with the sanction(s) imposed.
- **Housing Written Warning**
  - An official notification that the behavior of the Resident has been unacceptable.
  - The warning will be placed in the Resident's housing file.
- **Housing Probation**
  - The Resident's behavior has resulted in a sanction close to suspension from the residence hall.
  - Imposed for a defined period of time and may include ongoing conduct requirements.
  - Violation of any College regulation or residence hall policy during the probationary period may result in residence hall suspension.
  - During this specified period, residence hall privileges may be revoked.
- **Heightened Housing Probation**
  - The Resident's behavior could have warranted removal from the residence hall.
  - Imposed for as long as the Resident remains in *License* and is offered to the Resident as a reflection that behavior choices must change.
  - The violation of any College regulation or those deemed by the Office of Housing and Residential Life as more significant (e.g., alcohol, illicit drugs, altercations, vandalism, etc.) will result in residence hall suspension or removal.
  - During this specified period, residence hall privileges may be revoked.
- **Housing Conduct Requirements/Restrictions**
  - Disciplinary restrictions may be imposed with a Resident's probation status.
  - Disciplinary restrictions include, but are not limited to:
    - Restrictions from participating in residence hall activities
    - Suspension of guest privileges
    - Restitution for damages
    - Coverage of educational-related sanction costs
    - No contact/restraining orders
    - Denial of access to some or all residence hall areas
    - Required attendance at educational/assessment programs
    - Suspension of use of otherwise permitted items such as musical instruments or additional furnishings
- **Resident Education Assignment**
  - The Resident is given a project designed to assist in better understanding the overall impact of his or her behavioral infraction(s).
  - Such assigned projects might include restorative justice measures, community service, 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 Resident.
- **Resident Relocation**
  - An official action moving a Resident from one room to another within the residence hall.
  - A Resident relocated to another room may be restricted from entering a specified room, suite, or floor.

- **Interim Suspension from Housing**
  - The Director of Housing or his or her designee may summarily suspend a Resident and prohibit the Resident from the residence hall property, effective immediately and without prior notice.
  - The Resident may not return to the residence hall property, including the courtyard, parking lot, or Pavilion as a guest during this period.
  - Imposed whenever the Director of Housing or his or her designee determines that the continued presence of the Resident within the residence hall poses a significant risk of substantial harm to the health and/or safety of another Resident, to the stability or continuance of normal facility functions, or to property.
  - The Director of Housing or his or her designee may suspend a Resident for an interim period pending conduct proceedings.
  - The following factors are considered for interim suspension from housing:
    - Resident's history
    - Gravity of behavior
    - Impact on residential community or facility
  
- **Suspension from Housing**
  - Eviction or removal from the residence hall for a definite period of time, along with termination of the Resident's *License*.
  - The Resident may not return to the residence hall property, including the courtyard, parking lot, or Pavilion as a guest during this period.
  - If a Resident becomes ineligible for housing due to College Suspension, the Resident will also be removed from Housing.
  
- **Removal from Housing**
  - Eviction or removal from the residence hall indefinitely and termination of the Resident's *License*.
  - A Resident who has been removed from the residence hall may not return to the residence hall as a guest.
  - If a Resident becomes ineligible for housing due to College Suspension, the Resident will also be Removed from Housing.
  - Suspension from Housing is not a prerequisite for Removal from Housing.
  - Removal from Housing is sanctioned based upon the gravity of the incident and level of violation wherein the Resident is not allowed to return.

#### IV. APPEAL PROCEDURES

All appeals must be made in writing and in accordance with the requirements set forth in this process. Any appeal failing to meet these requirements will not be considered. The letter of appeal should clearly identify the basis for the appeal and must indicate at least one of the following reasons:

- The Resident demonstrates a substantive procedural error that significantly affected the outcome of the hearing;
- The Resident demonstrates that the sanction(s) assigned is significantly inconsistent with past practice; and/or
- The Resident brings forth new evidence that was not available at the time of the hearing, which, if introduced would significantly affect the outcome of the hearing.

Upon receipt of a letter of appeal, the Appellate Officer may:

- deny the appeal;
- recommend a modified sanction; or
- uphold the decision and assigned sanction.

Although not required, the Appellate Officer may request a meeting with the Resident to review the appeal. The Appellate Officer:

- is not required to meet with the Resident;
- will provide his or her decision in writing; and
- render a decision that is final and binding.

#### Appeal of Decision by Resident Director

The Assistant Director will serve as the Appellate Officer regarding any decision made by the RD. The Resident may appeal the RD's conduct decision directly to the Assistant Director. Such appeal must be made in writing via the Resolution Form and delivered within five (5) business days of receiving the written notification of sanctions. The Assistant Director may waive the five- (5) day requirement for just cause. The Assistant Director will reply with a decision in writing within five (5) business days of receipt of appeal.

**Appeal of Decision by Assistant Director**

The Director will serve as the Appellate Officer regarding any decision made by the Assistant Director. The Resident may appeal the Assistant Director's conduct decision directly to the Director. Such appeal must be made in writing via the Resolution Form and delivered within five (5) business days of receiving the written notification of sanctions. The Director may waive the five- (5) day requirement for just cause. The Director will reply with a decision in writing within five (5) business days of receipt of an appeal.

**Appeal of Decision by Director**

The Executive Director will serve as the Appellate Officer regarding any decision made by the Director. The Resident may appeal the Director's conduct decision directly to the Executive Director. Such appeal must be made in writing via the Resolution Form and delivered within five (5) business days of receiving the written notification of sanctions. The Executive Director may waive the five- (5) day requirement for just cause. The Executive Director will reply with a decision in writing within five (5) business days of receipt of an appeal.

**Appeal of Decision by Director of Community Standards and Counseling**

Please refer to the *Code of Conduct* for Appeal Procedures. The appeal guidelines appear in the *Code of Conduct*.

**NON-DISCRIMINATION NOTICE**

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<http://www.flcc.edu/policy/non-discrimination/>