

**Adams State College Standards of Residence  
and Judicial Handbook**  
[www2.adams.edu/students/housing/](http://www2.adams.edu/students/housing/)

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Dear students:

The Office of Housing & Residence Life staff welcomes you to our residential community at Adams State College.

The college regards its residential community as an integral part of each student's educational experience. The college believes that living on campus can and will contribute to the personal growth and development of the individual.

It is the responsibility of each student to protect the dignity, rights, feelings, and property of fellow students. One of the unique and educationally valuable aspects of campus living is the necessity of shared responsibility for the entire community. It is your responsibility to review all published materials and contracts to better understand the expectations you will be held accountable for while you're in the residence halls. This includes the "Standards of Residence and Judicial Handbook", which is available on-line at: [www2.adams.edu/students/housing/](http://www2.adams.edu/students/housing/). You may also request a paper copy of this handbook by contacting the housing staff in your living area.

We hope you will read this handbook carefully and refer to it often. However, no handbook can replace the personal contact you will have with the residence hall staff. As questions arise which are not fully answered within these pages, residents are encouraged to seek additional information from the appropriate housing staff member.

Again, welcome to Adams State College.

Bruce Del Tondo  
Director of Auxiliary Services

## **Standards of Residence GENERAL INFORMATION**

### **ON-CAMPUS LIVING REQUIREMENTS**

By signing and delivering his/her Housing Contract, the resident has agreed to abide by the laws of the United States of America, the State of Colorado, the City and County of Alamosa, and all published policies and regulations established by the college. It is essential that the resident is familiar with and understands all policies and regulations.

Each resident is expected to abide by the established policies and standards in order to assure maximum protection to college property, the lives of the individuals in the halls, and the personal belongings of each resident. Adams State College reserves the right not to enter into a contractual agreement if there is sufficient cause not to. Please refer to the Housing Application and contract concerning the contractual agreement.

The college requires that all freshmen and sophomore students live in the residence halls except as excused for definite reasons expressed in writing and approved by the Director of Auxiliary Services. Exceptions to the on-campus policy are as follows:

1. If you are a veteran of the armed forces; or
2. If you are married; or
3. If you are a single parent; or
4. If you are 21 years of age or older; or
5. If you are a part-time student (enrolled for 9 hours or less per semester); or
6. If you are residing at the permanent address in the San Luis Valley of your parents, stepparents, legal guardian, or immediate relative (immediate relative is defined as grandparents, aunts, uncles, brothers, and sisters, age 21 or older); or
7. If you have obtained junior class standing since the preceding semester; or
8. If you have resided in the residence halls for four semesters but have not obtained junior class status; or
9. If you are medically excusable as determined by the Director of Auxiliary Services (required documentation may include but not limited to: support in writing from a doctor, medical history, etc.); or
10. If you have obtained a minimum of 30 credit hours **and** have maintained a minimum 3.50 cumulative grade point average.

### **FAMILY HOUSING**

Adams State College maintains housing for both single students and students with families. In order to be eligible for on-campus housing, a student must be registered for a minimum of six (6) credit hours per semester and pursuing coursework toward a degree. Exceptions are made during the summer sessions due to time restrictions and special programs being offered. Further exceptions to the six (6) credit hour minimum will be granted only when the college is unable to fill on-campus housing and will be granted for only one (1) academic year, provided the student is registered and pursuing a degree program

Family housing is for married students, single parent students with children, siblings and domestic partners. A family unit is defined as a husband and wife with or without children; siblings; domestic partners; or, a single parent who has one or more dependents. For purposes of this policy only, domestic partners are unmarried couples, including same sex couples, living together in long-term relationships and who share the necessities of life and the ongoing responsibility for their common welfare. A minimum of two members of the family unit must occupy the apartment at least fifty (50%) percent of the time to retain eligibility. Dependents must be registered with the Office of Housing and Residence Life.

Special Note: The College may subsequently, and with cause, ask you to provide evidence that you are married or are in a domestic partnership similar to marriage or meet the definition of a "family unit" as defined above. Students shall submit appropriate proof, including, but not limited to: a Marriage Certificate, Affidavit of Common Law Marriage, Domestic Partner Affidavit, and Birth Certificates in cases

of dependents/siblings. Any misrepresentation of facts for housing purposes is deemed a violation of the Standards of Residence and may result in the loss of on-campus housing privileges and/or possible disciplinary action.

**GUEST(S):** Family Housing guests are not to occupy an apartment beyond a one-week period. Non-registered persons occupying the apartment beyond one week will be construed as subletting of the apartment and may result in Judicial action including the cancelation of the Resident's Housing Contract. See section IV. Community Living & Personal Responsibility "G" for additional policies regarding Guest Housing.

Sibling housing is based on space availability and is not considered a priority for family housing. Faculty & staff may utilize student housing only when all students needing housing have been accommodated. Student housing utilized by faculty is for temporary purposes only and will be granted for one semester at a time.

### **HOUSING APPLICATIONS**

Housing applications are mailed from the Office of Housing & Residence Life after the student has been accepted to Adams State College. In order to receive an on-campus housing assignment, completed applications, contracts and a \$150 application fee/housing deposit must be returned to:

**Director of Auxiliary Services  
Adams State College  
Alamosa, CO 81102**

Further information about Housing & Residence Life at Adams State College is available at <http://housing.sa.adams.edu/>. Questions about housing can be addressed to:  
e-mail: [ascreslife@adams.edu](mailto:ascreslife@adams.edu)  
Toll Free: **1.800.824.6494**  
Phone: **719.587.7227**.

The Office of Housing & Residence Life is located north of the Student Union Building on the second floor of the Coronado/ Girault Addition and parking can be accessed by car via Monterrey Avenue.

### **HOUSING & RESIDENCE LIFE STAFF**

Housing & Residence Life personnel are provided in each housing facility to assist residents. It is beneficial for each resident to become familiar with these people and what they do.

**Administrative Assistant(s)** - The Administrative Assistant(s) in the Office of Housing & Residence Life can be located on the second floor of the Coronado/Girault Addition. Their duties are to assist the Assistant Director(s) of Housing & Residence Life and Director of Auxiliary Services in the daily operations of the department. Duties include but are not limited to: answering phones, generating and sending letters, setting up appointments and providing overall administrative support for the department.

**Resident Assistants** - The Resident Assistants (RA) live within the complex or residence hall and are assigned to a particular area or floor. Resident Assistants are carefully selected student staff members whose primary responsibilities are to guide and advise hall residents, assist residential students with transitions to college life, educate residents about communal living in an academic environment, and strive to uphold Adams State College policies and guidelines through education, role modeling, mediation, and appropriate intervention and referral to campus resources. Resident Assistants are obligated to report any infraction of residence hall policies and to take appropriate action, including referral to the Residence Director for dispensation.

**Residence Directors** - The Residence Director (RD) lives within the complex or residence hall and directly supervises the Resident Assistant staff in that area. Residence Directors are professional staff members who have completed at least a Bachelor's degree and have significant prior experience in student affairs. Their responsibilities include, but are not limited to, providing leadership in the housing area,

addressing daily administrative concerns, supervising program development, enforcing college policies, adjudicating and otherwise managing student conduct cases, hearing feedback from those with a vested interest in the residence hall community, and providing general information about the housing unit and other college departments.

**Assistant Director of Auxiliary Services/Student Union Building**– The Assistant Director of Auxiliary Services/Student Center is responsible for all conferencing and room reservation on campus for the academic year and summer sessions as well as all campus vending contracts and the ASC Passport Program.

**Assistant Director of Housing & Residence Life** – The Assistant Director of Housing & Residence Life (ADOHRL) assists the Director of Auxiliary Services in system wide matters. The ADOHRL supervises the Residence Director staff, and is available to appeal any Residence Director’s sanctions. The ADOHRL assumes the responsibilities of Residence Life matters in the absence of the Director of Auxiliary Services.

**Assistant Director of Housing; Operations & Outreach** - The Assistant Director of Housing, Operations & Outreach (ADOHOO) assists the Director of Auxiliary Services in system wide matters. The ADOHOO is directly responsible for Housing Applications and student room assignments as well as operational issues related to residential areas. The ADOHOO assumes the responsibilities of Operational matters in the absence of the Director of Auxiliary Services.

**Director of Auxiliary Services** - Each resident and guest of the college’s residence hall system is under the jurisdiction of the Director of Auxiliary Services while within or in the vicinity of the residence halls. Violations of any of the standards of residence or other rules or regulations as they apply to the residence halls may be reviewed by the Director of Auxiliary Services. This position is also responsible for all contractual agreements.

The Director of Auxiliary Services is authorized to recommend formally to the Dean of Student Affairs, any recommendation for disciplinary probation, suspension or expulsion from the college. The appeal of a decision of the Director of Auxiliary Services is made to the Dean of Student Affairs.

***Housing & Residence Life staff members are not authorized to grant exceptions to college and housing regulations. The staff, as college employees, are obligated to address policy violations and concerns they encounter at all times.***

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### **Housing & Residence Life Departmental Procedures**

#### **I. CHECK-IN PROCEDURES AT BEGINNING OF THE SEMESTER**

- A. The occupant may move into the assigned unit on the date and times stated in the assignment letter.
- B. One room card key will be issued to each student
  1. Additional room card keys will be issued to family housing students as needed
  2. The person who executes the contract will be responsible for all card keys issued.
  3. Only the contracted person may request additional keys.
- C. Repairs needed, damages, missing items, and the general condition of the unit are to be recorded by the staff member and the occupant before the occupant signs the Room Condition Report.
  1. The occupant’s signature on the Room Condition Report establishes acceptance of the assigned room’s condition as described therein, and will be used to assess damages when the occupant moves out of the room or apartment.
  2. Failure by the occupant to sign the Room Condition Report could result in being held responsible for any and/or all damages to the room or apartment as noted by the Housing & Residence Life staff member upon check-out.

## **II. CHECK-OUT PROCEDURES**

- A. Make an appointment with the floor or area's Resident Assistant at least one day prior to the time you are ready to check out.
- B. Remove all possessions prior to check out and return ALL furniture to its original location.
- C. Clean room or apartment thoroughly, or as per instructions handed out prior to check-out.
- D. The Housing staff member will then inspect the room/apartment for cleanliness and damages. Damages and the condition of the room will be reviewed by the Residence Director and Facilities/Maintenance staff.
- E. Leave a forwarding address so mail can be forwarded.

## **III. IMPROPER CHECK OUT, DAMAGE CHARGES, & ABANDONED ITEMS**

- A. Failure to follow the above procedure may be deemed an improper check-out and result in forfeiture of the \$100 housing deposit, plus any damage or cleaning fees assessed.
- B. Failure to complete the move to a reassigned room within the five (5) calendar days may result in charges for both rooms until student officially checks out of the original room.
- C. Any items abandoned or left following a proper or improper check-out will be disposed of at the Office of Housing & Residence Life's discretion. Charges will be applied to the student's account to dispose of such items.
- D. Final inspection and charges will be determined by the Residence Director.
- E. Appeals must be filed in writing to the Assistant Director of Housing & Residence Life within 10 business days of the date charges were assessed.

## **IV. CHECK-OUT PROCEDURE FOR BREAKS WHEN THE COLLEGE IS CLOSED**

- A. All residents are to have their room inspected by the Housing & Residence Life staff member in their area before leaving for the end of semester and vacation periods.
- B. Residents may leave their possessions in the rooms over vacation periods. Please consult the Housing & Residence Life staff or the Office of Housing & Residence Life for procedures.
- C. Room fees do not cover periods when the College is closed. An additional charge will be assessed to students who require housing outside of the academic semester.
- D. Students who are required by Adams State College to remain on campus during breaks will not be assessed additional charges if PRIOR written notification from the responsible college official is presented to the Office of Housing & Residence Life.
- E. All housing contracts are for the entire academic year.

## **V. TERMINATION BY THE STUDENT—BEFORE OCCUPANCY**

- A. Students are required to submit written notification to the Director of Auxiliary Services if cancellation becomes necessary. A letter of cancellation sent by any of the following forms of communication constitutes written notification:
  1. by US Postal Service
  2. by e-mail to [ascreslife@adams.edu](mailto:ascreslife@adams.edu)
  3. by fax to (719) 587-7103
  4. campus mail delivery
- B. Termination of this agreement by any student prior to occupancy will result in the following refunds if the Office of Housing & Residence Life receives written notification of termination by the dates indicated
  1. Prior to July 1 for Fall semester will result in a full refund of the \$100 Housing Deposit.
  2. Prior to December 1 for Spring semester will result in a full refund of the \$100 Housing Deposit.
  3. Between July 2 and the day before halls officially open for Fall semester will result in a 50% refund.
  4. Between December 2 and the day before hall officially open for Spring semester will result in a 50% refund.
  5. On or after the day that the halls officially open for each semester will result in the College retaining the full Housing Deposit as liquidated expenses.

## **VI. TERMINATION BY THE STUDENT—AFTER OCCUPANCY**

All regularly enrolled students at Adams State College who execute this contract are committed to the agreement for the full academic year, subject to the following stipulations:

- A. If a student is qualified to move from the residence hall and notifies the Director of Auxiliary Services in writing 30 days in advance of intent to vacate the residence hall, the \$100 housing deposit shall be refunded after complete checkout with the Residence Director and the Office of Housing & Residence Life, providing there are **no** damage assessments and all outstanding accounts are cleared with Adams State College.
- B. If a student does not notify the Director of Auxiliary Services in writing 30 days in advance of intent to vacate the residence hall, the student shall be charged for the period of occupancy according to the current year's Financial Obligation Policy and the \$100 housing deposit will be forfeited.
- C. The \$100 housing deposit will be refunded if a student is qualified to move from the residence hall at the termination of any given semester and notifies the Director of Auxiliary Services of intent to vacate in writing on or before the last day of the semester.
  1. The \$100 housing deposit shall be refunded after complete checkout with the Residence Director and the Office of Housing & Residence Life, providing there are **no** damage assessments and all outstanding accounts are cleared with Adams State College.
  2. The Semester Break vacation period serves as the 30-day notice in this case.

## **VII. TERMINATION BY THE COLLEGE**

- A. Upon reasonable notice and for good cause, the College reserves the right to terminate this agreement for failure of the student to abide thereby.
- B. Examples of good cause are failure to make payment for charges as required by the agreement, suspension from the College for disciplinary reasons or failure to comply with the Residence Hall rules and policies, which are part of the housing contract.
- C. Reasonable notice of termination will normally be forty-eight (48) hours.
- D. Behavior that endangers or disturbs others' or one's own personal safety, intentional or threatened physical injury, and/or verbal harassment to/of any person in the college community within the residence halls is prohibited. In such cases, a student may be removed or temporarily reassigned from the residence hall/area immediately pending an official hearing to determine possible disciplinary sanctions.
  1. This hearing will be arranged within five (5) business days from the time of immediate removal/reassignment.
  2. Should the college determine the student(s) is in any way a threat to themselves, others, or the college community they may terminate the housing contract or permanently reassign the student.
  3. This termination/reassignment will supersede the "48-hour Reasonable Notice" and be effective immediately.
- E. Failure to occupy assigned space by 5:00 p.m. on the first day of classes each semester may result in cancellation of this agreement by the College and forfeiture of the \$100 deposit.

## **VIII. ROOM CHANGES**

- A. There will be no room changes during the first two weeks of classes each semester, unless otherwise posted.
- B. After the two-week period, the Office of Housing & Residence will announce the date for starting room-changes.

- C. When requesting a room change, students will be given five (5) calendar days to complete their move or the Office of Housing & Residence Life will process the form as incomplete and assess any damage/cleaning charges.
- D. Students needing consideration for moves during the academic semester should see their Residence Director.
- E. Residents who initiate a move without prior approval are in violation of the room change policy. This is considered an “illegal move” and will be subject to disciplinary sanctions that may include a \$50.00 fine and/or relocation back their appropriate assignment.

**IX. PRIVATE ROOM ASSIGNMENTS & ROOM CONSOLIDATION**

- A. There will be no private room assignments prior to the first official day of check in, unless otherwise announced by the Office of Housing & Residence Life.
- B. Private room assignments will be made on the room-change day held after the first week of classes, unless otherwise announced by the Office of Housing & Residence Life.
- C. Requests for private rooms will be assigned on a space-available basis. Should the situation arise where more housing is needed, those rooms last assigned as privates will revert back to double occupancy.
- D. Please note that there is an additional cost for a private room.
- E. As vacancies occur during the semester, after the room-change day, the remaining occupant(s) has one (1) business day to request private status for that vacated space. After the one-day period, if the space has not been assigned as a private, it becomes available for assignment through the Office of Housing & Residence Life.
- F. The Office of Housing & Residence Life reserves the right to consolidate empty space at any time throughout the semester to keep residents in double rate areas unless requesting a private room as stated above. The following options are available for residents who are the sole occupant of a double-occupancy room:
  - 1. Stay in their current room and pay the private room rate;
  - 2. Consolidate with a roommate of their choice;
  - 3. Be assigned a roommate by the Residence Director. Residents choosing this option may be relocated to another room based on the deposit & contract dates of those involved. Those students who do not respond to the consolidation letter or fail to complete the process by the determined date will be charged the private room rate.
- G. Any behavior exhibited by a resident which intentionally shows neglect of his/her new roommate(s) rights with the intent to acquire a private room or extra space in an apartment or room is strictly prohibited and will result in disciplinary action.
- H. All students are required to standardize(or occupy only one side) their room at the end of the fall semester as to accommodate for a new roommate. Failure to do so may result in cleaning charges, being billed the private room rate, and disciplinary sanctions.

**General Information for Residence Hall Living**

**I. MAIL AND DISTRIBUTION OF MATERIALS**

Mail is delivered to the College Center Mailroom by an employee of Adams State College Monday through Friday. In order to receive mail without delay, it is important to have it addressed correctly:

STUDENT NAME  
 208 Edgemont Blvd. Unit#xxxx  
 ALAMOSA, CO 81101

The U.S. Postal Service delivers to Faculty Drive apartments Monday through Saturday and the zip code is 81101 for this area.

If the material is not distributed through the campus mail or the U.S. Postal System, it must be approved by the mailroom staff in order to place the material in the boxes. With the exception of communications from the Office of Housing & Residence Life, the mass distribution of materials under student room doors is prohibited. Students are advised to check their mailbox daily for updates and important housing information.

Posters or notices pertaining to specific residence hall activities may be posted on the bulletin boards provided within the residence halls. These notices and posters must have the approval of the Office of Housing & Residence Life. Commercial posters approved by the Office of Housing & Residence Life that advertise non-residence hall and non-campus related functions may be posted on the residence hall designated areas provided there is space available.

## **II. HEALTH SERVICES**

The San Luis Valley Regional Medical Center, which is located one block from campus, is well staffed and maintained and provides medical services to students as well as local citizens.

Each student must have health insurance. A student must have private insurance before a waiver of the student insurance coverage provided by the college can be allowed. Therefore, to waive college insurance, the student must report the name of the company with which he/she has insurance coverage to the ASC Business Office located in 130 Richardson Hall. Information relative to student health insurance is available in the ASC Business Office.

## **III. LAUNDRY**

Laundry facilities with Campus Card/coin-operated washers and dryers are located in each residence hall (except Faculty Drive Apartments). Residents should report any malfunction to the Residence Director or the Office of Housing & Residence Life.

## **IV. CABLE TELEVISION**

Basic services are provided to all residence halls on campus.

## **V. INTERNET ACCESS**

Students in Coronado, Girault, Conour, and Residence at Rex may access the internet from their room through both wireless and Ethernet connections. Savage, McCurry, Houtchens, Moffatt, Faculty Drive and Petteys may access the internet from their apartment through a wireless connection. Students may contact the Computing Services Help Desk at 7741 for technical support.

## **VI. TELEPHONE SERVICE**

Each room is equipped with a wall jack in the room so students can provide their own telephone. Each room is designated on the Adams State College telephone system with a 719-587-7xxx number. This group of numbers is reserved for the college only and special dialing instructions must be followed for placing various types of calls.

1. Campus Calls - When placing a call from one campus phone to another, dial the four-digit extension number (for example 7xxx).
2. Local Calls - When placing a call from a campus phone to a local phone, the prefix (9) must be dialed for local calls then dial the desired seven-digit number (xxx-xxxx).
3. Long Distance Calls –
  - i. Calling Card Calls - When placing a long distance call from a campus phone, dial 9 + the appropriate instructions as specified by your calling card.
  - ii. Collect Calls - Dial 9 + 0, when the operator intercepts the call, tell the operator that you are making a collect call and give the operator the entire number you have dialed. The operator will then complete the call for you. Collect Calls CANNOT be accepted by ON-CAMPUS residents. Residents will be billed by the college for all unauthorized calls.
3. Incoming calls (local or long distance) may be placed directly to a campus phone line by dialing the 587-7xxx number.

4. Emergency - 911 is to be used only in emergency situations. 9-587-5807 is to be used to contact the Alamosa Dispatch system for non-critical emergencies,

## **VII. PERSONAL SAFETY & SECURITY**

Keep your room or apartment door locked at all times, including the times when you are sleeping. A locked door is the main deterrent to a thief. Propping of individual room or apartment doors and windows is strongly discouraged. Propping of public doors and windows is prohibited.

Should a theft occur, notify ASC Police Department (587-7901) immediately and contact your Resident Assistant or Residence Director.

## **VIII. STORAGE**

Storage facilities in the buildings are extremely limited and are reserved for out-of-state students. The resident may contact their Resident Assistant, Residence Director or the Office of Housing & Residence Life for information regarding the storage of personal items.

Only residents may use the storage space. Use of storage facilities is at the resident's own discretion and the Office of Housing & Residence Life assumes no responsibility for any loss or damage of belongings in storage. When the resident checks out of campus housing, ALL ITEMS in storage must be removed. Items left in storage for more than one year, without any prior arrangements, will be removed and disposed of at the college's discretion.

Items stored must be boxed and tagged with the resident's name and apartment/room number. If the resident(s) moves out of the residence hall, they must remove all of their belongings from the storage area. Unidentified or abandoned articles will be removed and disposed of. Highly flammable materials may not be stored in the residence halls or in the storage areas. In addition, vehicles, motorcycle or parts thereof may not be kept in storage rooms or elsewhere inside the residence halls. It is at the sole discretion of the Office of Housing & Residence Life to determine what may be stored and availability of storage.

## **IX. DAMAGES**

Repair and Replacement Costs - Repair and replacement costs can be substantial. Authorized Housing & Residence Life staff and/or college maintenance staff members or their agents, at their sole discretion, determine the actual repair or replacement costs caused by the resident. Only authorized Housing & Residence Life staff and/or college maintenance staff or their agents can conduct repairs or modifications in the residence halls; the total cost for both labor and materials must be borne by the resident(s) who caused the damages or who allowed the damage to occur. Damages to a resident's room or to any public or semi-public area should be reported immediately to the Residence Director, Resident Assistants, or the Office of Housing & Residence Life.

Please contact your Resident Assistant or Residence Director directly to report any maintenance requests. Residents may also submit work orders through the Adams State College Facilities Services web site. By doing so your request can be more efficiently handled and follow-up is ensured. If repairs are not attended to within 48 hours of reporting, please contact the Office of Housing & Residence Life.

Entry Authorization - A request for maintenance repairs submitted to the Office of Housing & Residence Life automatically authorizes entrance into a residential unit to perform the requested repairs even if the resident is not present.

Commons Areas - A blanket assessment for damages to public areas or semi-public areas will be assessed to all occupants of a floor, wing, or hall when no individual responsibility for the damage has been determined.

## **X. LIABILITY**

Neither Adams State College nor the Office of Housing & Residence Life will assume responsibility for any accident, injury, loss, theft or damage of personal belongings in or on residence hall/apartment properties,

or housing sponsored activities. The policy extends to resident rooms, resident apartments, commons areas, storage areas, auto, and bicycle parking areas, as well as other living units.

## **Standards of Residence**

### **STUDENT CONDUCT HANDBOOK**

#### **STUDENT CONDUCT SYSTEM OVERVIEW**

The underlying principle of the College's student conduct process is one of education and character development. As we support students in overcoming their mistakes, we focus on personal growth and development, self-discipline, personal responsibility, respect of others, ethical decision-making, integrity, and achieving one's own full potential. Policies, rules, and regulations have been established for residence halls in order to maintain an optimal living environment for students by creating and supporting a safe and welcoming community.

Each resident is responsible for becoming familiar with the Student Code of Conduct, Standards of Residence, and the ASC Affirmations and for considering their function within the residence hall community. As a member of this community, each resident also has the right and responsibility to question others who are not adhering to published regulations. Failure to adhere to College policies can endanger individual safety and/or the safety of others in the college community and may be infringing upon the rights of others. Individual halls and areas may establish regulations or policies to address specific needs or concerns, within the constraints of the Residence Hall Contract.

Persons in violation of policies may be accountable to both civil and criminal authorities and to the college for acts of misconduct. Disciplinary action at the college level may proceed during the course of other proceedings at the discretion of college officials. Sanctions may be imposed for acts of misconduct for which a student is found responsible. The College is not bound by the court system and needs only to determine "more likely than not" that a violation has taken place. The administrative processes of the campus conduct hearing proceedings, standard of proof required to levy a decision, and sanctioning outcomes imposed are not similar to those of the legal system.

**The Director of Auxiliary Services and/or assigned housing personnel has the authority and discretion to determine the appropriate sanctions regardless of written policy pending the severity of an incident.**

#### **Residence Hall Rules and Regulations**

##### **I. SUBSTANCE USE**

###### **A. ALCOHOLIC BEVERAGES**

On May 19, 1987, the Governor of the State of Colorado signed into law House Bill 1320 concerning the legal drinking age for alcoholic beverages. Persons who have not attained the age of 21 years of age may NOT purchase, consume, or possess any alcoholic beverages.

Additionally, Adams State College strictly prohibits the use, possession, manufacturing, or distribution of alcoholic beverages in and around the residence halls. Adams State College does not permit the possession or consumption of alcoholic beverages of any kind on-campus, regardless of age, except for those special events which are pre-approved by the President of the College. Please consult the Student Handbook for further details.

###### **B. DISTRIBUTION OF ALCOHOL**

If the distributor (host) makes alcohol available to non-drinking age person(s), charges may be filed with the appropriate court for criminal prosecution. If the distributor is a student, he/she may receive additional sanctions including hall/contract probation. If a second violation occurs, the student will be recommended to the Assistant Director of Housing & Residence Life or Director of Auxiliary Services for a hearing which may result in eviction and suspension/expulsion from college. A distributor can be understood to be the resident assigned to the room in which the possession or consumption of alcohol by under legal drinking aged residents, guests, or legal drinking age students takes place.

### C. DRUGS

The sale, dispensing, possession of drugs and/or, or use of any illegal drugs, in or around the residence halls is in violation of state/federal laws as well as Adams State College policy. Prohibited drugs include but are not limited to: marijuana, narcotics, methamphetamines, cocaine, opiates, LSD, psilocybin mushrooms, heroin, Ecstasy, and GHB. Use or possession of prescription drugs other than for the person prescribed, or for use other than the prescribed purpose is also prohibited under the following APPLICABLE LEGAL SANCTIONS (NOT INCLUSIVE): COLORADO REVISED STATUTES PERTAINING TO CRIMINAL LAW; "See The Uniform Controlled Substances Act, Article 18, Title 18, Colorado Revised Statutes and Drug-Free Schools and Campuses, 34 CFR Part 86, Subpart B."

### D. DRUG PARAPHERNALIA

Possession or use of drug paraphernalia including but not limited to equipment, products, materials used to cultivate, manufacture, distribute, process, or otherwise facilitate the usage of illegal drugs is prohibited.

### E. MEDICAL MARIJUANA

The possession of a valid and appropriately held Medical Marijuana Registry identification card does not authorize a resident or his or her guests) to possess, use, or distribute marijuana in any residence hall or apartment, Institutional-owned property or in any public area of the Institution. Residence halls are not considered the resident's private residence, and it is therefore not permissible for medical marijuana to be stored or used in the residence halls.

### F. EVIDENCE OF VIOLATION

Evidence of drug violations within a room may result in the student(s) being held responsible for a violation. Examples of such evidence may be but not limited to: odor, fan reversed in window, paraphernalia, towel under door, etc. The Office of Housing is not bound by the "beyond a reasonable doubt" language of the legal system and operates on a standard of it being "more likely than not" that a violation took place.

### G. VISIBLE INTOXICATION

Visible intoxication is defined as: Any student who displays signs of intoxication via alcohol or drugs, including the odor of alcohol/drug on one's person or breath, being so affected to the extent of having lost normal control over bodily and mental faculties such as slurred speech, unsteadiness on the feet, being extremely loud or belligerent, failure to comprehend and follow simple instructions, disruptive or threatening behavior directed toward self or others, vomiting, or inappropriate urination or defecation. ***Any student transported to the hospital for alcohol or drug abuse may consequentially be referred to mandatory counseling and parent notification.***

### H. SMOKING

Consistent with the Colorado Clean Indoor Air Act, C.R.S. 25-14-201, *et seq.*, the smoking of cigarettes, cigars, pipes or any other matter or substance that contains tobacco is not permitted in campus buildings or facilities or within a radius of 15 feet of the entryway of campus buildings or facilities. The campus is defined as the entirety of the land, buildings, and other structures owned by Adams State College and includes, but is not limited to, open air athletic facilities, College motor vehicles, residence halls, classrooms, offices, and performance halls.

All members of the College community are responsible for compliance with this policy. In accordance with HB 06-1175, smoking within 15 feet of the main entrance of any college building is now a citable offense: "A person who violates this law is guilty of a Class 2 Petty Offense and upon conviction thereof, shall be punished by a fine not to exceed two hundred dollars for a first violation within a calendar year, a fine not to exceed three hundred dollars for a second violation within a calendar year, and a fine not to exceed five hundred dollars for each additional violation within a calendar year. Each day of a continuing violation shall be deemed a separate violation."

In addition to possible legal action, failure to abide by the no-smoking policy may result in loss of housing deposit as well as additional charges for smoke damage to furniture, curtains, etc... Failure to abide by the smoking policy may also result in eviction. Please refrain from smoking within a minimum of 15 feet from any building entrance or window(s). Additional restrictions may apply in specific residential areas.

## **II. SAFETY & SECURITY**

### **A. KEYS**

The room key provides security and safety; therefore, it is imperative that students make use of their room keys in accordance with these guidelines:

1. One card key per room or apartment will be issued to each resident upon checking into the residence hall. Family students may be issued additional card keys depending on their needs.
2. A resident's room key is not to be given or loaned to anyone.
3. If a card key is misplaced, a duplicate key may be received from the appropriate Residence Director or the Office of Housing & Residence Life for up to three working days free of charge. Failure to return the "courtesy key" will result in an assumption that the key has been lost and a lock change(s) will be ordered. An assessment of \$10.00 for replacement of a card key will be billed to the resident.
4. Misuse of any key could result in suspension or revocation of key privileges. Misuse also includes propping open exterior doors of the building, allowing unsupervised people into the building, etc.
5. Residence Directors and Resident Assistants can unlock students' rooms or apartments in the event that the resident is temporarily locked out. Students should not rely on the residence hall personnel to perform this service on a regular basis. Continual lockouts may result in a fine(s) placed on the student's account.

### **B. ROOM ACCESS**

The rights of individuals to be secure in their person, living quarters, papers, and effects against unreasonable search and seizure is constitutionally guaranteed and extends to residents in the academic community. The entry into or search of the living quarters of a resident may be conducted under the following circumstances and guidelines:

1. By any law enforcement agency having jurisdiction in the performance of statutory duties and in accordance with legally defined procedures governing search and seizure.
2. By authorized college personnel to ensure that health, fire, and safety regulations are maintained. Smoke odor in a room may constitute a wellness check.
3. By authorized college personnel or agents to make improvements and repairs and to provide routine maintenance service.
4. By authorized college personnel or agents to shut off unattended stereos or radios, persistently sounding alarm clocks or telephones, or other noise producing devices, after unsuccessfully attempting to contact the resident or roommates.

5. By authorized college personnel in emergency situations to protect the health and welfare of the residents or to make emergency repairs to prevent damage to the property of the resident and the college. This includes fire drills as well as fire extinguisher inspections.
6. By authorized college officials when there is probable cause to believe a violation of college or civil regulation is being committed and that the delay required in procuring authorization would endanger the health and safety of the resident or result in the probable destruction of evidence by the violator. Probable cause means a reasonable ground of suspicion supported by circumstances sufficiently strong enough to warrant a cautious individual's belief that a party is committing a violation of college policy. There will be no mass searching of entire residence hall buildings.
7. Authorized housing staff will enter all rooms for inspections during extended breaks and mid-semester checks to ensure the safety, cleanliness, and well-being of the facilities.

### C. EXTERIOR AND COMMON DOORS

Propping open security doors is prohibited. Security doors ensure the safety of all residents living within a hall. Propping open, tampering with the locking mechanism, pulling open a locked door or admitting anyone not residing in the secured area once the doors have been locked is strictly prohibited.

### D. FIRE HAZARDS

1. **Fire Prevention:** Residents are responsible for taking all precautions to prevent fires.
  - a. The use of multi-socket extension cords or the installation of non-approved wiring by residents is prohibited by fire regulations.
  - b. Highly flammable material may not be stored in rooms. Grilling supplies for apartment areas, however, must be stored inside.
  - c. Any open flame or heat producing items such as candles, incense, etc. are strictly prohibited.
  - d. Doorways are to remain free of obstructions (i.e. wardrobes, beds) to allow a safe exit or entry by fire personnel.
2. **Fire Safety Inspections:** Periodic inspections of all fire extinguishers will be made by representatives of the Housing and Residence Life Office. Additionally, Housing & Residence Life staff members will conduct periodic inspections of each residence to ensure that proper fire prevention measures are being followed. Notice of these inspections will be sent to each resident.

### E. FIRE AND FIRE ALARMS

Fire prevention and safety are of utmost importance in all of campus housing. Each living unit has fire and emergency procedures all residents must know for their own safety and the safety of the other residents. During an evacuation, follow emergency procedures fully. A list of specific fire instructions for each unit will be posted and discussed early in the semester.

When a fire emergency is signaled:

- CLOSE ALL WINDOWS IN YOUR ROOM/APARTMENT
- LEAVE ROOM/APARTMENT LIGHTS ON
- CLOSE ROOM/APARTMENT DOOR
- PROCEED TO THE NEAREST FIRE EXIT

1. **Drills & Evacuation:** Fire drills, false alarms, and actual fire alarms are indistinguishable; therefore, residents must evacuate the buildings when a fire alarm is sounded. Failure to evacuate will result in disciplinary action. Smoke inhalation is one of the major causes of death in fires. Be certain to close your room/apartment door and windows when evacuating to help retard fumes and air circulation.
2. **Safety Equipment:** Safety equipment such as fire alarms, smoke detectors, fire extinguishers, exit lights, and emergency lights must not be tampered with or removed so the equipment will function

properly when needed for emergency purposes, since people depend upon them to prevent injury or death. If an extinguisher is discharged or a smoke detector or building alarm is set off in a non-emergency situation, the person(s) responsible will be subject to disciplinary action. This also includes the tampering with any fire safety equipment.

3. **Fire Doors:** Fire doors at any location may not be propped open for any reason.
4. **Arson:** Purposely setting fire to college or private property is strictly prohibited. Arson perpetrators and accomplices are subject to severe disciplinary and criminal action.

#### F. FIREARMS/DANGEROUS WEAPONS

Firearms, explosives (including firecrackers, fireworks, ammunition, etc.), or other dangerous weapons (knives, bow and arrows, martial arts equipment, paint guns, BB/Pellet guns, air-soft guns, any item that is a reasonable facsimile, etc.) are not permitted within the residence halls or on the grounds area of the residence halls. Violation of this regulation may result in disciplinary proceedings and confiscation of the weapon from the residence hall. Kitchen knives are permissible in apartment-style residence halls for kitchen use

#### G. TAMPERING

Maliciously damaging, tampering, or misuse of any coin-operated machines, safety equipment, or the elevator is prohibited.

#### H. DAMAGE/VANDALISM

Damage to a resident's room or to any public or semi-public area will not be tolerated and the cost for both labor and materials must be borne by the resident(s) who caused the damage.

#### I. THEFT

1. **College Property:** Attempted or actual theft or misappropriation of any college property on the college campus is prohibited. Cases may be referred to the Adams State College Police Department as well as submitted to the district attorney for prosecution.
2. **Personal Property:** Attempted or actual theft of any personal property on campus or in the residence halls is prohibited. Cases may be referred to the Adams State College Police Department as well as submitted to the district attorney for prosecution.

#### J. RESTRICTED AREAS

1. **Restricted Areas:** Students are not allowed in certain restricted areas within the residence halls, which include, but are not limited to, any place that is officially closed, restricted only to designated people, or any place where the safety and welfare of the resident is endangered. Illegal or unauthorized entry will result in disciplinary action.
2. **Roof Access:** Students are not permitted on the roof of any college building for unauthorized purposes.

#### K. TELEPHONE

1. **Harassment:** It is a crime under both state and federal laws for anyone to make obscene or harassing telephone calls
2. **Misuse:** It is a crime under both state and federal laws for anyone charge calls to another number or calling card without prior permission.

#### L. PUBLIC AREAS

1. **Sleeping:** Residents and guests are not permitted to sleep in the lounges or public areas.

2. **Usage:** After using common space, residents are expected to return furniture to its original position, and clean up any trash.
3. **Posting:** Posters are to be hung on approved bulletin boards only. Any posters not affiliated with Housing & Residence Life and hung in areas not designated as public boards will be removed immediately.

### III. ROOM CONDITIONS & DECORATIONS

#### A. APPLIANCES

1. **Permitted Appliances:** For health, safety, and sanitation reasons, the college does not allow cooking in rooms, with the exception of apartment-style units. The traditional residence halls were not designed to handle the electrical loads, venting and sewage demands associated with cooking. The only cooking appliances permitted in residence halls, with the exception of apartment-style units, are microwaves (up to 1000 Watts), electric popcorn poppers, coffee makers, and water warmers. Other types of cooking appliances (electric woks, George Foreman grills, etc.) are not permitted and may result in judicial action. Misuse of appliances with respect to sanitation, odor or safety may result in loss of privileges. Halogen lamps are not permitted in the residence halls.
2. **Refrigerators:** A student is permitted to have a refrigerator in their residence hall room/apartment if it meets the following conditions:
  - a. Size: Maximum of four (4) cubic feet capacity.
  - b. Electrical: Pulls not more than 1.5 amps.

#### B. ROOM FURNISHINGS

All furnishings in the residence hall are placed there for a specific purpose. Furniture or other equipment may not be moved from room to room or removed from public areas of the buildings. Misuse, improper relocation, or possession of residence hall furniture will result in a recovery fee of \$25, and disciplinary action.

1. **Common Area Furniture:** Furniture placed in public or semi-public areas of the residence halls is for the comfort and use of all students. Such furniture must remain in the designated areas and must not be moved into students' rooms. Discovery of such furniture in students' rooms can be considered theft.
2. **Storage:** Room furniture may not be removed or stored elsewhere on or off-campus.
3. **Misuse:** Room furnishings are to be used in the manner for which it is intended and designed and furnishings may not be disassembled.
4. **Arrangement:** Residents may arrange furniture that is not permanently affixed, in any reasonable manner, as long as damage does not occur.
4. **Outdoor Placement:** Neither College nor personal furniture is not to be placed outdoors.
5. **Personal Furniture:** Personal furniture of students may be used in students' rooms. Due to the lack of storage space, the college cannot store college-owned furniture to accommodate student-owned furniture in the rooms, with the exception of couches and chairs for family housing and

apartments. Circumstances requiring special accommodations for personal beds can be arranged with the Residence Director.

### C. BEDS & LOFTS

1. **Bunks and Lofts:** The use of personal bunk beds or lofts is strictly prohibited, regardless of make or manufacture. Lofts are defined as the raising of beds higher than their original position; such as, but not limited to, placing concrete blocks or storage crates under the bed frame.
2. **Waterbeds:** Waterbeds will be accommodated only under all of the following conditions:
  - a. Owner must be assigned to a private room.
  - b. Room must be located on the first floor of the residence hall.
  - c. If the furniture is moved to accommodate the bed, it must be stored in the involved room. Room must be re-set at check-out.
  - d. An Assumption of Liability form must be signed by the waterbed owner. Liability applies to accidental or deliberate damage due to any cause.
  - e. Room assignment arrangements must be made by the involved student. Housing will not change assignments in order to accommodate these requests.
  - f. For information, contact the Office of Housing & Residence Life.

### D. WINDOWS, SCREENS AND DOORS

1. **Removal:** Window screens and storm windows may not be removed. If a window screen or storm window is removed or unfastened, the maintenance staff will re-install it and a charge of \$25.00 will be levied against the resident(s) of the room. If the screen or storm window is completely removed and cannot be located, a new one will be installed and charges will be assessed to the resident(s) for replacement costs.
2. **Storing Food In Windows:** Storing food or other items in the window is prohibited as it presents a potential sanitation problem and loosens screens to a degree that they may fall out.
3. **Illicit Access:** Gaining access to an apartment/room through any means other than the door is strictly prohibited.
4. **Propping Doors:** Residents are permitted to prop their personal room doors open, provided that the method of propping does not damage the door, hinges, frame, closure apparatus, door lock mechanism, door handle, floor or any other surface. Dismantling of door closures will result in the immediate repair of the door and damage charges being assessed. Residents are solely responsible for the safety and security of their room when electing to prop open their door.
5. **Exterior Doors:** Exterior doors will remain locked 24-hours a day. Students must use their ASC Campus Card or room key to gain entry.

### E. DECORATIONS

1. **Exterior Decorations:** Placing signs in windows and on the exterior of room doors in college residence halls is considered a resident's privilege. As with any privilege, certain responsibilities are inherent. Should window decorations be considered inappropriate the resident will be asked to remove them. Controversial or antagonistic materials may draw personal confrontations from others within the community who may be offended by the content. The placing of inappropriate or offensive material including but not limited to, nudity or extremely violent items on the outside of a room door may result in immediate removal. Community standards are stated as decorations or displayed material one would find in the community of Alamosa.

2. **Damage to Surfaces:** While decorating one's room or apartment is encouraged, the use of nails, contact paper, screws, staples, putty or glue on walls, furniture, glass, doors, or other woodwork is not permitted. Residents may use scotch tape, masking tape, "Hold it," and "Plasti-tak," which does not leave residue after being removed. Residents in violation of this regulation must be prepared to pay for the restoration of any damaged surface(s).
3. **Empty Alcohol Containers:** Empty alcoholic containers may NOT be stored or used for decorative purposes and may result in an alcohol violation.

#### F. BARBECUE GRILLS

Barbecue grills (both gas and charcoal) are allowed ONLY in apartment style areas. The area below the grill must be kept clean from grease, food, and ash and the grill must be well maintained. Failure to comply may result in removal of grill and charges may be assessed for cleaning/damages.

#### G. AREA UPKEEP & CLEANLINESS

Residents are responsible for the upkeep and cleanliness of the interior and exterior area of their room/apartment. Exterior area should be kept clean and clear at all times. Failure to maintain the interior and/or exterior areas will result in health & wellness checks as determined by the Housing Department. Failure of health & wellness checks is grounds for eviction and forfeiture of housing deposit. "Reasonable Notice" in such cases will be 48-hour notice.

#### H. TRASH REMOVAL

1. **Disposal:** Residents must take their personal trash from their rooms to College dumpsters immediately, and are not permitted to leave trash in corridors, on landings, or other public areas of housing facilities.
2. **Public Trash Cans:** Residents are not permitted to dispose of trash from their individually assigned rooms in public trash cans in the residence halls.

### IV. COMMUNITY LIVING & PERSONAL RESPONSIBILITY

#### A. ASC AFFIRMATIONS

Students are responsible for upholding the ASC affirmations.

#### ADAMS STATE COLLEGE AFFIRMATIONS

As a student at Adams State College, you are joining a community of learners and scholars. Choosing to join this community involves a conscious commitment to uphold this community's values and expectations. These standards ensure that all members of our community have an optimal environment in which to teach, to learn, and to benefit from the Adams State College experience.

- I will practice academic integrity.
- I will relate to others with civility and respect.
- I will learn from differences in people, ideas, and experiences and will value the contributions each member adds to this community.
- I will uphold citizenship as a responsible member of the Adams State College community.
- In the tradition of Adams State College, I will strive for excellence and encourage it in others.

#### B. HARMFUL BEHAVIOR

Behavior that endangers or disturbs others' or one's own personal safety within the jurisdiction of the residence halls is prohibited.

1. **Sexual Offenses:** Sexual offenses including (but not limited to) contact, intrusion, and penetration without consent, public sexual indecency and indecent exposure are prohibited. For possible sanctions refer to the section: "Termination by the College"
2. **Potential Harm & Pranks:** Any action taken by residents that has the potential to cause harm, injury or damage to another resident, their room or their possessions may be subject to disciplinary action. This includes acts perceived as "pranks" against members of the residential community.
3. **Harm & Harassment:** Intentional infliction or threatened physical injury and verbal harassment to/of any person in the college community within the residence halls is prohibited.
4. **Abusive Conduct:** Abusive conduct including but not limited to physical abuse, verbal abuse, stalking, threats, intimidation, coercion, or other behavior that endangers the physical, emotional, or psychological health, safety, or welfare of others is strictly prohibited.
5. **Hazing:** Hazing is defined as any action taken or situation created to produce mental or physical discomfort, embarrassment, harassment, or ridicule to another person or group of people. Hazing by any group or individual within the residence hall community on the campus is strictly prohibited.
6. **Stalking:** The state of Colorado defines stalking as Repeatedly following, approaching, contacting, placing under surveillance, or making any form of communication with another person, a member of that person's immediate family, or someone with whom that person has or has had a continuing relationship in a manner that would cause a reasonable person to suffer serious emotional distress and does cause that person, a member of that person's immediate family, or someone with whom that person has or has had a continuing relationship to suffer serious emotional distress.

### C. GAMBLING

Colorado statutes strictly prohibit any person from using a room or any other location in the residence halls for gambling purposes, keeping a gambling table, wagering upon games, inducing minors to gamble, or making gambling contracts. Students who engage in such activities may face disciplinary action on campus and/or through the state judicial process.

### D. SALES AND SOLICITATIONS

1. **Solicitation:** Solicitors, salespersons, peddlers, and canvassers seeking student contacts are not permitted to operate in, or around, the college residence halls or Faculty Drive housing. The Residence Director, the Office of Housing & Residence Life, or Adams State College Police Department should be notified immediately of the presence of any of these individuals within the area of housing.
2. **Requested Conference:** Any student may issue a specific invitation to a solicitor for a private conference. Food, newspapers, etc. may be delivered to a student's residence only if the items have been ordered by the student.
3. **Business Use of Residential Space:** Students are not permitted to run a business out of an on-campus residential room/apartment. This includes but is not limited to barber shops, food sales, on-line business, and non-profit business.

### F. RECREATION ACTIVITIES

1. **Projectiles**
  - a. Dropping, throwing, or in any manner permitting objects, either liquid or solid, to be ejected into or out of windows or off balconies of residence halls is prohibited. Residents of the room are responsible for objects ejected from the window.

- b. Objects such as frisbees, balls, water, water balloons etc., must not be thrown in the hallway or off balconies, in individual rooms, or in public areas.

## 2. Sports & Activities

- a. The use of water guns, water cannons, or water balloons inside or around entrances of residence halls are prohibited.
- b. The use of skateboards, roller blades/roller skates or riding bikes in any residence hall building is prohibited.
- c. Bicycles may not be ridden, stored, or parked in hallways or other public areas in the residence halls. Bike racks, which are located around the residence halls, are provided for parking bicycles.

## G. GUESTS

1. **Guest Behavior:** Visitors and guests are subject to all college regulations and it is the responsibility of the host or hostess to inform the guest(s) of all pertinent regulations. Each resident assumes full responsibility for the behavior and conduct of his/her guest(s) while in the residence halls and the immediate vicinity. The resident shall be held financially responsible for any damages incurred as a result of actions of his/her guest(s).
2. **Escort:** Guests should be escorted by their host at all times.
3. **Overnight Visitation:** Guests of the opposite sex are not permitted to stay overnight in the resident's room. Accommodations can be arranged through the Office of Housing & Residence Life for this guest at \$18.00/night/person. Space may be limited and arrangements should be made in advance.
  - a. Guests may not stay more than 3 consecutive nights.
  - b. Overnight visitation is intended for occasional guests, and regularly housing non-residents may result in disciplinary action.
  - c. On-campus residents cannot be considered "guests", and are expected to reside in their assigned room unless given expressed permission by Residence Director staff to stay in alternate accommodations in extenuating circumstances.
4. **Registering Overnight Guests:** All overnight guests must be registered with the hall staff. The required registration is to aid in locating guests in the event of emergencies and distinguishes between invited guests and individuals who should not be in the residence halls. The housing staff may ask guests who they are visiting and escort the guest to the room of the responsible resident. Guest Registration forms are available at the RA Desk in each building/area from 7:00PM-10:00PM daily.
5. **Cohabitation:** Is defined as accommodating another person's stay in one's room for an extended period of time, and is prohibited in all residence hall areas.
6. **Visitor Removal:** Housing officials reserve the right to remove registered guests for policy violations or failure to comply with staff. If the guest is not an invited guest, he/she will be escorted from the building, especially after 10:00pm. Failure to register overnight guests with the hall staff, violating policies, or inappropriate behavior may result in the guest being asked to vacate the premises and the resident's visitation privileges being suspended.
7. **Subletting:** The housing contract does not allow "sub-leasing" type arrangements.
8. **Parking:** Guest parking permits can be obtained through the ASC Police Department.
9. **Bathrooms:** Community bathrooms/shower rooms on the residence hall floors may not be used by guests of the opposite sex. Guest use of restroom facilities should not create undue interference with other residents' use of those facilities.

10. **Family Housing:** Family residents will, at all times, be responsible for the conduct of their dependents and/or their guests.

#### H. NOISE AND DISTURBANCE

1. **Quiet Hours:** Quiet hours are set for each residence hall from 10:00PM to 10:00AM daily, unless otherwise posted.
2. **Courtesy Hours:** The college has also established 24 hour courtesy hours to promote courtesy and consideration for the rights of others in order to maintain an academic atmosphere. All campus community members are empowered to address behavior that is disruptive to their academic well-being at any time, and those exhibiting the behavior are expected to comply with reasonable requests.
3. **Excessive Noise:** Excessive noise and/or rowdy behavior within the residence halls or apartments will not be tolerated. The concept of the residential community means that residents must have due regard for their neighbors. Complaints against an individual, specific group, room, apartment, or floor may result in disciplinary action. Gatherings that are loud and or disruptive will be dispersed at the discretion of housing staff.
4. **Ceasing Behavior:** Social functions which tend to be loud and disturbing must be terminated upon request of a college official. The operation of stereo equipment, television, musical instruments, or other instruments which could disturb fellow residents must be restricted to a reasonable volume and at reasonable hours.

#### I. PROVIDING FALSE INFORMATION

1. **False Information:** A student may not furnish false or misleading information to college officials, including residence hall personnel, or on college records, nor shall s/he alter or tamper with such records.
2. **College ID:** Students must show their ID card upon request to residence hall staff members and other appropriate college officials acting in the performance of their duties in enforcing college rules and regulations.

#### J. PETS

1. **Prohibited Pets:** Due to the group-living situation and the design of the residence halls/apartments (single and family student units), pets, birds, reptiles, or animals of any kind are not allowed in the residence halls at any time. This includes pets brought to campus by a guest(s) of the residents in the hall. Violation of this rule may result in fines, damage/cleaning charges, forfeiture of housing deposit, and/or disciplinary proceedings. A minimum of a \$25.00 fine will be assessed for violating the pet policy.
2. **Fish & Fish Tanks:** The only pets permitted on campus are fish in well-maintained aquariums not to exceed a 20 gallon capacity.
3. **Pet Removal:**
  - a. The resident(s) will be required to remove the pet within 24 hours.
  - b. Removal of the pet may be immediate if it is determined by college officials to be a potential threat to the community. Written notification of the violation will be sent and follow up by the hall staff will occur to confirm the pet has been removed. A minimum of a \$25.00 fine will be assessed for violating the pet policy.

- c. Failure to remove a pet, or a repeated violation of the pet policy will result in the forfeiture of the \$100.00 housing deposit; removal of the pet, and re-posting the \$100.00 deposit and/or eviction from campus housing. Failure to post a housing deposit by the date outlined in the written notification will be a violation of the housing contract and result in eviction.

#### K. HOSTILE ROOMMATE

1. **Living Environment:** Behavior that creates an environment in the assigned room that encroaches on the roommate's rights, ability to sleep or study, compromises other occupants' safety and security, or otherwise creates a hostile living environment will not be tolerated.
2. **Appropriate Conduct:** Conduct that estranges residents from their living environment will not be tolerated. This includes, habitual violation of policies, harassment, poor hygiene, signs of aggression, sexual activity, or other like behaviors.
3. **Third Parties:** The behaviors that non-residents of a room engage in can also be taken into account when considering a hostile roommate situation. If a non-resident is acting as an aggressor, with or without the knowledge of the party on whose behalf s/he is acting, the in-room party can be held responsible for outside parties' actions.

#### L. VEHICLES

1. **Safety:** Drive slowly and carefully around the apartment areas and be particularly alert for children.
2. **Driving on Unapproved Surfaces:** In order to avoid damage to the grass, sidewalks, and sprinkling system, driving over the lawn or sidewalks to load or unload is not permitted. All deliveries, loading, or unloading must be made from the parking lots or streets.
3. **Small Motorized Vehicles:** Motor-driven bikes, scooters or cycles may not be brought inside the residence halls or parked in areas other than the spaces provided.
4. **Parking Permits:** Parking decals are required for on-campus parking. These decals can be obtained at registration or from the Adams State College Police Department at 1 Petteys Hall. The parking decal is good for the entire academic year.

#### M. VIOLATING RULES

1. **Involvement with a Violation:** If a resident elects to remain in a room in which a policy violation is taking place, or elects to stay when a violation is eminent, s/he can be held responsible for that violation. If not found responsible for the primary violation in question, a resident can still be held responsible for being passively involved and sanctioned accordingly.
2. **Awareness of Violations:** A resident can be held responsible for a policy violation if s/he is aware of a violation of College policy and fails to report it.
3. **Repeat Violations:** Violating the terms of any disciplinary sanctions imposed for an earlier violation may result in further disciplinary action and/or removal from college housing, and the student may be liable for the remaining academic year housing charges.
4. **Policy Awareness:** Violating any Adams State College published rule, regulation or guideline is prohibited. It is necessary that you be familiar with the information in this document and the Student Code of Conduct, as well as other published materials of the college, to thoroughly understand your rights and responsibilities within the residence hall community as a whole.

## Guidelines for Conflict Resolution

### I. Fundamental Concepts & Assumptions

1. Conflict should be resolved at the lowest possible level.
2. It is best to handle conflict in private.
3. It is best to handle conflict in person, face-to-face, not via electronic media or any other means.
4. Conflict can provide an opportunity for growth.
5. Confrontation is a subset of communication, and is also not inherently negative.
6. Everyone makes mistakes, and it is nice to have the opportunity to correct them.
7. We experience the impact of actions, but can only assume intent.
8. While it is unfair to cause harm to begin with, it is also unfair for a victim of harm to assume that the person who harmed them knows that they caused harm, and did so with ill intent.
9. The objective is to identify solutions, which may require identifying problems first. Don't stop at merely identifying the problem.
10. All parties must maintain open minds, listen, assume positively until they know otherwise, and maintain responsibility for their actions, perceptions, and attitudes.

### II. Phases of Conflict Resolution

1. The party who has experienced harm, or recognizes a conflict brings the conflict up in person to the other party involved.
  - a. If the person experiencing harm or recognizing a conflict is unsure of how to approach the situation, it is advisable to consult with Housing & Residence Life staff members.
  - b. At this stage, the appropriate response of Housing & Residence Life staff members is to listen, advise, and ask what it is the individual needs to address the conflict.
  - c. If the party being harmed has been victimized (e.g. harassment, inter-personal violence, theft, etc.) or has experienced a significant breach of trust, it is advisable now to include Housing & Residence Life staff members.
2. The parties involved in the conflict both voice their understanding of the conflict, and what solutions each of them proposes.
  - a. Parties will then continue discussion until a resolution is reached.
  - b. After this conversation, parties will need to continue to monitor the status of the conflict, and address subsequent behavior that furthers the conflict.
3. If the parties fail to reach an amicable agreement, or if conflict persists despite subsequent discussions, or if the party being harmed has been victimized (e.g. harassment, inter-personal violence, theft, etc.), or has experienced a significant breach of trust, it is advisable to include Housing & Residence Life staff members.
4. Resident Assistants will mediate a conversation aimed toward understanding the nature of the conflict, and work with the parties involved to establish the content of a Roommate Contract between those involved.
5. Failure to uphold the terms of the Roommate Contract may result in the violating party being administratively relocated, and/or held accountable through the student conduct process.
6. Mutual failure to uphold the terms of the Roommate Contract may result in both parties being administratively relocated, and/or held accountable through the student conduct process.
7. Acts of retaliation, creating a hostile living environment, gossip, harassment or other similar actions may result in the administrative relocation of the offending party, regardless of if these terms were stated in the Roommate Contract.
8. Failure to uphold the terms of the Roommate Contract, retaliatory acts and acts that create a hostile living environment, or failure to cooperate in the Resident Assistant-facilitated mediation will result in referral to the Residence Director staff.

## Student Conduct Process & Guidelines

With respect to students found responsible for violations of the College policy, the College has established disciplinary procedures in which any of the following sanctions may be imposed pending the severity of the incident. A letter explaining the sanctions and conditions will be entered into the student's permanent Student Affairs record. Failure to comply with these sanctions will result in further disciplinary action.

### **I. Possible Sanctions** (multiple sanctions may be assigned):

- ❖ Verbal warning
- ❖ Written warning
- ❖ Educational assignment
- ❖ Educational assignment with fee and/or monetary fine
- ❖ Monetary fines
- ❖ Community service
- ❖ Loss of privileges
- ❖ Denial of access
- ❖ Referral to campus resources
- ❖ Forfeiture of Housing Deposit
- ❖ Follow-up Meeting with Residence Director or other staff member
- ❖ Mandatory referral to personal counseling
- ❖ Mandatory referral to substance abuse counseling and education which may require a minimum of eight hours and the student will be charged to pay for the counseling services.
- ❖ Parent notification - pending severity or frequency of violation(s). The U.S. Congress enacted the Higher Education Reauthorization Act of 1998. Within this Act, the Federal Government allowed colleges and universities the option to notify parents or guardians, of students under the age of 21, of violations for alcohol and/or drug use. Adams State College reserves the right to notify parents if the college deems it necessary for the welfare of the student.
- ❖ Administrative relocation of the resident
- ❖ Contract Termination and Eviction from the residence halls. If the student is evicted, the student will accept full financial responsibility for the remainder of that academic semester
- ❖ Refusal of entry to residence halls (after contract termination)
- ❖ Charges may be submitted to the district attorney for prosecution if the individual is under the legal drinking age.
- ❖ Referred to Director of Auxiliary Services or Dean of Students for further disciplinary action with the recommendation for suspension or expulsion from college. A notation of expulsion will be entered in the student's academic transcript
- ❖ A probationary period following imposition of sanctions.
- ❖ Hall Probation for a specified amount of time during which subsequent violations will result in administrative relocation to another residence hall.
- ❖ Disciplinary Probation for a specified amount of time during which subsequent violations will result in more extensive disciplinary action.
- ❖ Contractual Probation for a specified amount of time during which subsequent violations will result in recommendation for eviction from the residence halls

### **E. Fines & Charges**

The following are items not included in the Standards of Residence that students may be fined/charged for however, this list is not inclusive:

- Failure to complete Community Service assignments: \$15.00/hour
- Tampering with Fire Alarm System and/or equipment: no minimum charge, and up

- Restitution for stolen, damaged or lost items: no minimum charge, up to cost of item(s) plus labor
- Damage to facilities: No minimum for fines, plus charges for parts and labor to repair or replace damaged item(s)
- Students whose contract is terminated by the college will be responsible for the remainder of the semesters rent charges.
- Removal of wardrobes inserts: \$10.00 and up
- Removal and storage of property abandoned check-out: \$25.00 and up
- Trash Removal: \$15.00 and up
- Failure to complete educational assignments: \$25.00 and up
- Cleaning and maintenance charges: \$17.00/hour

## **F. APPEALS**

Appeals of any Housing & Residence Life staff member's decision are made only to the next higher position. Students are allowed one appeal per decision to the next level. Requests for appeals must be made in writing no later than five business days after notification of sanctions rendered. Requests must state grounds for appeal. Failure to file the above mentioned notice within the prescribed five business days shall constitute a waiver of the right to an appeal. The appeal proceedings are designed to be informal in nature, and no formal rules of evidence procedures shall apply.

RESIDENCE DIRECTOR - If decision made here, appeal to Assistant Director of Housing & Residence Life.

ASSISTANT DIRECTOR OF HOUSING & RESIDENCE LIFE - If decision made here, appeal to Director of Auxiliary Services.

DIRECTOR OF AUXILIARY SERVICES - A decision or judgment may be appealed to the Dean of Student Affairs on the following grounds:

- a. Prejudicial error committed during the hearing whereby the aggrieved was deprived of a fair hearing.
- b. Non-cumulative material and relevant evidence, new or newly discovered, which, with reasonable diligence, could not have been produced at the hearing.
- c. The decision of judgment is not supported nor justified by evidence.
- d. The decision is not supported by Adams State College policy or procedure.