



OFFICE OF HOUSING
& RESIDENTIAL LIFE

Community Living Standards:

University of Michigan-Flint

2021-2022

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Community Living Standards at the University of Michigan-Flint



OFFICE OF HOUSING & RESIDENTIAL LIFE

The Office of Housing and Residential Life (HRL) is committed to providing an environment conducive to the educational, psychological, and social development of our residents. Respect for the rights of the individual balanced by the rights and interests of the community as a whole is expected. All members of the residence hall community—residents, staff, and guests—are expected to act in a manner that demonstrates respect and consideration for others. The Residence Hall Community Living Standards outlined in this document have been developed to help promote such a community.

In our residence halls, you will find many people with interests similar to your own. You will also find people who are more different than you in ways you may not have expected. The diversity of appearances, beliefs and expectations is astounding, wonderful, and sometimes intimidating. HRL strives to create an environment in which positive relationships with all these people, similar and dissimilar, may thrive. The aspiration of HRL staff is to create an atmosphere of mutual respect and understanding where a resident's right to a safe, clean, and comfortable home is respected. We hope you will adopt the principles of this document as your own and use them to help make your experience in the hall positive, educational, and enjoyable.

Mission Statement

The Office of HRL seeks to provide a safe space for our community members to express diversity and enjoy a culture of inclusiveness in which students are encouraged to achieve their academic and social potential at an urban, student-centered university. Student residents are expected to actively craft their community through responsible communication, decision making, and behavior that considers both individual and collective needs. Through our process of engagement, residents emerge as civically minded citizens who are prepared to lead and positively impact their communities and beyond.

Statement on Nondiscrimination

HRL supports and follows University guidelines with respect to nondiscrimination and fair treatment in employment, educational programs, activities, policy enforcement, and residence hall assignments. Members of the University community who have concerns or complaints about HRL in these areas, or questions about the information in this document, should contact the Office of HRL via email at flint.housing@umich.edu or by phone at 810-237-6571.

Resident Bill of Rights

The Office of HRL strives for a positive environment for living and learning in our residential communities, where residents treat one another with respect and in good faith, and appreciate the value of conducting themselves in a responsible manner. In the interest of promoting this positive environment, the Housing community has developed the Resident Bill of Rights. The Resident Bill of Rights, represents aspirations of the Office of HRL for its communities, but it is not a guarantee. We expect all members of the community to strive to make these aspirations a reality by supporting these rights for themselves and for their fellow community members.

As a member of the residential community, each resident has the right to:

- Read and study free from undue interference in one's suite/room. Unreasonable noise and other distractions inhibit the exercise of this right.

- Sleep without undue disturbance from noise, suitemates/roommates, guests, or other distractions.
- Expect that a suitemate/roommate and their guests will respect one's personal belongings.
- A clean, sanitary, and orderly environment in which to live.
- Free access to one's suite/room and facilities without pressure from a suitemate/roommate.
- Personal privacy.
- Feel respected and valued.
- Host a guest with the expectation that guests are to respect the rights of the host's suitemate/roommate and other residents.
- Redress of grievances, and participation in conflict resolution. (Residence hall staff members are available for assistance in this process).
- Be free from intimidation, and verbal, physical, and/or emotional harm.
- Play a role in the development of the community through hall leadership opportunities, programs, and responsible behavior.
- Expect reasonable cooperation in the use of shared equipment and appliances.
- Bring forward in an appropriate and timely manner, to staff or other residents, concerns about violations of Community Living Standards as described in this publication.

For the 2021-2022 academic year, communal living will look different than it has in past years. Please fully read the COVID-19 and Public Health-Informed Policies set forth in an addendum to the CLS. To help mitigate the spread of contagious viruses, like coronavirus, within our residential spaces, we need all of our residential students' commitment to public health-informed policies and practices.

COVID-19 and Public Health-Informed Policies

The University of Michigan-Flint aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within Housing & Residential Life (HRL), the 2019 Novel Coronavirus or similar public health crisis ("COVID-19") will impact your housing experience as HRL continues to make public health-informed decisions. The below policies and guidelines are incorporated into the Community Living Standards (CLS) and are applicable to all residential students. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

1. **Health and Safety.** We expect that all members of the University of Michigan-Flint community—residents, staff and visitors—will act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within HRL and the University may request or require a resident to leave University of Michigan-Flint housing if their continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University of Michigan-Flint as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 screening and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus), and vaccination. Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.
2. **Quarantine / Isolation / Separation.** At any time, the University may request or require a resident to leave HRL when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from HRL to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the CLS and may subject a student to emergency removal from their assigned space. For example, not all HRL residential rooms or halls are appropriate for self-quarantine or self-isolation. In those situations where a student is recommended to self-quarantine or self-isolate, the student may not be permitted to continue residing in their residential space and should return to their permanent residence for the duration of isolation/quarantine. In cases where returning to a permanent residence is not possible, students will

- be provided alternative housing arrangements if needed. Removal from HRL to isolate or quarantine does not constitute a termination of a residential student's housing contract.
3. De-Densifying Efforts. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event HRL must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, the University of Michigan-Flint will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time.
 4. Food Services. Food service, including where and how it will be offered to residential students, is subject to the discretion of the University of Michigan-Flint and its external vendors and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University or Housing & Residential Life, set forth in Paragraph 1, Food Service may limit the occupancy of dining areas, limit the amount of time students may reside within dining areas or make other operational adjustments needed to address health and safety concerns.
 5. Cleaning. Housing & Residential Life will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergencies in the interest of minimizing the spread of disease. HRL will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
 6. Termination. Upon reasonable notice, Housing & Residential Life reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event HRL terminates housing contracts due to public health concerns, the University of Michigan-Flint will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

You are equally responsible for complying with this COVID-19 section as you are for those policies, terms, and conditions contained elsewhere in the CLS and as directly printed on the Housing Contract. In the event of a conflict between this COVID-19 section and the CLS or Housing Contract, this COVID-19 section applies.

GENDER INCLUSIVE HOUSING

In order to better meet the needs of a diverse student body and provide residential environments that support all students in being academically and personally successful, the Office of Housing and Residential Life (HRL) provides gender inclusive student housing. While not limited to any specific population of students, it is our intention to offer a more welcoming and inclusive environment for our transgender, gender fluid and gender non-conforming students.

Offering a gender inclusive housing option at UM-Flint acknowledges the diverse needs of our student body and underscores the importance of a community where everyone can feel welcome and at home. Gender inclusive housing helps further a residential climate that is positive, respectful, and inclusive for all residents. Living in gender inclusive housing is voluntary. The majority of the university's residential system limits living arrangements to same-gender roommate pairings, which does not meet the needs of some students. Gender inclusive housing options allow students who identify as transgender,* gender non-conforming*, agender* and similarly identified students the ability to choose a roommate of any gender or gender expression. Gender inclusive housing is open to anyone looking for a safe, inclusive, and supportive living experience and open to students of any gender identity or gender expression. Gender inclusive housing is available to both new, incoming residents and returning residents.

For information about how to request Gender Inclusive Housing, visit our Housing & Residential Life webpage. Please see our FAQs for additional information or contact our office at flint.housing@umich.edu.

HOUSING AGREEMENT and LEGAL INFORMATION

Your Housing Agreement is the basic document that states the contractual obligations between you and the University. This document, the Community Living Standards, is legally binding and incorporated by reference in

the Housing Agreement. **You are equally responsible for complying with the rules, policies and regulations contained herein as you are for those directly printed on the Housing Contract.**

Hold Harmless: You agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of your use of space within University Housing, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that by residing in Residence Hall buildings, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

Personal Property and Liability Protection: The University and HRL do not assume any liability for loss, theft or damage to the personal property of residents in any Residence Hall location, including parking lots. Residents are strongly encouraged to maintain appropriate insurance coverage on all personal property, including automobiles. Purchase of a HRL parking permit requires the vehicle to be appropriately insured.

Eligibility to Live in Residence Halls: Residents who have signed a housing agreement must be enrolled for one or more credit hours at the University of Michigan-Flint during the entire time period defined by the agreement. Students do not need to be enrolled in classes for the Spring and Summer semesters, however they must be a returning student for the following Fall semester to be eligible to live in housing for the Spring and Summer semesters.

Reapplication/Renewal: Reapplication is the process during the Winter semester when current residents and students can select a room in the residence halls for the following fall semester. All agreements for the residence halls are for the specific duration printed on a student's housing agreement and are not automatically renewable. Residents may reapply for the next academic year or Spring/Summer semester during the Winter Semester.

Extended Stay: Residents may not remain in housing beyond the standard residence hall agreement end date. All residents requesting to **extend their** stay must notify and be pre-approved by HRL. There will be a per diem charge for approved extended stays, plus an additional charge for anyone who does not complete the request and approval process.

Suite/Room Changes - Resident-Initiated: Residents may request a suite/room change by contacting HRL, and any change must be authorized in advance and approved in writing by HRL. Individuals may not occupy any space to which they have not been assigned (originally or through room swap, waitlist, or other authorized process), even if it appears to be vacant. Residents must ensure that any unassigned space, including furnishings, in their room or suite is in a condition ready for a new occupant at all times. Resident-initiated room change requests will not be reviewed or approved before "10th" day and/or the third week of each semester.

Residents must be fully eligible for the space they are switching into, and switches that result in a change of room type will be billed at the rate of the new room. No one may pressure a resident to make a room change, including offers of monetary compensation or other incentives or rewards. In addition, room swaps made to circumvent a waitlist process will be null and void.

Suite/Room Changes - Housing and Residential Life Initiated: Housing and Residential Life may require contract holders to move to other accommodations in University owned and operated facilities if it is determined by HRL to be in the best interest of the contract holder and/or other occupants of the housing unit, the University, or HRL. Efforts will be made to offer comparable accommodations. A move may, however, result in a rate change for which contract holders are responsible. These changes will occur within a time frame determined by Housing and Residential Life.

Roommate/Suitemate Agreements: The roommate/suitemate agreements are written documents that help students develop shared rules and expectations during their time living together. Resident Advisors and HRL professional staff are available to offer guidance and assistance with this process. Participation in the Roommate/Suitemate Agreements are mandatory for all students living in First Street Residence Hall.

Termination for Suite/Room (Non-Disciplinary): Residence hall agreements are issued for the entire academic year (Fall Semester and Winter Semester) for residents entering in the Fall. Residents entering Winter, Spring or Summer semesters are issued agreements for the respective semesters only. Residents may not simply terminate their residence hall agreement. They must petition through the Petition to Alter/Terminate Housing Agreement Process.

The University may terminate a housing agreement on non-disciplinary grounds when a student (a) signs an agreement in advance of enrollment and then becomes ineligible to enroll, or does not enroll in the University; (b) withdraws from the University or otherwise becomes ineligible to live on campus before the agreement expires; (c) marries or becomes a parent; (d) has documented health or psychological reasons that necessitates the termination of the agreement; (e) experiences a change in financial circumstances that necessitates the termination of the agreement; or (f) leaves during the term of the agreement to pursue a study-abroad program. A resident may petition to terminate an agreement for other special or mitigating reasons not known at the time of agreement signing and approvals of such requests are rare. Residents whose agreements are terminated on grounds described above will have two days to vacate the premises after notification of agreement termination is provided in writing. Terminations initiated by residents for any reason are not automatic and require that the petition process be followed as described below.

Special Circumstances

HRL and the Office of the Dean of Students reserve the right to request or require a resident to leave HRL when a resident's behavior significantly disrupts the life of the community or poses a risk to any student, staff, faculty, or guest. HRL may attempt to work with the resident to create specific agreements concerning the resident's behavior. Such agreements constitute an addition to the resident's housing agreement. Violations of such agreements are grounds for termination of the agreement. The University and the student may terminate the agreement by mutual agreement for compelling extenuating circumstances.

Expiration of agreement term

All residents must vacate their suite/room within 24 hours of their last exam, but no later than the end date and time stated on their agreement, regardless of whether the academic semester has expired. (Exceptions to this policy are described in *Extended Stay*.) A resident who remains beyond the expiration date without the written permission of HRL is considered a trespasser. Residents are subject to removal and/or additional charges for housing and services resulting from a stay beyond the stated agreement period, along with any other remedies the University may have under the law.

Suite/Room Condition Inventory (RCI)

All residents must complete, sign, and return a Suite/Room Condition Inventory (S/RCI) when moving into a residence hall suite/room, either at the beginning of a term or when changing suites/rooms within a term. The S/RCI documents any problems with the condition of the suite/room when it is initially occupied. If the S/RCI is not completed and returned by the deadline provided at the beginning of the semester/move-in date HRL will assume that there were no problems with the suite/room when the residents move in. Residents will be held responsible for any damage found to their suite/room when they moved out unless (a) it was noted on the S/RCI, (b) it is normal wear and tear, or (c) it is a maintenance problem that arose during the year and was properly reported.

Check-out

Residents vacating the residence halls at the end of the agreement term, or because of an agreement reassignment or termination, must turn in any University-provided keycards during their check-out process. Residents who do not return their keycards will be charged for their replacement. Please note that keycards are programmed with an automatic expiration date.

Residents who do not schedule a checkout appointment with a Resident Advisor, do not complete required Express Checkout procedures, and/or failed to submit a Suite/Room Condition Inventory following their move-in date is acknowledging responsibility for all room charges up until their check-out is officially recorded by the hall as well as for additional charges related to an unauthorized late stay.

A member of the HRL professional staff determines a final room condition report and any related charges

following a student's departure. This includes checking walls, ceilings, woodwork, floors, interior and exterior fixtures and furnishings. All University-provided furnishing must be in the room in original condition upon checkout, or charges may be incurred for moving, repair and/or replacement costs.

Damage and Loss Assessment

You are responsible for all damage, losses, or extraordinary cleaning that is in or associated with your room/suite. If the damage, loss, or need for cleaning is discovered during the term of the agreement, you will have ten days to appeal the assessment in writing to the Office of HRL.

Such damage may be for extraordinary cleanup required for the disposal of hazardous materials, such as mercury from a mercury thermometer. If the damage or loss is discovered after you move out, a statement will be sent to your University email address. If you wish to appeal such an assessment, you must respond by the date indicated on the notice of damage billing.

Group Billing

The most impartial way to effect restitution for damages that negatively affect the community is to bill only those responsible. However, there are instances when damages occur in individual suites/rooms or in the common areas of the floor or building, and attempts to identify the parties responsible for the damage are not successful. Any residents aware of any person responsible for specific damages should contact a Resident Advisor (RA) or the Hall Director.

Residents who were not on campus during the period the damage occurred may be exempt from charges billed to a group; residents in this category must inform the Hall Director in writing as soon as possible after receipt of the notice of the group billing. The Hall Director, in consultation with HRL staff, will make the final determination.

Health and Safety Inspections

It is the responsibility of all residents to keep their assigned room/suite neat, clean, and free of any hazard to sanitation or congenial group living—this includes a level of cleanliness that discourages pests, mold, bacterial growth, and other health and safety hazards. Since several people share the same living area, it is essential for everyone in that living unit to take an active role in cleaning. The RA of each living area will conduct routine (typically monthly) Health and Safety Inspections. This means that a staff member will visit each suite and check the cleanliness of each suite, including bedrooms, kitchens, bathrooms, and common areas. Residents will receive at least a 72 hour notice prior to staff entering student suites. Living units that fail Health and Safety Inspections will be asked to resolve the concerns. If the concerns are not resolved, disciplinary action will be taken which may include monetary charges. Any prohibited items found during the Health & Safety inspection will be confiscated and secured in HRL Office space until after a conduct meeting with the Hearing Officer. All prohibited items (legal) shall be removed from the premises after the conclusion of the meeting.

Decorating or altering space

The Residence Halls are a home-away-from-home for our student population and the desire to create a unique and homey space is natural and encouraged, however there are parameters in place to keep residents safe. If there are any questions about a decoration the resident should check with HRL staff. Residents are not permitted to:

- Paint, wallpaper, or otherwise alter walls, floors, cabinets, fixtures, etc.
- Hang or affix items in any part of the suite that damage the paint, surfaces, walls, etc..
- Change the interior finishes, hardware, window coverings, etc. Remove, modify or tamper with any room fixture or component including doors, walls, ceilings, floors, windows, electrical systems, pipe systems or safety systems.
- No items, such as TVs, fans, or wall partitions may be nailed, bolted or otherwise permanently attached to any part of the building.

There shall be no decorations affixed, adhered, or placed in or on any wall, floor, door, window, lighting fixture or ceiling in any portion of any residence hall with the following exceptions:

- Residential room doors may be decorated by the residents of that room with materials that hold flat to the door. These materials shall be limited to paper, construction paper, poster-board or other

materials that are not raised nor have three-dimensional properties of any kind.

- No materials may cover the door's peephole, the door lock/knob assembly, or the room number.
- The means of adhering must not cause any damage to the finish of the door.
- No decoration shall extend beyond the width and height of the door.

While planning a decorating program, the following regulations must be observed:

- Combustible materials such as cotton batting, straw, dry vines, leaves, tree (cut or live), artificial flowers, shrubbery, and foam-type plastic materials shall not be used for decorative purposes.
- Posters and banners for approved HRL programs may be displayed throughout the hall, but must follow the same policies outlined above.
- Decorations found to be in violation of this policy may be removed and discarded without notice. When notice is possible, the person responsible for the violation will be given an opportunity to immediately remove the materials.
- Marketing material should not be placed on windows throughout the building or outside of authorized designation for signage. Those found will be removed.
- With written permission from HRL staff, programmatic banners or posters may be posted in areas other than those detailed above.

Photos

Residents hereby grants and irrevocably consents to the reproduction, publication and/or sale of photographs, images and/or other likenesses attained by University of Michigan-Flint staff. Participants agree that the images may be used in any form and for any purpose whatsoever, including: publications, promotional matters, advertising, trade exhibition, etc. Participant hereby releases and discharges the University and its licensees and assigns from any and all claims and demands by Participant's heirs or assigns arising out of or in connection with the use of these photographs, images and/or likenesses.

PROHIBITED ITEMS

The following items are not permitted in the residence halls:

- Air conditioners
- Appliances without an automatic shut off (e.g., slow cookers, crockpots, Instantpots, rice cookers, waffle and s'mores makers, irons, electric kettles, coffee makers)
- Appliances not owned by HRL greater than 5.5 cubic foot capacity and/or with an amperage draw of more than 1.5 amps (cube refrigerators, microwaves, etc.)
- Candles, incense, and candle/oil warmers
- Drug-related paraphernalia (e.g., bong, pipe, vaporizers), water pipes (hookahs)
- Electrical outlet extenders (devices that can be screwed into a light bulb socket that has an electrical outlet – the lightbulb is then screwed into the extender)
- Extension cords higher than 16 gauge (e.g., 18 or 20 gauge)
- Firearms, fireworks, explosives and ammunition
- Electric fireplaces, space heaters, etc.
- Flammable items, such as fuel (propane, lamp oil, solvents, lava lamps, gasoline, etc.)
- Foil-lined cupboards, stove and/or walls/windows
- Fog machines
- Grills (gas, charcoal, electric, etc.)
- Halogen lamps, bulbs (all types, including clip-on, torchiere, desk, and spider lamps)
- Heating pads or electric blankets without automatic shut off features
- Hot plates, toaster ovens, or any cooking appliance with an exposed cooking element
- "Hoverboards", electronic skateboards, self-balancing boards/scooters and other similar equipment are prohibited from being used, stored, and/or charged inside any housing facility
- Humidifiers of all types unless there is documented medical need approved by the University
- Locks, latches, or similar devices (for interior or exterior doors) beyond what is provided by HRL
- Mercury thermometers (residents found responsible for a broken mercury thermometer will be charged \$800-\$2,000 for the spill cleanup)
- Natural, cut trees, branches and/or greens (such as holiday trees, wreaths and garlands)
- Oil-based popcorn poppers, deep frying appliances/devices
- Pets

- Pesticides/Pest control (such as commercially available bug bombs, spray, or poison bait)
- Pianos and organs
- 3D printers
- Satellite dishes mounted in any fashion to any interior or exterior area
- Sleeping pods, capsules, or enclosures that could impede a person's ability to hear a fire alarm or notice of evacuationSubwoofers, sound systems, or entertainment systems that cause an excessive and disruptive degree of noise.Tanning beds, trampolines, waterbeds
- Vent covers
- Wireless routers and other technologies that interfere with normal network operations

CAMPUS RESOURCES

Residential Computing Network and Technology

The Office of HRL, in cooperation with the University of Michigan-Flint's Information Technology Services (ITS), strives to provide high quality networking and technology services in the University's residence halls. ITS services are designed to promote and support the academic endeavors of students, provided they do not infringe on the rights or network services of others, either within or outside of the University community. By registering for or using the services provided, residents agree to the terms outlined in **ITS Access and Compliance** document. It is a violation of the **Code of Student Conduct** to misuse University computer resources. Students must indicate agreement with these policies in order to complete the online registration of their computer for ITS service.

Prohibited Technologies

The ITS network is a complex and much used resource. To protect the network and ensure its availability to all residents, ITS reserves the right to limit or prohibit any technology or device at any time that may damage the network or extend it in an insecure manner. Such technologies and devices include, but are not limited to, the following:

- Wireless networks and wireless network hardware.
- Wireless devices, operating in the IEEE [802.11a](#), [802.11ac](#), [802.11b/g](#), or [802.11n](#) wireless spectrums, which interfere directly with the University wireless network in such a manner as to limit or disrupt service for wireless users in any location on campus. Specifically, this includes devices operating in the [802.11b](#) and [802.11g](#), 2.4 GHz ISM band, the [802.11a](#) or [802.11ac](#) 5 GHz U-NII band, and/or [802.11n](#) devices operating in either or both of these bands. Some examples of potentially interfering devices are microwave ovens, security cameras, Bluetooth devices, amateur radio, video-sending devices, and cordless phones, routers and switches, hardware firewalls, devices and services that use an inordinately greater share of network resources than a typical single network device.
- Dynamic Host Configuration Protocol (DHCP) servers, Domain Name Service (DNS) servers, and any other privately controlled server that provides any service that interferes with, or duplicates, services provided by the University network.

Responsible Use of Network Resources

Each user of the ITS network is a member of a unique community. With that membership come responsibilities and expectations about online behavior. Failure to adhere to these expectations may result in the immediate loss of network access as well as referral to the HRL Conflict Resolution Process. This policy applies to any violation of the Community Living Standards involving the use of a computer or other network device. For example, the following actions are prohibited and may subject the user to immediate loss of network access:

- Harassing anyone via email
- Sending mass mailings, or "spamming"
- "Spoofing" or "snooping" software which has the effect of or is designed to seek out information such as passwords, credit card numbers or network vulnerabilities
- Use of the ITS network for the operation of any part of a business
- Assuming another person's name or identity, or using another person's accounts or access privileges
- Allowing others to use your identity, network connection or workstation to gain access to University resources to which they would not otherwise have access
- Installing logging or monitoring software or device on any computer not your own

For more information and to learn more, please visit <https://www.umflint.edu/its/policies>.

Intellectual Property and Copyright

The proper use of intellectual property in compliance with copyright law is a special class of responsible use of the network. Improperly using or distributing copyrighted material can result in severe financial penalties for the individual engaging in such action. For the protection of the University and its students, the use of University and ITS networks for the exchange or distribution of any copyrighted materials (e.g., digital files of music, commercial film or TV programs) without express written permission of the copyright holder is prohibited. See <https://www.umflint.edu/its/its> for more information about intellectual property and copyrights.

ITS reserves the right to limit resident bandwidth usage on the ITS network to ensure that all community members have fair access. Individuals using excessive bandwidth will be identified, have their access restricted, and may lose the privilege of using the network.

Disruption of Services

The Office of HRL and the University are engaged in ongoing efforts to maintain and improve facilities, and make every effort to inform residents in advance of activities that may affect their environment (e.g., painting public spaces, plumbing repairs, renovation of building(s) and suites). The most noticeable unwanted byproducts of construction include noise and dust. The Office of HRL works with agreementors and others to mitigate the impact of noise and dust as much as possible and to schedule work during the least disruptive times.

The disruption or non-performance of services due to maintenance, a labor stoppage or to fire or other casualty does not constitute grounds for termination of the agreement. If such an event disrupts services, HRL will determine, in its sole discretion, if affected residents are eligible for a refund for services not provided. The University has no other responsibility for disruption or non-performance of service.

Personal Property Insurance Coverage

The University of Michigan-Flint and The Office of HRL do not assume any liability for loss, theft, or damage to the personal property of residents in the residence halls, including parking lots. Residents are strongly encouraged to maintain appropriate insurance coverage on their personal property, including automobiles. Any resident claims for reimbursement of damaged personal property are reviewed by the University's Risk Management Office with a strong presumption of no liability as stated above.

Further, residents agree to hold the University, its agents, and employees harmless from all damages, liability, or loss sustained by the residents themselves or others in their suites/rooms or common areas resulting from the negligent or illegal use or intentional misuse of the suite/room or common areas in the hall.

The university has engaged GradGuard™, a service provided by Next Generation Insurance Group, LLC, with a specific Renter's Insurance Plan designed especially for students. This insurance is not mandatory, but the University believes this company offers a product that well serves the needs of students in a college environment. For families interested in purchasing a policy or getting additional information, please use this toll-free number: 888-541-4853 or go to the following link for coverage details and exclusions.

<https://gradguard.com/renters-insurance/partners>

Building a Community through Individual Responsibility: The Code of Student Conduct and the Community Living Standards

HRL is committed to providing an environment conducive to the educational, psychological and social development of our residents. We nurture this environment by encouraging respect for the rights of the individual balanced by the rights and interests of the community as a whole. This is no small task, given the diversity of the population in the residence hall. We expect that all members of the residence hall community –residents, staff and visitors- act in a manner that demonstrates respect and consideration for those around them. The Code of Student Conduct and the Community Living Standards described in this document have been developed to help promote such behavior and to ensure a civil environment for everyone.

All students at the University of Michigan-Flint are obligated to adhere to the Code of Student Conduct (Code). The Code outlines specific behaviors that contradict the values of the entire University community and, consequently, are prohibited. In addition, all residence hall residents and their guests are expected to be familiar with and abide by the Community Living Standards (CLS). The University of Michigan-Flint and HRL believe very strongly that each member of the University Community must take ownership of the Code of Student Conduct and the Community Living Standards. Supporting and defending these standards means that students must accept them and act in good faith to see that all members of the community adhere to them. Community members are expected to report violations of the Code and the CLS, whenever and wherever they may occur. Community members must also act in good faith at all times to ensure that they and others are not placed in situations that contradict these standards. These standards are not merely guidelines, but rather, constitute part of the legally binding agreement between the resident and the University.

Residents who choose to act in ways that violate the Code and the CLS will be subject to the Student Conduct process. Residents are responsible for their own actions as well as for the actions of their guests and will be held responsible for those behaviors. Students are expected to comply with published University policies and it is the responsibility for each student to be aware of the policies and expectations that the University community has for individual action. The Code of Student Conduct is located at <https://www.umflint.edu/deanofstudents/>.

When students are allegedly involved in incidents which occur in University residence and may violate the Code of Student Conduct or the Community Living Standards, they will be required to resolve the matter through the Student Conduct process with a Student Conduct Officer. The Code of Student Conduct outlines university policies, the resolution process, and potential sanctions.

Policies and procedures may be changed during the term of the residence hall agreement with appropriate prior notification to residents.

Community Living Standards/Residence Hall Policies

The Community Living Standards (CLS) and Residence Hall Policies are additional expectations that apply to behaviors that violate the values of the residential community. All residents are responsible for adhering to and upholding the CLS as well as all policies of the Code of Student Conduct and the University of Michigan-Flint.

Community Responsibility

All residents and their guests have a responsibility to the community and to the residence hall staff. The following are expectations that must be upheld by members in the community:

Safety in Housing Communities

HRL is committed to providing housing and facilities that are safe for residents and guests. The following standards are designed to protect the interest of all students.

2.1 *Failure to Accept Roommate/Suitemate:*

Refusing to accept a roommate or impeding an effort by the Office of HRL to make an assignment to a vacant space is prohibited. Failure to accept a roommate could result in a financial penalty.

2.2 *Disruptive Behavior*

Behavior that is disruptive to orderly community living is prohibited. In the residence halls, this includes, but is not limited to, throwing items in the hallways, bouncing balls, engaging in horseplay, or creating a health or safety hazard. Riding a bike, skateboarding, and rollerblading are prohibited inside of the residence hall. Possessing or using any motor-driven vehicle including hoverboards inside a residence hall is also prohibited, except for assistive devices utilized by a person with a disability. Behavior that is lewd or indecent is prohibited. Such behavior includes, but is not limited to, or engaging in sexual activities in common areas. The use of laser pointers with the purpose or result of causing irritation, injury, or anger is also prohibited.

2.3 *Health and Safety*

The importance of providing a safe, clean and healthy environment for residents is the responsibility of all members of the housing community. Residents are forbidden to possess potentially hazardous materials, to conspire to damage the sanitary and safe environment or to engage in activities that do so.

2.4 *Creating an Unsafe Environment*

Any behavior or action that inadvertently causes or could cause life-threatening physical injury, unreasonable disturbance to others, or serious property damage is prohibited. For example, propping open outside doors allows a potential unauthorized entry, promoting an unsafe living environment, and is prohibited. Tampering with elevator equipment, prying open or propping open elevator doors, jumping up and down in the elevator or jumping from a stairwell are unsafe and prohibited. Persons stuck between floors in an elevator should wait for directions and assistance from elevator technicians or emergency personnel before attempting to exit. Excessive room occupancy and pranks that create a safety hazard are not permitted. Leaving items in hall corridors is also prohibited.

2.5 *Weapons, Firearms, and Fireworks*

No person shall possess guns, firearms, pellet guns, BB guns, air guns, ammunition, tasers, dangerous weapons, explosives, fireworks, firecrackers, smoke devices, or other dangerous or flammable materials. A dangerous weapon is any weapon capable of causing death or serious bodily harm including, but not limited to, large knives, daggers, metallic knuckles, swords, bows, and arrows.

2.6 *Roofs and Ledges*

The presence of individuals or objects on a roof or ledge in the residence halls is prohibited at all times. Roof and ledge areas are restricted for safety reasons and for the protection of property.

2.7 *Window Systems*

Tampering with or removing any window screens, latches, stops, or apparatus in either suites/rooms or public areas is prohibited. These devices are needed to safeguard the community from potential hazards, including unauthorized entry and pest entry. Except in an emergency, it is prohibited to enter or leave a residence hall through a window.

2.8 *Throwing or Hanging Items from Building or Attaching Items to Outside of Building*

The throwing, dropping, propelling, pouring, or hanging of anything from windows, balconies, ledges, and landings is strictly prohibited. Nothing may be attached to or hung over any part of the building exterior.

2.9 *Evacuation*

Immediate evacuation when an emergency alarm sounds is mandated by law and re-entry into the building before an all-clear signal is prohibited.

2.10 *Fire Hazards*

It is prohibited to keep any item, including room decorations, which may pose a fire hazard. These items include, but are not limited to, lit cigarettes or other smoking devices including hookah and e-cigarettes; lit or unlit incense and candles; natural cut trees, branches or greens; halogen and spider lamps with more than two bulbs; and any open heating source.

2.11 *Failure to Report a Fire*

Failure to report a fire is in violation of the Community Living Standards. All members of the community are expected to be conscious of the welfare of others at all times and may not knowingly or recklessly set a fire, falsely report a fire (e.g. activate a false fire alarm), or fail to report a fire.

2.12 *Tampering with Fire Safety Equipment*

Tampering with any fire fighting equipment, including, but not limited to, fire alarms, fire extinguishers, fire hoses, exit lights, smoke detectors, and sprinkler systems, is prohibited. This would include covering of smoke detectors, carbon monoxide detectors, unauthorized use of fire extinguishers, or hanging items on sprinkler heads.

2.13 *Personal Rights and Freedoms*

Actions that infringe generally upon the rights, identities and/or freedoms of other individuals are prohibited, regardless of the intention behind the actions. Such actions include, but are not limited to, harassment, intimidation, discrimination, coercion, and threats.

2.14 *Obstruction of Grounds, Bedrooms and Common Areas*

Entrances, sidewalks, passages, stairways, landings, vestibules, planter areas, as well as all other common areas of the grounds and building, may not be obstructed or used for storage of personal property, particularly when it jeopardizes ingress, egress, University property, or the health and safety of the community. University-provided furnishings must remain in their originally intended locations. For example, residents may not move lounge furniture into their suites/rooms, or suite/room furniture into a lounge, even temporarily. The University reserves the right to remove personal property left in public areas, at your expense, if in violation of this requirement. HRL is not required to consult or advise residents before removing an item from a common area. Outside clothesline, whether temporary or permanent, may not be installed by residents.

2.15 *Housekeeping and Pest Control*

In order to reduce fire hazards, prevent insect or rodent infestation or other health concerns, and increase the longevity of the facilities, you are asked to maintain high standards of housekeeping and cleanliness. The assigned space and furnishing must be kept clean and sanitary. To avoid fire or attracting pests, do not wrap kitchen walls, cabinets, or stoves with foil or other coverings. Garbage should not be placed in stairways, breezeways, vestibules, or anywhere other than the trash rooms. You are expected to contact HRL staff promptly if insect or rodent activity is discovered and cooperates fully with the University's prevention and/or treatment program for the elimination of pests on the premises.

2.16 *Pets*

Pets of any kind are not allowed. Certified animals that are approved are permitted as required. More information and information on service animals on campus can be found at:
<https://www.umflint.edu/disabilitysupportservices/service-emotional-support-animals/>

2.17 *Prohibited and Regulated Items*

Possessing items that are prohibited or regulated within HRL is a violation of the Community Living Standards.

2.18 *Sleeping in Unauthorized Assignments*

It is against fire code to sleep in an unauthorized space. Spaces where sleeping is not allowed include any residence hall space not agreemented as a bedroom and other public or restricted spaces.

2.19 *Riverfront Building Access & Stairwells*

Residents of Riverfront Residence Hall must enter the residential area through the main lobby, as well as the main elevator lobby. Residents may not enter through the second floor elevator lobby in Riverfront Residence Hall to go to the residential spaces. Residents must also adhere to signage posted on all stairwell doors in Riverfront Residence Hall including the non-use of stairwells unless for emergency purpose.

Alcohol and Other Drugs in the Residence Halls

All University Housing facilities, their residents, and guests are required to be in compliance with state and local laws regarding alcoholic beverages. All federal, state and local laws regarding illegal drugs will be strictly enforced. Marijuana, including medicinal marijuana, is not permitted in University Housing even if the resident is an authorized user. Despite the legalization of marijuana for medicinal and recreational use in the State of Michigan, marijuana possession and use remains illegal under federal law and is prohibited under The University of Michigan-Flint Alcohol and Other Drugs (AOD) Policy for Students, Faculty and Staff ([Current Policy Found Here](#)). In addition, please consult the Code of Student Conduct for additional information: <https://www.umflint.edu/deanofstudents/>

Alcohol abuse is a prominent public health issue requiring a response from universities across the nation. It is the University's and HRL's goal to educate members of our community about the health risks associated with the use and abuse of alcohol and other substances, and about campus and community resources available for counseling and therapy. Students are urged to reflect very seriously upon their own attitudes and actions with regard to alcohol and drug abuse and to seek out information and counseling assistance as it may seem most appropriate to them.

Housing and Residence Life reserves the right to have staff immediately contact University of Michigan-Flint Public Safety to investigate suspected violations, particularly in the case of uncooperative residents, repeated situations, if drug paraphernalia is found, or to help determine the source of a violation. Campus housing staff will cooperate with the law enforcement agencies in accordance with local, state, or federal law.

3.0 *Alcohol Possession and/or consumption*

Residents and guests living in **First Street Residence Hall** who are 21 years of age or older may bring small amounts of alcohol for personal consumption into the space to which they have been assigned, provided the space is not designated alcohol-free. Residents and guests of age who use alcohol legally are expected to do so in a responsible manner.

It is important to note that if a Resident over the age of 21 has a roommate that is under the age of 21, the Resident may still have alcohol for personal consumption however, the Resident must store the alcohol in the Resident's bedroom. The alcohol cannot be stored in the common apartment space (kitchen, refrigerator, etc). The Resident should be aware that providing alcohol to an underage resident would constitute an additional policy violation. Distributing alcohol to minors is illegal and in violation of University policy. Irresponsible and inappropriate behavior, where alcohol is a contributing factor, will not be tolerated. It is the Resident's responsibility to take affirmative steps to ensure that underage individuals do not gain access to alcohol.

All alcoholic beverages must be in the original container and closed with the manufacturer's seal in order to be transported in hallways, stairwells, elevators or any area not designated for the consumption of alcohol.

Large-group drinking parties are not permitted in student rooms/suites even if the residents are of legal age. A large drinking party can be defined as any number of people that is exceeding the occupancy limit of a residential living space and/or a disturbance that is affecting the surrounding area.

The decision to drink, and how much, is a personal one. Alcohol-related conduct which infringes upon the rights of others to a quiet, orderly living environment is not acceptable under any circumstances. Under no circumstances shall the consumption of alcohol take place or any open container of alcohol be permitted in the Community except inside suites/room.

3.2 *Advertisements and displays*

No person shall possess or use paraphernalia related explicitly for alcohol consumption, e.g., funnel, bong, wine box, beer ball, kegs, cases, 1/5th and handles, etc. No person shall possess or display empty alcohol containers. Students will be asked to dispose of or remove these items. Public postings of alcohol products are prohibited. This includes any signs or advertisements that are visible from public areas and alcohol signs or other inappropriate displays or objects from outside your suite/room.

3.3 *Smoking*

The University of Michigan-Flint is a smoke-free campus. Consequently, all Residence Halls are smoke-free facilities. All individual suites/rooms, public areas, and stairwells are smoke-free environments. All residents and guests are expected to observe the no-smoking regulations. This includes E-cigarettes. Littering with smoking materials, such as cigar or cigarette butts, is unacceptable.

Housing and Residence Life reserves the right to have staff immediately contact University of Michigan-Flint Public Safety to investigate suspected violations, particularly in the case of uncooperative residents, repeated situations, if drug paraphernalia is found, or to help determine the source of a violation. Campus housing staff will cooperate with the law enforcement agencies in accordance with local, state, or federal law.

Noise and Quiet Hours

In the spirit of courtesy and considering the academic nature of our institution, the need and/or desire for a quiet atmosphere takes precedence. In any situation involving differences of opinion all involved parties are expected to demonstrate understanding and civility toward one another and attempt to resolve conflicts among themselves prior to involving the Residential Life staff.

Non-quiet hour periods does not mean "noisy" periods. Courtesy is expected 24 hours a day. Residents are expected to occupy all parts of the residence halls in a quiet, peaceful, and lawful manner that does not interfere with the enjoyment and use of the premises by other residents.

4.1 *Noise in the Residence Hall Spaces and Community Areas*

Noise and activities that disrupt study, sleep, and "quiet hours" (as described below) are prohibited in the residence halls. During quiet hours, the residence halls should be free from excessive noise. Sounds from these and any activities should not be audible outside the suite. Any noise made in lounges or other common areas of the residence halls should not be audible inside resident suites/rooms with closed doors. HRL staff may request residents to cease an activity in order to limit noise that could adversely affect the community.

Quiet Hours in the Residence Halls are:

Sunday – Thursday, 10 p.m. – 10 a.m. Friday – Saturday, 12 a.m. – 10 a.m.

4.1 *Extended Quiet Hours*

During study days and final exam periods, extended quiet hours are in effect as determined by the Hall Director.

4.1 *Musical Instruments*

Musical instruments (instruments as well as computer-assisted music systems) may be used in residence hall suites/rooms (with the consent of all suitemates/roommates) during posted non- quiet hours. Courtesy is expected and required 24 hours a day.

University Services and Property

5.1 Cable Television

[XFINITY On Campus](#) is available to all students living on campus. With XFINITY, students can watch and record live TV, access XFINITY On Demand shows and movies, and stream them directly to most computers and wireless devices.

5.2 Space Access and Keycards

All University-provided keycards are the property of the University of Michigan-Flint. Unauthorized use, possession, or duplication of residence hall keycards is strictly prohibited. No additional locks or locking devices attached to suite/room doors are permitted without prior authorization by HRL. Residents may not lend their keycard to any other individual or leave it unattended and accessible. Keycards found unattended and accessible will be confiscated by HRL staff and the resident may be billed for any replacement costs. Residents are encouraged to lock their doors at all times.

Residents who lose their suite/room or outside keycards should report the loss to the residence hall front desk immediately. A lost or stolen keycard may necessitate a replacement keycard. Upon first use, the new keycard will invalidate the old one. Residents who lose their keycard or have it stolen will be responsible for any and all charges, including replacement keys for themselves and their suitemate/roommate(s), replacement locking cores, and replacement keycards. Residents will be charged \$10.00 per lost keycard starting with the second lost key of each semester.

A student's University of Michigan-Flint ID card is called a M-Card. Among other functions, a resident's M-Card provides access to the residence halls, similar to the way keycards provide access to the resident's suite/room. Unauthorized use, possession, or duplication of a M-Card is prohibited by University policy. It is also prohibited to lend a M-Card to another individual.

No individual will be admitted to a suite/room other than their own for any reason.

5.3 Plumbing Care

Toilets, sinks, and other plumbing fixtures may not be used for any purpose other than those which they were designed for; no sweepings, rubbish, ashes, matches, razor blades, grease, automotive fluids, paints, wet wipes, paper towels, feminine hygiene products or other improper substances should be placed in them.

5.4 Environmental Responsibility

HRL and the University of Michigan-Flint are dedicated to protecting the environment, preserving natural resources, conserving energy, and recycling. As a result, all residents are requested to conscientiously participate in all energy conservation and recycling efforts to refrain from unnecessarily polluting the environment. This includes, but is not limited to, depositing garbage anywhere other than in trash rooms, depositing recyclable items anywhere but in the appropriate containers; no disposing of oil, grease, gasoline, or other automotive fluids on the grounds, in storm drains, or in plumbing receptacles.

5.5 Electrical Devices

Any electrical device or power equipment, such as appliances, cords, and power strips, used in the residence halls must be UL-certified to help prevent power outages and fire hazards. To protect against damage and disruption of the electrical system in the halls and to protect against fire, extension cords must be 16-gauge or lower and power strips must have an integrated (built-in) circuit-breaker. For the protection of residents' personal property from damage caused by fluctuation in the flow of electricity, it is strongly recommended that power strips also have a surge protection device.

All electrical devices must be used according to the manufacturer's directions. Residents must not overload outlets or power strips, and must not "daisy chain" cords, plugs, or connectors together. Electrical cords must not be run under rugs or furniture where they may be pinched or stepped on.

5.6 Furniture and Lofts *HRL* provides modular building block furniture in each suite/room.

No furnishings may be stored outside of the suite/room during the term of the **agreement**.

HRL strives to provide residents with a safe and secure living environment. All building block furniture

must be assembled and used according to the manufacturer's approved configurations. (For example, the guardrails provided must be used for an upper bunk or loft unit.) Information concerning proper use of building block furniture is available online at: <Housing & Residential Life/loftinginstructions.pdf> lofting instructions

HRL and the University of Michigan-Flint are not liable for injuries residents may sustain as a result of improper use of building block furniture or other University- provided furniture. At the end of your agreement you should ensure that the furniture is left in the condition in which it was received. Failure to do so may result in a financial penalty. Custom-built lofts (leased and/or individually owned) may not be installed in any residence hall suite/room.

5.7 Storage of University and Personal Property

Spring/Summer semester storage is offered to current students living on campus during finals week of Winter Semester who have reserved a space in the residence halls for the next academic year. Students are provided 20 cubic feet of storage for \$50/semester in a locked and fully enclosed space. Additional storage will be charged \$50 per 20 cubic feet. Individuals wishing to store items in Spring/Summer semester storage must sign and return this agreement. The storage space provided under these terms are University of Michigan-Flint property. Fees will be billed directly to your student account and must be paid prior to dropping off belongings for storage.

The University of Michigan-Flint reserves the right to control storage usage through enforcement of storage procedures and regulations, prohibit access to any person, restrict usage to any storage facility for emergencies or other purposes. Storage procedures and regulations apply to all occupants. The use of storage constitutes an agreement, on the part of the student, to abide by the storage procedures and regulations as enforced by the University of Michigan-Flint.

Storage use is primarily as a convenience for the temporary storage of students items, and nothing herein shall entitle any student to a property right or interest in the storage facility.

Loose items must be packed in waterproof plastic totes that can be sealed and affixed with a label. We will provide labels for student information to be affixed to all totes at the time of drop off. As a precaution against any item that may cause a fire, leak, corrode, attract pests, or decompose over the length of storage, all totes will be inspected when they are dropped off.

Please leave your totes unsealed at the time of drop off, our staff will seal after inspection.

Because Spring and Summer semester storage is enclosed, locked, and not inspected daily, we must take precautions against any item that may cause a fire, leak, corrode, attract pests, or decompose over the length of storage. **Hazardous materials, housing-restricted items, and perishable items will not be accepted.** This includes common chemicals and products, such as perfume, nail polish, nail polish remover, glue, bleach, liquid cleaners, loose batteries, aerosol containers, food items, and plants. For a complete list of housing-restricted items please refer to the Residents Guide to Community Living.

Due to space constraints, large items (i.e. bikes, fridges, desk chairs and other types of furniture, etc.) are limited to one of each per resident. These items are not included against the 20 cubic feet allowance. In order to maintain the best possible security, the storage room will remain closed and locked until the beginning of Summer and Fall semesters for returning residents to retrieve items. Residents returning for Summer semester will be able to collect belongings during the beginning of Summer semester during normal business hours. Residents returning for Fall semester will be able to collect belongings during the beginning of the Fall semester during normal business hours.

Although every security effort will be made, the University of Michigan-Flint will not be responsible for items lost, stolen, or damaged while in storage. The University of Michigan-Flint, its staff, and affiliates accept no liability for such incidents. Furthermore, the University of Michigan-Flint is not liable for any damages or loss of items that may occur in the process of enforcing this policy. Students may store items at their own risk. Students should carry insurance on the stored items for their protection. Please verify if your current insurance coverage applies to your stored items. Items of special value should not be stored with the Office of HRL during the Spring or Summer semesters.

The Office of HRL at the University of Michigan-Flint reserves the right to cancel any storage assignment and remove the contents without notice within five days of a student leaving the University of Michigan-Flint whether by termination, withdrawal or graduation, the conclusion of the storage period, for a false declaration on the storage agreement, for continuous abuse of storage privileges, for failure to adhere to procedures and regulations, or at any time for just cause as determined by the Office of HRL at the University of Michigan-Flint.

The Office of HRL will hold unclaimed items from Spring and Summer semester storage 30 days after the end date of the contracted semester for students to collect by appointment. If the items are not retrieved by the end of this time frame the office will dispose of the abandoned property.

Students who leave items in storage at the end of the Spring and Summer semester storage period will incur a \$200 disposal fee. Any such fees will be directly billed to your student account.

5.8 *Bicycles and Bicycle Storage*

First Street Residence Hall has a bike rack outside of the building for securing bicycles. Residents are also strongly encouraged to register their bicycles with the Department of Public Safety. Registration facilitates the ability to trace a bike if it is stolen.

Bicycles (non-motorized) may be brought into residence hall suites. Bikes cannot be left in residence hall corridors or stairwells for any period of time because they create a significant safety hazard in these locations. Further, bicycles that are illegally parked or chained to something other than a bike rack may be impounded. Each summer, bicycle racks are cleared of abandoned bikes and bicycle parts. Bicycles removed by the University will be held for 30 days and are then considered abandoned.

5.9 *Common Area Space Utilization*

Residents and groups may sponsor and hold functions in community spaces. These areas are reserved on a priority basis. Events scheduled by Residential Life staff will be given first preference for reserving these spaces. Residents and resident groups of the hall receive priority over outside groups.

Sponsors of events or programs are responsible for primary clean up, including bathrooms, if necessary. If the area is not cleaned to match its original condition, sponsoring individuals or groups may be assessed cleaning costs at the prevailing custodial rate. Sponsoring individuals or groups may also be assessed for damages to the building and facilities resulting from use of public space.

5.10 *Commercially Available Video Media*

Most commercially available video media (DVD, Blu-ray etc.) are offered for individual viewing by owners or renters in a private space. It is the policy of HRL (in compliance with federal copyright laws) that commercially rented or personally owned video media may not be shown in a residence hall public space, whether or not an admission fee is charged, unless proper licensing is obtained and demonstrated in advance of the showing of the video.

5.11 *Suite/Room Alterations and Decorations*

Residents are not permitted to paint or structurally alter their suites/rooms in any way. They may not paint, remove, modify, or tamper with any suite/room fixture or component including, but not limited to, doors, walls, ceilings, floors, windows, electrical systems, and safety systems. No items, such as TVs or fans, may be nailed, bolted, or otherwise permanently attached to any part of the suite/room. If there are any questions about the permissibility of a decoration, the resident should check with the Hall Director.

Guest Policies and Entry

These regulations apply to the residents of First Street and Riverfront Residence Hall. Some individuals may have additional guidelines. Residents should consult the Housing Staff and heed all

posted guidelines and policies. Guests are defined as family members, friends, or other persons related to or affiliated in any way with the resident. The maximum limit of individuals per suite based on the fire code.

6.1 *Guests and Behavior*

Residents are responsible for the behavior of their guests and must inform them of residence hall policies. A resident may not sign in more than 2 guests at one time. Residents requiring an accommodation will need to get written approval from their Hall Director. Maximum capacity for a suite is 12 persons per fire code. Residents are not permitted to host any individual who has an active trespass restriction prohibiting entry into the residence halls.

6.2 *Escorting and Registering Guests*

Residents must register their guests at the front desk. All guests must provide an acceptable form of picture ID, which includes a valid driver's license, passport, military ID or State ID. Guests who do not provide acceptable ID will be denied entrance into the building. Signing a guest into the residence hall designates you as the host, and the host will be held responsible for all actions of their guests. Guests must be escorted (e.g., to and from restrooms, lounges, and entrance/exit into the building) by host residents while in the building at all times. Guest(s) must be present with the hosting resident at all times.

6.3 *Guests and Roommate/Suitemate Rights*

It is expected that suitemates discuss their preferences with respect to all visitation in the suite. Visitation of one suitemate should not infringe on the rights of other suitemates. Overnight guests are allowed only with the consent of other suitemates, and are restricted to a maximum three-day stay at any one time, and no more than a total of six nights of overnight stays per month.

Resident suites are to be occupied only by those assigned to the suite by HRL, and are not to be occupied by or loaned to other residents or nonresidents. For example, four residents cannot, even voluntarily, use one double room for a living room and another double room for sleeping.

6.4 *Occupancy of Resident Spaces*

Resident Rooms/Suites are to be occupied only by those assigned to the room/suite by HRL and are not to be occupied by or loaned to other residents or non-residents. Solicitation

Residents are not permitted to operate businesses out of their suites/rooms or to list residence hall suites/rooms in commercial ads or other business announcements. Since our residence halls are restricted-access facilities, solicitation can take place only under specific conditions.

Anyone wishing to solicit in the residence hall must contact the Hall Director, and agree to abide by all appropriate University and HRL regulations while in the residence hall. At no time may outside groups or organizations be permitted to conduct commercial door-to-door solicitation within the residence halls.

Suite/Room Entry and Suite/Room Search

Suite/room entry and search may be necessary, and the University may exercise its agreemental right to conduct either or both under certain specific circumstances. The University recognizes and respects residents' desire for privacy, especially within the context of a group living environment. In its efforts to protect and guarantee this privacy, the Office of HRL has defined and restricted the conditions under which authorized University personnel may enter or search a resident suite/room.

The following procedures have been developed as a guide for the staff of HRL to enable them to perform their duties and to maintain certain standards, while at the same time giving due recognition to privacy for individual residents.

The following University and University-affiliated personnel are authorized to enter residents' suites/rooms under the terms described below:

- Designated HRL Staff
- Department of Public Safety officers
- Employees of the University's Department of Environment, Health and Safety
- University and non-University personnel to perform maintenance, housekeeping, repair, or other services on behalf of HRL.
- Emergency and public safety personnel

Suite/Room Entry Procedure

When you make a service request, permission to enter a suite/room is assumed when you are not present. **Furthermore, the University reserves the right to enter a resident suite/room to provide maintenance or housekeeping services, to conduct sanitation and safety inspections, or if there exists a clear indication or reasonable cause to believe that there is a gross violation of the CLS or health and safety standard.** HRL employees have the right to enter a resident suite/room in the event of an emergency to protect the suite/room if they have any reason to believe that an imminent hazard to the property and/or resident(s) exists and to remove or correct any discovered hazard.

No suite/room shall be entered without knocking unless in an emergency. Entry following the knock shall be preceded by a time lapse of sufficient duration to provide residents ample opportunity to open the door.

When it is necessary for authorized University personnel to enter a suite/room, there shall be, whenever possible, two authorized staff members present. If it is necessary, under the conditions outlined, for authorized University personnel to enter a suite/room when no resident is present, the students assigned to the suite/room will be notified of the entry and the reason for the entry upon returning to the suite/room. This provision does not apply to housekeeping and maintenance personnel performing routine duties, or to staff conducting a sanitation and safety survey inspection for which prior notification of residents is required.

An emergency situation may make it necessary for an authorized University staff member to enter a resident suite/room to inspect or retrieve specific items in order to protect the health, safety, or welfare of the resident of the suite/room or other residents of the building.

Suite/Room Search Procedure

Students assigned to the suite/room will be notified if sufficient cause for a suite/room search is determined.

Searches of suites/rooms by HRL personnel shall only be permitted, except in the case of an emergency, with prior consultation between the Dean of Students or designee and a Department of Public Safety supervisor. In these instances, a suite/room search will be conducted by no less than two authorized University staff members.

The Office of HRL is opposed to general suite/room searches; that is, the search of a number of suites/rooms in a given area in the absence of cause to search a specific suite/room.

General suite/room searches, except in the case of emergency, will be permitted only after authorization by the Director of HRL or designee.

Authorized staff members may remove an item of personal property from a suite/room without prior consultation with the owner when it is the judgment of the staff member that the item represents an imminent hazard to property or the students assigned to the suite/room or the surrounding area. The Office of HRL staff is also authorized to remove from a suite/room clearly identifiable University or HRL property not provided as part of the suite/room furnishings. If an item is removed under the above conditions, the students assigned to the suite/room will be notified promptly of the removal. If the removed item may be legally possessed, but is in violation of these Residence Hall Policies, it may be claimed by the owner but not retained in the building. If illegal goods are found and confiscated during the authorized suite/room search, the owner or possessor may be subject to criminal prosecution and disciplinary action. Illegal items will be turned over to the Department of Public Safety.

State and federal law governs entry into a resident's suite/room by law enforcement officers. Situations which may permit such entry include, but are not limited to, officers in possession of a valid search/arrest warrant, health/safety emergency, or certain circumstances where search warrants are not required (e.g., hot pursuit). Entry under such circumstances may be facilitated by HRL staff.

The Office of HRL and other University staff are required to report unlawful acts in "plain view." If an illegal item, for example drugs or a weapon, is found in plain view by staff, that item may be confiscated and a subsequent incident report may be prepared using the item as evidence. Some items may be reported to the Department of Public Safety, and lead to criminal proceedings.

Residential Conduct Process

Members of the University's residential community are responsible for their own actions as well as for the actions of their guests. It is the expectation of the University community that each member of the community will respect all community members and their property. However, some members of the community may, either by error or intent, violate community standards. At these times it will be necessary to hold the community members responsible for their actions. It is the intent of the University to approach these violations from an educational perspective, when appropriate. However, other sanctions or requirements may be necessary to ensure that the residential community continues to be a positive living and learning environment. It is the responsibility of each student to be aware of the policies and expectations the University community has for individual action.

The Residential Conduct Process is an extension of the Code of Student Conduct. Incidents that allege a violation of the Code of Student Conduct that involve residential students or students involved in incidents that occurred within the residence halls will be subject to the Residential Student Conduct process.

Conduct Procedures

1. HRL Administrative Disposition

The conduct meeting is the first step toward resolution. A HRL administrative disposition, also known as an informal resolution, provides an opportunity for the student and the Residence Life staff member to quickly resolve the student's alleged misconduct. Administrative disposition of a conduct matter occurs when:

- a) The student does not dispute the facts leading to the charge made by the residence staff. Therefore, a referral to the Office of the Dean of Students or further proceeding may not be required.
- b) Neither suspension nor expulsion is a possible outcome and the student wishes to resolve the case informally.
- c) Rights in the Conduct Process
 - i) Reasonable access to the Incident Report filed;
 - ii) An opportunity to be assisted by an advisor of their choosing and at their expense. Advisors will not be allowed to speak or participate in the conduct process. Advisors may not appear in lieu of the Respondent. The Respondent has the opportunity to request an advisor from the Dean of Students or designee if they are unable to identify one on their own.
 - iii) An opportunity to respond to the Incident Report and to present relevant information and/or witnesses.
 - iv) The staff member will inform the Respondent:
 - (1) That the statements the student makes may be considered at any hearing;
 - (2) That the student does not have to make a statement at the initial meeting;
 - (3) That all disciplinary records are kept confidential to the extent permitted by law

2. Administrative Disposition

If the student disputes the investigative findings that a violation(s) has been committed or rejects an HRL administrative disposition, the case shall be forwarded to the Office of the Dean of Students for resolution. Any student may choose to have a matter resolved through the Officer of the Dean of

Students where they will have the opportunity to meet with a Student Conduct Officer for an investigation meeting to determine the appropriate option to resolve the matter.

3. Sanctions

If a student accepts responsibility for violations of the Code of Student Conduct, one or more of the following sanctions may be imposed:

1. Warning

A warning advises the resident that the behavior exhibited was unacceptable and that future behavior that violates the CLS or the Code of Student Conduct may result in further action.

2. Community Restoration Plan

An opportunity for the resident to create a written action plan for repairing the harm done to individuals and the community, thus restoring the resident's status within the community.

3. Educational/Community Service Time

An educational or community service assignment that is to be completed within a specified period of time. The assignment will be designed to provide an opportunity for the resident to become better educated on a topic related to the behavior which violated the CLS or Code of Student Conduct, to better understand the harm that behavior caused the residence hall community, and/or to provide a service beneficial to the community.

4. Restitution

Repayment for actual loss in the case of property damage, theft, or lost revenue.

5. Removal of Prohibited Items

An instruction to remove items that are listed as prohibited according to this document.

Failure to do so will result in further action.

6. Residence Hall Probation

Probationary status whereby any further violations during a specified period of time may result in termination of the residence hall agreement. During residence hall probation, the resident is expected to maintain model behavior.

7. Restriction of Privileges

Limitation of the resident's options (e.g. participation in hall activities or use of services) or withholding of services (e.g. computer network or cable services, etc.), in a way related to the specific violations of the CLS or Code of Student Conduct.

8. Prohibition of Entry into HRL Facilities

Residents, guests, or others who violate HRL and/or University regulations may be prohibited from entering University of Michigan-Flint owned and operated housing units in the future. In the event that a trespass restriction is issued, the violator becomes ineligible to return to the residence hall even as the guest of the resident. Violation of this restriction may subject the violator to the provisions of the Michigan Trespass Statute.

9. Termination of Residence Hall agreement If a resident has violated the standards and values of the residence hall community to the extent of no longer being able to be a successful member of that community, the residence hall agreement will be terminated. In such situations, the University shall have the right to re-enter and take possession of the premises with the resident remaining liable for room and board payments for the full term of the agreement and for any additional damages, subject to the University's duty to minimize losses. Residents who have had their agreement terminated as a result of the Student Conduct process may be held responsible for any or all fees and other costs incurred by the University.

4. Appeals

Any student has the right to appeal the sanctions imposed by a conduct officer in an HRL administrative disposition. At the time of sanctioning, students will be notified of the appeal process. Appeals must be filed, in writing or email, within five (5) days of the date that the decision letter was emailed and should be directed to the Office of the Dean of Students. The decision of the appellate officer is final.

Refer to the Code of Student Conduct Appeals Section for information on the grounds for appeals and potential appeal outcomes.

5. Referral to the University Level of the Student Conduct Process.

In the event that the alleged behavior is deemed egregious and/or repeated misconduct, the case may be referred to the University level of the student conduct process.

Emergency Removal

When the Dean of Students or designee determines that a resident's continued presence in the housing community poses a significant disruption to the community or poses a significant risk to any person or property or as otherwise set forth in the CLS, the Dean of Students or designee can request or require the resident to leave the residential hall immediately. The Dean of Students or designee may take such emergency action by serving the student with a notice to vacate the building immediately and not return. Emergency removal may be temporary or permanent. Temporary removal / relocation may be appropriate if the situation warrants further investigation and resolution through the Residential Conduct Process or other process. Temporary removal / relocation may also be appropriate if the triggering incident(s) is temporary by nature and the risk will be eliminated with the passing of time. HRL reserves the right to change the locking devices on resident room doors and/or residence hall outer doors in order to enforce this action. Within 24 hours after such emergency removal is imposed, the resident shall be given an opportunity to meet with the Director or designee. At such time, the resident may make a statement and present information related to the alleged violation. If the emergency removal is continued and additional investigation is warranted, the case will be referred to the Office of the Dean of Students and the resident will be entitled to meet with a University Student Conduct Officer for further information about how the process will move forward. Every effort will be made to have that meeting occur within seven business days or as soon as possible after the accused resident is prepared to participate.

Unresolved Incidents at End of Semester

Incidents that result in alleged violations must be addressed before residents depart from the residence hall at the end of any term. Residents who fail to respond to outstanding residence hall conflicts may be denied the opportunity to return to the residence halls for the next semester. Residents involved in such incidents, and who are not planning to return to the residence hall, may have their cases referred to the University level of the student conduct process and/or the Office of the Dean of Students.

Violations allegedly committed by non-residents who are University of Michigan-Flint students may also result in a referral to the University level of the student conduct process and/or the Office of the Dean of Students.

Records

Records about actions resulting from the HRL Student Conduct Process will be maintained in the Office of the Dean of Students. Confidentiality of the records will be maintained to the extent required by law, including the federal Family Educational Rights and Privacy Act (FERPA).

Revisions

These procedures will be reviewed and are subject to revision as deemed necessary.

Interpretation

Any question or interpretation regarding the HRL Student Conduct Process shall be referred to the Director of Housing and Residential Life or designee for final determination.

Legal Proceedings

Conduct meetings or appeals conducted as a part of this process are not courts of law and are not subject to many of the rules of civil or criminal hearings. But, because some of the violations of the Statement or CLS are also violations of law, residents may be accountable to both civil authorities and to either HRL or the University for their actions. The HRL Student Conduct Process, and University processes will normally proceed notwithstanding any civil or criminal proceeding.