

**CHAPTER 5**

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## **A. HOUSING & RESIDENTIAL LIFE AT CAL MARITIME**

### **(1) GENERAL**

Welcome to living on campus at CMA!

The residence halls are an extension of the academic community and part of the living and learning environment. As a member of the residential community, you will have many opportunities to make friends and be involved in a positive group living situation.

This guide to on-campus living is designed to provide you valuable information about residence hall living and acquaint you with residence hall policies, regulations and services. In this guide you will read about your obligations and responsibilities as a resident in the halls. You are joining a community in which respect for the rights of others is expected. This guide is an extension of your Housing License Agreement (HLA). Violation of the policies described here constitutes a breach of your contract and may have serious consequences. Please read this guide and keep it for future reference.

The Housing & Residential Life staff is dedicated to creating an environment that supports your academic success and personal growth. We hope you will be an active participant in a cooperative effort by residents and staff to accomplish this outcome. We invite you to take advantage of the resources and staff available in the residence halls to help make this a productive and successful year.

Should you need assistance, please feel free to stop by the Office of Housing & Residential Life located on the first floor of Upper Residence Hall. We're glad you're here!

### **(2) LIVING ON CAMPUS**

There are many advantages to living on campus at CMA. You will live among students who share similar interests, experience the camaraderie of various living areas, and have an opportunity to focus exclusively on your education and training without other distractions. Living on campus, you will develop lifelong friendships and gain the confidence that comes from independent living.

*LIVING ON CAMPUS IS:*

- **Convenient:** you'll be close to the Ship, Boathouse, classrooms, computers, deck facilities, labs, cafeteria, Student Center, library, and study areas. Living on campus also offers other conveniences - laundry facilities, vending centers, and recreation areas. And for those times when you need advice or help in solving problems, you will be able to talk with well-trained, sensitive staff members.
- **Economical:** On-campus living - including furniture, utilities, internet and cable television service - is typically less expensive than living off-campus in an apartment.
- **Fun:** Participate in social, cultural, recreational, and educational programs offered on campus throughout the academic year. Leadership opportunities abound on campus!
- **Healthy :**Residence halls offer a smoke-free environment.
- **Easier:** Avoid the commute to and from campus - you're free from daily parking hassles and commuting time.
- **Better:** Research indicates that college students who live on campus are more involved in campus life than those who live elsewhere and, therefore, are more satisfied with their collegiate experience and have higher retention rates.
- **And more...** :There are many more advantages to living on campus that you will experience when living on campus.

### (3) CMA RESIDENCE HALLS

- (a) LOWER RESIDENCE HALL:The Lower Residence Hall (LRH) is actually a set of three separate complexes, each three stories tall. All of the rooms in LRH overlook the Carquinez Strait and have a southern exposure. There are four rooms on each floor and one suite-style bathroom. A laundry room is located within each complex. The Lower Residence Hall C-stack is home to our 24 Hour Quiet living area. The 24 Hour Quiet area is simply that, one in which community members have agreed to adhere to a standard of quiet on a 24-hour-a-day basis. It is expected that noise from a student's room will not extend beyond that room. For more information, please contact the Office of Housing & Residential Life.
- (b) UPPER RESIDENCE HALL:The Upper Residence Hall (URH) is so named because it is the older of the two facilities. It is built of red brick and is also three stories tall. Half of the URH rooms share a view of the Carquinez Strait, and the remaining rooms have a northern exposure. There are 45 rooms on both the 2nd and 3rd floors. Each floor is divided into an East and West wing with one large bathroom per wing.  
There is a large laundry room on the 1st floor shared by all residents in this building. The Barber Shop, TV Lounge, Recreation Room, Office of Housing and Residential Life are located on the 1st floor. There are study areas on all three floors.
- (c) McALLISTER HALL:One hundred andthirty two students will live in the brick-faced building that boasts wireless connections, radiant heating, semi-private tiled bathrooms, furnished, double-occupancy rooms with views of Bodnar Field or the Carquinez Straits, and generous community rooms.
- (d) TRAINING SHIP GOLDEN BEAR:The Training Ship GOLDEN BEAR is our floating residence hall that is located on the waterfront portion of the campus. This hall is suite style with double occupancy rooms that share a common bathroom. Half of these rooms have a view of the Carquinez Strait, while the other half will have a view of the campus. There are two laundry rooms located on the 01 & 02 decks shared by all residents living on that deck. There is a gym located on the lower deck of the ship.  
All of the residence halls at CMA are "smoke free." Smoking is allowed only in designated smoking areas.

### (4) SERVICES, FACILITIES & STAFF

- (a) RESIDENCE HALL SERVICES
- Professional & Paraprofessional Housing and Residential Life staff
  - Recreational, social, and cultural activities
  - Educational programs and workshops
  - Custodial services for common areas and restrooms
  - Cable Television service
  - Port-per Pillow Data service
  - Barber services
- (b) RESIDENCE HALL FACILITIES
- Double & Single (limited availability) Occupancy Rooms
  - Laundry Facilities
  - Recreation Center (foosball, pinball, and video games)
  - Snack Center (food and beverage vending machines and microwave ovens)
  - Study Areas
  - Barber Shop
  - TV Lounge
  - Bike Racks

(c) RESIDENCE HALL STAFF

The Residence Halls at Cal Maritime are jointly staffed through CMA Services and the Dean of Students. CMA Services is responsible for the "Housing" operation to include facility planning, renovation, custodial services, room assignments, billing, and key control. The Residential Life component is responsible for educational and social programming, upholding community standards, and individual support of students through peer assistance. Housing and Residential Life staff members strive to create a community atmosphere in each residence hall which is both socially and academically stimulating. Student growth and development are encouraged and supported by the staff. Residents are expected to assume responsibility for their own actions, and to assist in maintaining a comfortable and safe living environment. It is important that everyone works toward making residence hall living a valuable experience for each resident.

Resident Assistants (RAs), who are trained student staff members, live throughout the residential communities and are there to address any concerns or problems you may have. The Office of Housing and Residential Life are professionally staffed by two Coordinators for Residence Life, a Director of Housing and Residential Life the Dean of Students, and the Director of CMA Services. In addition, the Office of Housing & Residential Life also employs many student assistants throughout the academic year.

**(5) STUDENT ROOMS**

- (a) GENERAL:As your college home, your residence hall room will be a reflection of you. The manner in which you decorate, furnish, and take care of your room is part of showing your uniqueness. The following is basic information about your room, ways in which it can be decorated, your responsibility as a roommate, and other ways of establishing a safe and enjoyable living environment.
- (b) ROOM DESCRIPTION:Most rooms at CMA are designed for double occupancy. Room sizes range from 12' X 13' to 12' X 16'. All rooms have heaters that are controlled by the occupant(s). Each double room is furnished with two beds, two mattresses, two desks, two desk chairs, two wardrobes with dresser inserts, two desk lamps, window blinds, two towel bars, and waste can. Residents are responsible for providing bedspreads, pillows, bed linens and blankets. All room furnishings are Housing property and must remain in the room for the entire academic year.
- (c) SINGLE ROOMS :Persons interested in obtaining a single room may inquire at the Office of Housing & Residential Life. There is an additional premium charged in addition to the annual housing fee. Single room requests are filled based upon class standing, date of request, and availability. There are a very limited number of single rooms available.
- (d) ROOM ASSIGNMENTS:Each spring, returning students select their living area, room, and roommate for the upcoming year. A small number of single room assignments are made during the spring room selection process. Students requesting single rooms who are not accommodated at the time of room selection will be kept on a waiting list for the remainder of the academic year.
- (e) ROOM CHANGES:If you desire to change rooms or switch roommates during the semester, you may obtain a Room Change Request Form at the Office of Housing and Residential Life. Room changes may not take place prior to the approval of your request. Moving without approval may result in returning to your originally assigned room. Room changes are permitted beginning the second week of each semester if you follow procedure and space is available. The steps for properly completing a room change include:
- Complete a Room Change Request Form.
  - Obtain the necessary approval.
  - Complete the necessary Room Inventory Forms.
  - Return your old room key.
  - A \$50.00 charge will be assessed to any student(s) who fail(s) to properly complete a room change.

## (6) CHECK-IN AND CHECK-OUT

### (a) CHECKING INTO YOUR ROOM

A signed Student Housing License Agreement (HLA) must be on file with our office prior to your being issued a room key. The License explains our expectations of you as a resident and what you can expect from us. Since the License is a legal contract, you are encouraged to read it carefully to ensure you understand all the terms and conditions completely. Questions concerning the License may be directed to the Office of Housing & Residential Life.

Residence hall staff will complete a Room Inventory Form (RIF). The form details the condition of your residence hall room and furnishings prior to your arrival. When you check into your room, you will be given a copy of the Room Inventory Form. You will be asked to inspect your room and assess its condition. It is your responsibility to look closely at all aspects of your room and furnishings. You should look for such things as holes in screens, marred furniture, nail holes, decals and damages. This form is also used as a way to make sure that you leave your room at the end of the year in the same condition as you found it upon check-in. If discrepancies exist, you must bring this to the attention of the Housing & Residential Life staff within 24 hours of checking into your room.

### (b) CHECKING OUT OF YOUR ROOM

Checking out at the end of the semester is almost a reverse of the check-in process. You must sign up for a check-out appointment in advance with your Resident Assistant. Your room must be cleaned and all personal belongings removed before your scheduled check-out appointment. Instructions will be advertised at the end of each semester. You must be present at your room at your check out time.

At the time of check-out, a staff member will re-inspect your room using the Room Inventory Form completed when you checked in, to determine if any damage has taken place since you moved into the room. The cost for any damages and lost or broken furniture will be billed to you. ***Any damage not originally noted on the Room Inventory Form will be charged to you with the assumption that it occurred during the time of your occupancy. All rooms are subject to a final inspection and damage assessment after all occupants have checked out.***

After the Housing & Residential Life staff member has completed their inspection, you will return your room key and staff will lock the door. A list of estimated replacement/repair costs is available at the Office of Housing & Residential Life.

#### Checking Out of Your Room Requires:

- Scheduling a check-out appointment with your RA.
- Removing all personal belongings from your room.
- Cleaning your room prior to your check-out appointment.
- Reviewing and signing the Room Inventory Form with the staff member.
- Returning your residence hall room key to the staff member.

## (7) KEYS

### (a) ROOM KEYS

Keep your room key with you at all times. You will be issued a key to your room when you check into your residence hall. The key is for your personal use only and must not be loaned to another person. Also, keys must not be duplicated (in accordance with CMA policy). If you share a telephone with friends, other than your roommate, you need to make arrangements with them for access to these items during your absence. You and your roommate will be issued identical keys to the room. Any time a student moves out of the residence halls or changes rooms in the residence halls, all keys must be returned to a Residential Life staff member for collection and verification. Return of the keys will be noted on the Room Inventory Form.

If you lose your room key or your mailbox key, there is up to an \$80 charge to re-key the room or mailbox for security purposes. You should notify the Office of Housing & Residential Life immediately to report lost room keys and notify the mailroom attendant to report lost mail

keys to ensure your safety and the security of your belongings. **Students must carry their keys with them at all times.**

**Note:** *Change of lock cylinder—There is no charge for repair or replacement of broken locks due to normal wear and tear. Contact Housing & Residential Life for repairs.*

(b) LOCK-OUT SERVICE FOR RESIDENCE HALL ROOMS

If students forget their room keys, they may go to the Office of Housing & Residential Life (M-F

8:00 a.m. - 4:30 p.m.) and obtain a loaner key. A \$5.00 charge will apply for each lock-out. The loaner key must be returned to the Office of Housing & Residential Life within (1) hour. If the student fails to return the loaner key to the Office of Housing & Residential Life within one (1) hour, a lock change will be initiated and the student will be charged \$80 for a lock change. If the room key is returned before a lock change has been completed, \$65 of the charge will be refunded. If the lock change has been completed, no refund will be given.

If students are locked out of their rooms after regular business hours, they may contact the Resident Assistant on duty for admittance. A \$5 charge will apply for each lock-out. At no time will a student be admitted to another student's room without the occupant's written permission emailed to the Director of Housing & Residential Life.

(8) **GENERAL HOUSING INFORMATION**

(a) CARE FOR YOUR ROOM

It is your responsibility, in cooperation with your roommate, to keep your living environment clean and attractive. Certain standards of cleanliness need to be maintained, not just for personal comfort or attractiveness, but to adhere to fire, health and safety standards. Such things as food left lying around, overflowing wastebaskets and unclean floors attract insects. Although custodial services are provided in common areas and bathrooms, cleanliness is also a shared responsibility for those who use these facilities. For health, safety and security reasons, each room will be inspected periodically during the academic year.

Health and Safety Inspections of student rooms will be conducted a minimum of once per semester. Health & Safety Inspections are not room searches. Staff will be checking rooms for compliance with Housing & Residential Life policy. A minimum of 48 hours' notice will be given prior to Health & Safety Inspections. For further information, please see your Resident Assistant. Although Health & Safety Inspections are not room searches, Resident Assistants will document any visible policy violations.

(b) ROOM DECORATIONS - The use of highly combustible materials for decorations and displays may cause serious fire hazard conditions and is prohibited. For personal protection, you are urged to use good judgment in decorating your room. In the section entitled "Residence Hall Room Regulations" in this guide, there is a complete list of specific prohibited items due to fire safety reasons.

(c) WASHERS AND DRYERS - Washers and dryers are located in each residence hall. This equipment is card accessible and the cost is \$1.25 per wash and .75 per dry. If a machine malfunctions, please call Web Washer and Dryer Service at 1-800-824-7780. This number is posted in the laundry rooms. Cal Maritime is not responsible for any damage caused by the washers and dryers.

(d) STORAGE - CMA residence halls are not designed to provide storage. Storage is not available over the summer. All personal items must be removed from the residence hall at the end of each academic year or upon your check-out, if earlier.

(e) PHONE SERVICE - All residence hall rooms have phone jacks and have been wired for personal telephones. Students are responsible for providing their own telephones. Phone service may be arranged through CMA. Tampering with room telephone equipment is a violation of state and federal laws subject to campus disciplinary action and/or subject to civil legal action.

(f) CUSTODIAL SERVICE AND MAINTENANCE

The custodial and maintenance staffs are very important to your residence hall operation, since

they keep the common areas of the buildings clean and in good physical condition. Maintenance personnel are available to repair Academy property. If something in your room, bathroom, corridor or lounge needs repair, it is your responsibility to notify the Office of Housing & Residential Life at 1400 to ensure that the repair can be made promptly. Contact the RA on duty with any after-hour emergencies (707-853-2896). Most repairs are made at no cost. Charges are made only when damage is determined to be malicious. Work Order forms are available from the Housing Office or your Resident Assistant. The cost to repair any common area damages deemed to be the result of vandalism with an unknown perpetrator will be charged to the entire floor/building.

Each resident is responsible for taking trash from his/her room to the dumpsters located outside the residence halls. There are separate dumpsters available for trash and cardboard recycling. Please do your part. If students fail to remove their garbage to the outside garbage receptacles and instead dispose in the restrooms or lobbies, the entire residential community will be charged if the perpetrator is unknown.

**(9) COMMON AREA FACILITIES INFORMATION**

**(a) McALLISTER HALL AND THE UPPER RESIDENCE HALL RECREATION ROOM & TV LOUNGES**

The lounges and recreation rooms in both residence halls are for your use. To schedule meetings, or other events, you must contact the Office of Housing & Residential Life for room reservations. As the host/hostess you must ensure that the event complies with CMA policies and state, local and federal laws. You are also responsible for the behavior of your guests in the reserved facility during the event.

For your convenience, the residence hall lounges and recreation rooms are potentially furnished with couches, chairs, tables, pool tables and athletic equipment. This furniture is for all the residents of a hall and must not be removed for private use. Students that remove lounge furniture for private use will be documented and fined.

**(b) STUDY ROOMS** - There are study rooms available for student use in both residence halls. Studying takes precedence over gaming and extracurricular activities.

**B. RESIDENTIAL LIFE: SAFETY & SECURITY**

**(1) KEEPING OUR COMMUNITY SAFE** - No matter where you are these days, it is important to have a sense of the community around you and remain mindful of your personal safety and the security of your possessions. Report suspicious people or activity to Public Safety/CMA PD as soon as possible. Public Safety may be reached at 654-1176/1111. We highly discourage propping your bedroom/suite/restroom doors open as this diminishes the safety of the entire community. Students may be charged for the following: tampering with room/suite/bathroom locks, disabling the locking function when students are not present in their rooms and/or propping doors open.

**(2) THEFTS** - Theft is usually not a problem at CMA, but you are encouraged to protect your property by labeling your belongings and always closing and locking your door. In the event that a theft has occurred, you should contact Public Safety to file a report. To protect yourself and your belongings, lock your room each time you leave and when you are sleeping. You should carry your key with you at all times.

**(3) SECURITY AND INSURANCE** - If you have any expensive items or equipment (computer, camera, stereo, CD player, watch, TV, etc.), you should have these engraved with your Social Security number. Public Safety and the Office of Housing & Residential Life have engravers that you may borrow at no cost. This identification is helpful in recovering stolen items. You may also consider keeping a personal inventory of items and their serial numbers. To prevent items from being stolen, you should keep your room door locked when you are not in the room, even if you

are just down the hall visiting a friend. CMA does not provide insurance for any of your personal belongings as a result of theft, fire damage and/or water damage. Thus, you need to make your own arrangements to insure your personal belongings through an insurance agent or your family's homeowner's policy.

#### **(4) EMERGENCIES**

- (a) GENERAL - On-campus emergencies should be reported immediately to campus officials. For assistance Monday through Friday during campus business hours, call or come to the Office of Housing & Residential Life in the Upper Residence Hall at 707-654-1400. At all other times, contact Public Safety (707-654-1176) and/or the RA on Duty for your building (numbers listed on posters outside of and within each residence hall).
- (b) POLICE EMERGENCIES - In an emergency situation requiring police response in a residence hall, you should first dial 9-1-1, then inform Public Safety/CMA PD at 654-1111 and report the situation to a residence hall staff member.
- (c) MEDICAL EMERGENCIES  
When you or another student need emergency medical treatment, it is essential that you react quickly and efficiently. If you cannot leave the person, send someone to get help immediately. You should call 9-1-1 for all life-threatening emergencies. Vallejo is equipped with emergency 9-1-1 service. Public Safety, the Student Health Center and the Office of Housing & Residential Life should be informed of all medical emergencies as soon as possible. Students who are transported by the local rescue squad/ambulance service will be billed for the service.
- (d) PERSONAL EMERGENCIES - If you or a friend feels an immediate need to speak with a counselor, or you believe someone is in need of immediate psychological assistance, you have several options: You may contact the Counseling Center/ Student Health Center or the Housing & Residential Life Office at Cal Maritime during regular business hours. If it is after hours, you may contact the Resident Assistant on Duty, who will put you in touch with a Cal Maritime professional staff member on call. You may also call the Solano County Suicide Prevention number (707-428-1131) that offers 24-hour assistance every day.

#### **(5) FIRE SAFETY AND EMERGENCY EQUIPMENT**

##### **(a) FIRE ALARMS AND EQUIPMENT**

In the event of a fire alarm, you must assume that there is a fire and exit the building by designated routes as quickly as possible. You should close windows and doors, wear a coat and shoes and take a towel to aid in breathing in a smoke-filled area. You should remain outside of the residence hall until the reentry signal is given by fire staff or Residential Life Professional or Paraprofessional staff.

The fire safety equipment provided in the residence halls (alarms, extinguishers, and hall and room smoke detectors) is provided for use in an emergency situation. Tampering with this equipment is a serious matter that can result in ineffectiveness during an emergency. Tampering with safety equipment will lead to disciplinary action, which will generally result in severe sanctions and may also result in civil legal proceedings.

- (b) ROOM SMOKE DETECTORS - The residential fire alarm system includes smoke detectors in each student room that are hard wired into the centralized system. What this means is that the detection of smoke or tampering with the smoke detector in your room will automatically set off the alarm within your building. Moreover, the alarm system will print out the exact location of the tampering or smoke. Please check your room often to observe potential fire hazards. Encourage others to take steps to promote fire safety. Working together, we can prevent tragic fire losses. Read all fire safety material distributed by staff, and constantly be aware of the need for fire safety in the residence halls.
- (c) FIRE PREVENTION

Fire can cause significant damage and threaten human life. Students must realize the

important role that they play in fire safety. Listed below are suggestions to help prevent fires in the halls:

- Turn off and unplug all appliances immediately after use, including such items as curling irons, irons and popcorn poppers.
- Remain in your room when an electrical appliance is in use.
- The use of objects with open flames, including candles, oil lamps, etc. or the burning of incense, is prohibited in the residence halls at all times.
- Multiple-outlet connections are prohibited unless they have a built-in circuit breaker and carry an Underwriter's Laboratory (UL) approval.
- Locate multiple-outlet connectors away from high traffic areas. Check for frayed cords.
- Do not place electrical cords under rugs.
- Use of holiday and door decorations should be limited. Hallways and rooms may not be covered with decorations. Live cut trees are prohibited in student rooms. Consult the Office of Housing & Residential Life for further details on decorations.
- Curtains must not be hung near the doorway.
- Furniture and other items must not be placed near the doorway so as to impede exiting the room.
- Report any fire safety hazards immediately to the Office of Housing & Residential Life.

(d) EARTHQUAKES

- Duck or drop down on the floor
  - Take cover under a sturdy desk, table, or other furniture (or move against an interior wall, and protect your head and neck with your arms).
  - If you take cover under sturdy furniture, hold on to it and be prepared to move with it.
  - Hold your position until the ground stops shaking and it is safe to move.
  - If it is safe to exit the residence hall room or building, put on your shoes, grab your keys and evacuate the building quickly. If it is safe to do so, bring essential items such as critical prescription medicine.
  - If you have an Earthquake Emergency Kit, bring it.
  - IF YOU CANNOT EXIT THE BUILDING, TIE AT LIGHT-COLORED SHIRT TO A BALCONY RAILING, WINDOWSILL OR DOOR HANDLE SO THAT IT CAN BE SEEN BY OTHERS.
  - Move to the designated Evacuation Point taking care to keep away from downed trees, debris and electrical lines (maps are located on the back of residence hall doors and hallways).
- (e) SHELTER IN PLACE - If there is an emergency requiring you to "shelter in place" (generally, staying where you are and taking precautions such as locking doors, closing and locking windows etc. CMA will make every effort to inform you of the need to do so. However, you are also responsible for you own safety and for gathering as much information as you can.

## C. POLICIES & PROCEDURES

As a residence hall student, you are responsible for your behavior and the behavior of your guests. Specific policies and procedures are outlined in this section to provide a framework for group living standards. It is expected that every member of the residence hall community will assist fully in maintaining an appropriate living environment.

The preferred way to write a policy statement for an Academy community is to simply state the following: Each community member will conduct himself or herself in a way which does not negatively affect others. Instead, this policy section is composed of an extensive listing of policies with brief descriptions. While the justification for each policy is not provided because of space

limitations, a more complete understanding of why the rules exist can be realized if you apply the policy statement above. If you consider all of the negative effects certain actions have on others, it then becomes easy to understand the reasons behind the policies listed below.

**When in the residence halls, the following policies are in effect for all students, those who live on campus as well as those who live off campus—as well as their quests/visitors.** Residential Life staff and students are responsible for the enforcement of residence hall policies and will enforce them at all times.

**RH01 Alcohol**

- 1.1 The sale, purchase, possession and transportation, storage and consumption of alcoholic beverages in residence halls are prohibited. Additionally, members of the Corps of Cadets may be charged in accordance with Section 3.C.(1)(a)(1)(e).
- 1.2 The possession of alcohol beverage containers including empty bottles or cans is prohibited. No “collections” of alcohol beverage containers are permitted.
- 1.3 **Possession, usage, sale, distribution, brewing or being in the presence of alcohol anywhere within or on grounds immediately adjacent to the on-campus housing facilities is prohibited.**
- 1.4 **Possessing or using a common source of alcohol (e.g. keg, party ball, trash can, etc.) or participating in an event where a common source is present is prohibited.**
- 1.5 **Paraphernalia – Possessing, collecting, or otherwise displaying any containers, marketing materials, advertisements, or items bearing the name, logo or likeness to any alcoholic beverage is prohibited.**
- 1.6 **Violation of other university policies while under the influence of alcohol is a violation.**
- 1.7 **Inability to exercise care for one’s own safety and/or the safety of others (including drawing attention to oneself) due to intoxication is a violation.**
- 1.8 **Organizing or participating in activities where alcohol is present or being consumed is prohibited. Participation is defined as being present at the event regardless of consumption.**

**NOTE -- Identified items under this policy are subject to confiscation, disposal and/or destruction.**

**RH02 Appliances in Residence Hall Rooms**

- 2.1 Items that are not allowed in students’ rooms include, but are not limited to, air conditioners, space heaters, hot plates, immersion heaters, George Foreman grills, hot pots and open-coil toasters. In general, any appliance that has an exposed heating surface or draws a large amount of energy is not permitted. Use of all other appliances; popcorn poppers, curling irons, coffee pots, etc. must be in a safe manner so as not to cause a health or fire hazard.
- 2.2 All appliances and extension cords must be UL (Underwriters Laboratory) List-approved for the intended use.
- 2.3 **Personally owned Mini-fridges and microwaves are not allowed. The university has supplied microfridges (small refrigerators with attached microwaves) for student use. These must remain in the residence hall rooms at all times.**
- 2.4 **Residents are encouraged to bring/use energy-efficient appliances while living on campus (e.g. appliances with the “energy star” label).**

**RH03 Barbecue Grills**

- 3.1 Barbecue, hibachi, or other types of cooking devices are not allowed in or around the residence halls.

**RH04 Bathrooms**

- 4.1 Bathrooms are designated male or female depending on the suite. The use of opposite sex bathrooms is prohibited. Students found using opposite-gender bathrooms will be documented

**RH05 Bicycles**

- 5.1 Bicycle parking is limited to bike racks only. Parking a bicycle in any other area (i.e. building lobbies, stairwells, hallways, on handicap ramps, access ramps, etc.) is prohibited. Bicycles may not be stored in residence hall rooms due to the fire hazard.

**RH06 Checking Out**

- 6.1 When checking out of the housing facility, students must return the room to the original configuration and condition, turn in all keys and remove all personal property, etc.(Refer to Section 5.A.6.b. for further details regarding resident's responsibilities for checking out). Failure to complete a proper check out will result in a \$75.00 fine as well as additional fines for the condition of the room/furniture, etc.

**RH07 Commercial Ventures**

- 7.1 Students may not use their rooms for commercial purposes.
- 7.2 Engaging in door-to-door distribution, advertising, sales, promotion, commercial transactions and/or solicitation of any nature within residence halls, rooms, ledges, buildings and/or on grounds immediately adjacent to the on-campus housing facilities without the express authorization of the Dean of Students is prohibited.

**RH08 Community Respect**

- 8.1 Interfering with the attempts of others to study is prohibited. Failure to show respect for community members and professional and paraprofessional Housing & Residential Life staff is not permitted or tolerated. Behaviors or actions that interfere with others' normal use of facilities are prohibited. Community members are expected to comply with all reasonable requests for courtesy, including issues regarding noise, common area space, trash disposal, etc. Failure to exhibit appropriate behavior and respect will result in documentation.

**RH09 Computer Use**

- 9.1 The Recording Industry Association of America (RIAA) has begun an effort to subpoena information about individuals who are believed to have engaged in unauthorized peer-to-peer file sharing of copyrighted music and other works. Unauthorized downloading and uploading of copyrighted music, movies, and software constitutes as an illegal copyright infringement. Students should be aware that the unauthorized sharing of peer-to-peer file copyrighted works, including music, pictures, movies and software is a violation of campus computer use policy. It is also illegal and may carry significant monetary and/or criminal sanctions. It is the responsibility of students who are downloading or uploading documents to make certain that they are not copyrighted works, or that the student has the permission of the copyright holder.

**RH10 Damage to Property**

- 10.1 Residents will be held responsible for damage to their room or furnishings. Any damage by students to CMA property will be charged to the student.
- 10.2 Charges for damages to residence hall common use areas and furnishings therein will be assessed to the person(s) responsible. Common area damages which are not attributed to specific individuals will be shared among members of the community assigned housing in the area where damage was identified.
- 10.3 **Common areas and property are for the use of residents only, thus they are the responsibility of every resident. This includes, but is not limited to, lounges, study rooms, living rooms, lobbies, stairs, recreation areas, laundry rooms, doors, walkways, fire extinguishers, exit signs and lights.**
- 10.4 **Any malicious damage or acts that result in additional clean-up in or around the housing buildings, grounds, other facilities or property is prohibited. Common area damage or clean-up charges not readily assignable to a particular individual may be charged to a group, floor or hall of residents.**
- 10.5 **All furniture and equipment in common areas must remain in its designated common area. Persons found removing furniture or equipment will be subject to disciplinary action and/or applicable costs for repair and replacement.**
- 10.6 **Equipment intended for checkout purposes (dollies, games, etc.) must be returned in a timely fashion and in proper working order and/or in the same condition in which**

the responsible resident received it, or financial responsibility for replacement or repair may be imposed.

**NOTE: Violation of this policy is subject to charges.**

**RH11 Dangerous Behavior**

**11.1 Any activity or behavior that can be interpreted as endangering to or harming oneself, any community member or guest thereof is prohibited. This includes, but is not limited to, threats of physical harm to any person.**

**RH12 Decorations/Room Alterations**

**12.1** Students are not permitted to attach any object to their rooms or the halls by screw, nail or glue or alter the premises in any manner whatsoever without prior consent of the Office of Housing & Residential Life. Masking tape is permitted to hang posters. Exterior wires, signs or aerials are not allowed. Students who stack furniture do so at their own risk and students will be charged for damage and replacement of damaged furniture. Painting of rooms is not allowed unless student applies for and is permitted to utilize the Paint Your Own Room Policy. Please see the Office of Housing & Residential Life.

**12.2** Adhesives of any kind are NOT permitted on the interior or exterior residence hall doors, to include stickers, double-sided or foam tape, etc. The only permitted adhesives are those on the door decs created by Residence Life paraprofessional staff.

**12.3 Alterations, changes, modifications, remodeling and/or renovating, including but not limited to, painting of the unit, tampering with the electrical or mechanical fixtures in the unit or public areas or installing a door or area lock without consent of the Office of Housing & Residential Life is prohibited. All fixtures that are installed become part of the premises and are therefore property of the Office of Housing & Residential Life.**

**12.4 Tampering with, or removal of blinds, windows or window screens from any part of the building is prohibited.**

**12.5 Licensees shall not install or place any equipment or construction of any type on the grounds or in the buildings.**

**RH13 Disorderly Conduct**

**13.1** Disorderly conduct is any behavior that disrupts the regular or normal function of the residential community including excessive noise, behavior that disturbs other residents, misuse of common areas or misuse of equipment.

**RH14 Drugs**

**14.1 Possession, usage, sale, distribution, manufacturing or being in the presence of controlled substances (including paraphernalia for intended or implied use – i.e. pipes, hookahs) of any sort within or on grounds immediately adjacent to the on-campus housing facilities is prohibited.**

**14.2** Possessing or using any chemical or other dangerous substances, compound or container of such substances, which may cause injury or damages in a residence hall or university apartment is prohibited.

- 14.3 Paraphernalia – Possessing, collecting or otherwise displaying any containers, marketing materials, advertisements, or items bearing the name, logo or likeness to any drugs or controlled substances is prohibited.
- 14.4 Use of prescription medication, cleaning products or fumes other than for their intended and/or prescribed purposes is prohibited.
- 14.5 Use of products that resemble or smell like marijuana, including but not limited to beedies, types of herbal cigarettes, hookahs and types of incense is prohibited.
- 14.6 Violation of other university policies while under the influence of controlled substances is an additional violation.
- 14.7 Inability to exercise care for one's own safety and/or the safety of others while under the influence of controlled substances is a violation.
- 14.8 Organizing or participating in activities where illicit drugs are present or being consumed is prohibited. Participation is defined as being present at the event regardless of consumption.

NOTE: Violation of this policy is subject to criminal charges and/or contract cancellation on first time offense. Identified items under this policy are subject to confiscation, disposal and/or destruction.

#### **RH15 Entering and Exiting Residence Halls**

- 15.1 At no time is a residence hall to be entered or exited except through a doorway.
- 15.2 At no time shall an individual compromise the security of others by attempting to force open or prop open an exterior residence hall door once it has been locked. Students may be documented for propping open exterior doors.
- 15.3 Residence halls must not be entered at any time when CMA is not in session or when a residence is closed unless entry is authorized by the Office of Housing & Residential Life.

#### **RH16 Explosives/Fireworks**

- 16.1 Possession or use of ammunition, explosives (firecrackers or fireworks), gasoline (or other highly flammable liquids), devices that resemble firearms, dangerous chemicals, or explosive materials is strictly prohibited in the housing facilities or on campus grounds.

#### **RH17 Exterior of Residence Halls**

- 17.1 Climbing, rappelling or any related activity is prohibited on residence halls.
- 17.2 Absolutely neither persons nor property are allowed on the ledges outside student rooms.
- 17.3 The use of the escape ladders in the LRH is strictly prohibited. The intent of the ladders is for emergency use only.
- 17.4 **Using one's ledge to store unsightly articles, miscellaneous items, garbage, or university owned/leased furniture is not permitted.**
- 17.5 **Using one's ledge as a means of entry/exit, sitting/perching on and/or jumping off is prohibited. Residents doing so assume damage charges to ledge area.**
- 17.6 **Smoking, barbecuing or grilling on one's ledge is prohibited.**
- 17.7 **Unauthorized presence on rooftops, overhang, ledge, or areas marked for restricted access for any reason, including sunbathing, stargazing, or walking is prohibited.**

#### **RH18 Failure to Comply**

- 18.1 Failure to comply with the directions of Academy officials or those appointed or selected to act on behalf of the Academy including Resident Assistants, Student Assistants or other students acting under provisions of the Housing & Residential Life policies and procedures or in the performance of their duties, is prohibited. This includes failure to give identity to Academy officials in situations concerning alleged violations of academy policies and failure to comply with an official order. (This also includes, but is not limited to, providing false information or failing to provide information to a staff member, interfering with staff while they are performing their duties, failing to complete assigned sanctions and being uncooperative or verbally abusive to staff.)

**Note:** *If you are ever instructed by an Academy official to do anything you feel is inappropriate or are dealt with in a manner you feel is inappropriate, you should advise the person's*

*supervisor of your specific concerns. Just because you dislike the approach an Academy official uses in handling a problem does not justify any rule violation on your part. You should cooperate with the instructions given by the Academy official and report concerns later unless the instructions are personally deemed unsafe or put you in danger.*

#### **RH19 False Alarms, Bomb Threats, Misuse of Fire Equipment and Fire Alarms**

- 19.1** Persons who knowingly give or turn in a false alarm of fire by activating the fire alarm system or give any other common or recognized alarm of fire or bomb threat are guilty of endangering the lives of other people and may cause damage to the persons and/or equipment responding to such false alarms.
- 19.2** Tampering with building smoke or fire detectors located in student rooms, in hallways, or other common areas, and misuse of fire extinguishers or any other fire safety equipment is prohibited.
- 19.3** Failure to evacuate. Any person who fails to immediately evacuate a building during an alarm is subject to disciplinary action.
- 19.4** Tampering or misuse of the escape ladders in the LRH is prohibited.
- 19.5** The use of objects with open flames to include candles, oil lamps or the burning of incense is prohibited in residence halls.
- 19.6** Persons who turn in bomb threats via phone, messenger or in writing or give any other common or recognized signal for bomb threat may be found guilty of endangering the lives of other people.

#### **RH20 Fire Safety & Hazards**

- 20.1** **Evacuation** – All persons are required to evacuate the building immediately upon the sound of an alarm. Interfering with emergency services, procedures or failing to conform to established safety regulations and/or instruction given by emergency response staff is prohibited.
- 20.2** **Fire Reporting & Equipment** – Falsely reporting a fire, tampering with or misuse of any fire or reporting equipment (e.g. fire alarms, smoke detectors, fire sprinkler, fire extinguishers, “EXIT” signs, etc.) is prohibited.
- 20.3** **Egress** – Disabling, opening, damaging or propping exits used exclusively as fire exits is prohibited (unless being used properly as an exit during an emergency situation). All hallways, exits, stairwells, doorway or area that may be deemed an “egress” (i.e. window) need to be free from garbage, bicycles, clutter, furniture or other items that may or have a potential to limit entry/exit (including tripping hazard). All doors and windows must have the ability to be fully opened.
- 20.4** **Combustibles** – Possessing or storing gasoline, fireworks, combustible chemicals and/or fuel-driven engines/appliances (e.g. motorcycles, mopeds, gas/propane grills, etc.) within residential housing apartments, rooms, ledges, buildings and/or on grounds immediately adjacent to the on-campus housing facilities is prohibited.
- 20.5** **Open Flames (Candles)** -- Candles, incense and/or any type of open flame within residential housing apartments, rooms, ledges, buildings and/or on grounds immediately adjacent to the on-campus housing is prohibited. Candles for any purpose (this includes but is not limited to decoration, religious rituals, etc.) are prohibited. If found, such items will be confiscated.
- 20.6** **Heat Sources** -- Open-coiled electric or heating appliances, including but not limited to space heaters and sun lamps within residential housing apartments, rooms, ledges or buildings are prohibited. Curling irons, glue guns, irons or any other “heat source” equipment must be attended to at all times. Leaving such equipment “on” unattended is a violation of this policy.
- 20.7** **Lamps & Lights** – Halogen lamps and neon lights are prohibited. Open top lamps, regardless of lamp/bulb type, must have a metal screen fully covering light/heat source.
- 20.8** **Plugs & Extension Cords** – Extension cords, multi-plugs and plug-in air fresheners

are not permitted under state fire marshal regulations. Power strips / surge protectors with UL rating are permitted. "Piggy-backing" power strip is not permitted.

- 20.9 **Cooking Equipment** – Cooking in residential hall rooms or ledges is prohibited. Cooking and/or cooking equipment such as toasters, grills, etc. are permitted ONLY in student lounges in the New and Upper Residence Halls. Barbecuing on ledges is prohibited. Barbecues/hibachis are not allowed to be stored in or around student rooms. Residents interested in barbecuing should use the Robert Hammaker Memorial BBQ area located on the waterfront.

**20.10 Decorations** – All decorations must be non-combustible (e.g. made from fire-proof material) and be UL list-approved for the intended use. Hanging flammable materials on ceilings or exterior doors such as posters, flags or nets is prohibited. Door decorations should not cover more than 20% of the surface and be limited to nametags and memo boards. Fresh cut trees (i.e. Christmas trees) are prohibited.

**Note:** *Violation of this policy is subject to criminal charges, fines and/or contract cancellation on first time offense. Identified items under this policy are subject to confiscation, disposal and/or destruction.*

**RH21 Furniture**

**21.1** All furnishing provided in the buildings is considered State property and is to remain in students' assigned room and cannot be stored on or off campus. Furniture may not be disassembled. Lofts and/or bed risers may be constructed with Office of Housing & Residential Life approval and with use of proper university-issued lofting equipment.

**RH22 Gambling**

**22.1** Illegal gambling (i.e. activities played for money, checks, credit or other representative value) anywhere on State property is prohibited.

**RH23 Harassment**

**23.1** Verbal, written, electronic (i.e. "My Space," e-mail, Facebook, Twitter, etc.), physical and/or any other types of harassment is prohibited. This is defined as any behavior by any member of the community or guest towards an individual or group which seriously threatens or alarms a person or group. This shall include, but is not limited to posted materials; harassment related to race, gender, sexual orientation, or of a sexual nature; other Title VII claims of unlawful harassment; abusive behavior identified as threats, malicious deeds, intimidation, heckling, badgering, abusive name calling and/or hazing. All policies under RH40 apply.

**RH24 Identification Card (Port Pass)**

**24.1** In the residence halls, students are required to have ready access to their ID and to identify themselves upon request by an Academy official.

**24.2** Residents and their guests are required to carry and provide appropriate photo identification (e.g. driver's license, school ID) upon request by a university staff member performing his/her duty. Failure to present ID; presenting fabricated, falsified, or misrepresentative ID; permitting others to use IDs for the purpose of improperly gaining access to residence hall, rooms, use of equipment or any other service or facility is prohibited.

**RH25 Keys & Locks**

**25.1** Keys are for use by residents only; lending a key to a non-resident is not allowed. Residents must carry their room key with them at all times.

**25.2** Each Licensee is issued a key and/or keycard to his/her unit and mailbox. All keys and key cards remain the property of the Office of Housing & Residential Life. Each Licensee is responsible for his/her keys. Should a key be lost/missing/stolen, Licensee is required to report lost/missing/stolen key to the Office of Housing & Residential Life within 24 hours of it being lost/missing. A non-refundable charge will be assessed for any replacement key(s) issued to the Licensee during occupancy and/or any key(s) lost or not returned upon Licensee's checkout.

**25.3** Under no circumstances should a Licensee duplicate, sell, transfer or lend his/her key to another individual. Permitting others to use a room key for purpose of improperly gaining access to a residence hall, room or any other building or facility is prohibited.

**25.4** The installation of any door or area lock other than those provided by the university is prohibited.

**25.5** Bypassing or tampering with the locking mechanism for any door is prohibited.

**Lost Key:** *In the event a room key is lost, an \$80.00 charge is levied to cover the cost of a lock change.*

**RH26 Lewd Conduct**

- 26.1** Lewd, indecent or obscene behaviors, whether through conduct or expression, which are not civil or respectful and which breach the peace within or on grounds immediately adjacent to the on-campus housing facilities or at any CMA-related function are not permitted.

**RH27 Pets**

- 27.1** Pets of any kind, except fish in an aquarium up to a 10 gallon capacity, are not allowed to reside on campus with the exception of the Professional Housing & Residential Life Staff.

**RH28 Quiet Hours & Courtesy Quiet Hours**

- 28.1** Twenty-four hour quiet hours will be in effect at all times in the 24-Hour Quiet living area.
- 28.2** All students must abide by Quiet Hours. Quiet Hours are from 11pm – 8am Sunday through Thursday, and 12am (midnight) - 8am on Friday and Saturday in all residence halls. During quiet hours, sound from a room should not be audible outside of the unit door nor above, below or in adjacent rooms.
- 28.3** **24-hour quiet hours are in effect during Finals Week. 24-hour quiet hours will begin the 8am on the last day of classes and last to the close of the semester.**
- 28.4** **All students must abide by Courtesy Hours. Courtesy Hours are in effect 24 hours per day. They refer to one’s ability to occupy one’s unit for the purpose of studying, sleeping or engaging in activities in an atmosphere where peace and quiet takes precedence over other activities. Engaging in unreasonably loud activities, which are defined as:**
- a. A level of noise which may be deemed an undue disturbance by another member of the community, or**
  - b. Creating noise, including but not limited to, voice, musical instruments (guitar, amps, drums, etc.), and stereos – which is audible outside of one’s room during quiet hours, either inside or outside the residence halls-- are prohibited.**

**Note:** *Interpretation of the Quiet Hours and Courtesy Quiet Hours policy shall be made by the staff using this criteria: Students should be able to sleep and study in their rooms undisturbed by the noise of others. Consistent with this concept, Courtesy Quiet Hours are in effect at all times. When Quiet Hours are in effect, noise originating in student rooms shall not penetrate beyond the confines of a room. When noise originates outside of a student room (hallways, lounges, lobbies, etc.), the noise shall not penetrate into student rooms, study areas or other common areas. When Courtesy Quiet Hours are in effect, noise – whether originating inside or outside of a student room - shall not be heard more than two doors away. At no time shall noise from a student room be heard outside of the building.*

**RH29 Residence Hall Room Regulations**

- 29.1** Students are responsible for the appearance, condition and cleanliness of their rooms/suites. Residents must remove personal garbage from their rooms and dispose of it in the dumpsters located outside of the residence halls, NOT in the restrooms or lobbies.
- 29.2** To keep all furnishings in the best possible condition, no Housing-owned furniture is to be painted or physically altered. Housing-owned room furniture may not be removed from the room.
- 29.3** Students are not to attach items to wood and painted surfaces unless a non-damaging adhesive is used. Nails are not to be used to attach items to the walls or moldings.
- 29.4** Screens are not to be removed from their window casings at any time. Removal of screen(s) will result in room residents being billed for screen replacement.
- 29.5** Waterbeds are not allowed in the residence halls.
- 29.6** Multiple-outlet connections and extension cords are prohibited unless they have a built-in

circuit breaker, carry an Underwriters' Laboratory (UL) approval, and have a maximum load of 15 amps.

- 29.7** Furniture and other items shall not be placed near the doorway that might impede exiting the room. Curtains, hanging beds or other items shall not be hung near the doorway. No items (i.e., fishnets, flags, sheets, etc.) may be suspended from the ceiling of the room as to block the smoke detector within the room.

**RH30 Resident's Responsibility**

- 30.1** Students are responsible for all behavior that takes place in their room.

**RH31 Room Capacities**

- 31.1** The capacity for student rooms is limited to eight (8) people per room.

**RH32 Room Change**

- 32.1** Room changes are not permitted unless proper procedures are followed as outlined in this guide and pre-approved by the Office of Housing & Residential Life. Failure to complete the room change as directed will result in a \$50.00 fine and possibly the rescinding of your room change permission.

**RH33 Sexual Assault**

- 33.1** Sexual assault, sexual battery or rape of a community member or guest thereof is prohibited. This behavior is defined as any sexual activity that is carried out without the expressed consent of the parties involved.

**Note:** *Violation of this policy is subject to criminal charges and/or contract cancellation on first time offense.*

**RH34 Smoking**

- 34.1** Smoking is prohibited at all times in student rooms, residential common areas and restrooms. Smoking is permitted only in designated smoking areas.

- 34.2** The possession or use of hookahs or other tobacco burning water pipes is prohibited.

**RH35 Sports Related Activities**

- 35.1** Riding bicycles, skateboards, roller blades, scooters, skates, etc. within any housing facility, including hallways and lobbies is not permitted.

- 35.2** Playing any physical games in a common area (lounge, lobby, hallway) is prohibited. This includes, but is not limited to, the use of Frisbees, balls, water guns, darts, bicycles, skateboards, roller blades or inappropriate use of a laser pointer.

**RH36 Student Housing License Agreement**

- 36.1** All CMA residential students are required to complete a Student Housing License Agreement as part of the enrollment process. The agreement is a binding contract between you and CMA. It defines the terms and conditions of on-campus. By signing the Agreement, you agree to adhere to all Housing & Residential Life policies, procedures and regulations and that you understand you are responsible for all information thereof.

**RH37 Student Right to Privacy in Residence Halls**

- 37.1** The responsibilities of the Academy require the reservation of a reasonable right to enter student rooms to ensure proper upkeep, to provide for the health and safety of all residents living in a residence hall and/or to investigate when reasonable cause exists to believe that a violation of residence hall or other Cal Maritime regulations is occurring within student rooms.

- 37.2** Room Inspections by Staff and Maintenance Personnel: Housing & Residential Life and Maintenance Staff will enter student rooms under the following guidelines: for the purpose of requested or normal maintenance, inspection of conditions potentially harmful to the safety and/or health of residents, to ensure room preparedness for occupancy, health and safety inspections and when a fire alarm sounds. Inspections for maintenance purposes may be expected routinely during vacations and when a resident moves out of a room. Health and safety inspections will be conducted a minimum of once per semester. Except during vacation periods or after the sounding of a fire alarm, every effort will be made to

schedule room entry at times when the resident(s) have an opportunity to be present. Residents need not be present during Health & Safety Inspections.

**37.3 Entry into Student Rooms for Purposes Other Than Room Inspections:**

Administrative Staff may enter a room:

- a) When there is a clear or apparent emergency, such as fire, serious illness or injury or where danger threatens persons or property.
- b) When a staff member has reasonable cause to believe that a violation of residence hall or Academy regulations is occurring within that room.
- c) At the request or invitation of one or more residents of the room. Staff may not enter a room without knocking and may not enter for the purpose of searching the personal belongings of students.

**37.4 Entry into Student Rooms by Other Students:**

Students may enter the rooms of other students only at the invitation of a resident of that room or as a Resident Assistant.. The invitation must be made at the time of entry. Staff is not allowed to admit a resident to a room that is not that resident's room.

**37.5 Admission of Any Law Enforcement Officer to Residence Hall Rooms:**

Entry and search of residence hall student rooms by any law enforcement officer shall be conducted within the boundaries of such laws.

**RH38 Theft**

**38.1** Theft is prohibited.

**38.2** Theft of University property or to other property on University grounds, willfully or negligently caused by a resident or guest is prohibited.

NOTE: Violation of this policy is subject to criminal charges and fines.

**RH39 Throwing Objects/Projectiles**

**39.1** Throwing any object or item from or to a building or down a hallway is prohibited.

**39.2** Throwing, dropping or projecting objects from a window, roof or balcony/ledge, including but not limited to bottles, cans, garbage or water is prohibited.

**RH40 Verbal Abuse, Threat of Physical Abuse and Harassment**

Students will be held accountable for verbal abuse, harassment, threat of physical abuse, endangering conduct and physical abuse as those terms are defined below.

**40.1** Verbal Abuse is the intentional use of obscene, profane or derogatory language or the intentional use of an abusive tone or manner directed toward an individual or individuals.

**40.2** Harassment is any action, verbal or nonverbal, directed against an individual or individuals, with the intent to berate, humiliate or torment that individual or individuals. This may include a single incident or series of incidents. At Cal Maritime, there is a zero tolerance policy for harassment of any person(s) at any time.

**40.3** Threat of Physical Abuse is conduct that indicates, or reasonably could be understood to indicate, either through speech, actions or a combination of both, an intent to physically injure an individual or individuals.

**40.4** Endangering Conduct is any act that imperils or jeopardizes the health or safety of any person or persons.

**40.5** Physical Abuse is any action that physically injures or inflicts physical discomfort on an individual or individuals. Causing physical harm or threatening physical harm to any person will result in disciplinary action and possible dismissal from the Academy.

**RH41 Visitation**

CMA students may have personal guests in their rooms within the following guidelines:

**41.1** Guests are defined as a resident or non-resident who is not assigned to that room.

**41.2** Prior to inviting an overnight guest, residents should discuss the situation with their roommate and obtain their approval.

**41.3** It is the responsibility of the student to obtain a day use parking permit.

**41.4** No overnight guests are permitted during finals week.

- 41.5 Residents are responsible for the conduct of guests and visitors. Residents are subject to disciplinary action for the misconduct of their guests and are liable for any damages caused by them.
- 41.6 Persons who are guests of residents for more than two days (three day holiday weekends excepted) without permission granted by Housing & Residential Life are considered non-approved guests. The resident will be charged a fee for each night their guest stays in the community, and may be subject to disciplinary **action**.
- 41.7 Guests may stay, with prior approval, no more than two nights in any two-week period. Exceptions may be requested from the Office of Housing & Residential Life.

**RH42 Weapons**

- 42.1 Possession or use of firearms, knives (except pocket knives or ship-related tools), water guns, paint ball guns, and/or any related materials, other weapon-like instruments, including air, water or gas-propelled guns, any dangerous devices capable of casting a projectile or other lethal weapons are not allowed on the campus. Storage should be arranged off campus.

**STUDENT HOUSING LICENSE AGREEMENT: TERMS AND CONDITIONS**

**I. AGREEMENT AND FEES**

This License Agreement is entered into between the Trustees of The California State University through the California Maritime Academy (CMA), Office of Housing & Residential Life, and the person whose name appears on the Student Housing License Agreement, hereinafter called "Licensee." In consideration for the right to occupy an assigned bed space within the housing facilities at CMA, Licensee hereby agrees to make payments to CMA in accordance with CMA policy.

**II. OCCUPANCY: The California Maritime Academy is a residential campus that requires all unmarried students under the age of 24 to reside in university housing and participate in a meal plan unless they have applied for and been granted off-campus permission. The Housing License Agreement attached to this contract is binding for the full academic year.**

- (a) CMA hereby grants to Licensee permission and expectation to occupy a bed space within the housing facilities as a licensee for the fee period beginning the day immediately preceding the first day of fall semester classes and ending the day immediately following the last day of spring semester final exams, unless sooner terminated under the provisions of this License Agreement or otherwise noted in official university communication. This contract is binding for the full academic year. This License Agreement **does not** grant Licensee permission to occupy the assigned space during Fall Break, Winter Break, commencing at 12:00 p.m. on the day following fall final exams and ending 12:00 p.m. on the day immediately preceding the first day of spring semester classes or Spring Break.
- (b) Specific assignment of a bed space shall be made by CMA, and may be changed from time to time in the interest of health, discipline, vacations, recess, management, and/or general welfare of the Licensee(s).
- (c) The process of Room Consolidation may happen at any point in the semester except for the week prior to and of final exams. Room Consolidation is the circumstance in which a Licensee living in a double occupancy room becomes in the situation of occupying the room alone. Any Licensee in the same situation will either: a) be required to consolidate with one another; or b) be given the opportunity to declare a single room and pay the single room cost. If any/all Licensees in a situation necessitating Consolidation refuse to move, the Office of Housing & Residential Life will require one of the Licensees to move based on Housing & Residential Life criteria. Single room status may only be granted for one semester, based on room availability.
- (c) Failure of the Licensee to move in prior to 4:00 p.m. on the day before classes commence in any given term may constitute cancellation of this License Agreement with penalties. The conditions of Section VI of the License Agreement will apply.
- (d) Entering freshman contracts will be extended to include Orientation (subject to Orientation Fee).

### III. ENHANCEMENT OF EDUCATIONAL EXPERIENCE

- (a) CMA shall maintain a professional staff to work with students to develop a community concept within the housing facilities to enhance Licensee's educational experience at CMA. CMA shall establish guidelines for facilitating resident input into the governance of the housing facility. The facility shall be operated to enhance the educational, social, and recreational opportunities available to Licensee.
- (b) Licensee agrees to recognize the importance of maintaining the housing facility as an environment that is conducive for fellow students to study, live, and sleep. Licensee agrees to not disturb this environment.

### IV. TERMS AND CONDITIONS

- (a) This License Agreement is subject to the regulations contained in Title 5 of the California Code of Regulations, Sections 42000- 42101. A copy of those regulations is available at the Housing & Residential Life Office during normal business hours.
- (b) Licensee agrees to comply with all Regulations, Policies and Procedures written in the STUDENT HANDBOOK/Guide to On-Campus Living and included as part of this agreement, and any subsequent amendments.
  - (b1) Possession or use of alcohol or drugs in the residence hall is a violation of the License Agreement by the Licensee. Violations are referred to the university judicial system and will be held accountable for the violation that may include sanctions up to forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
  - (b2) Fire Safety in the residence halls is of the utmost priority. Any STUDENT HANDBOOK violations regarding fire safety (i.e. candles, smoking in a residence hall room, tampering with a smoke detector) will be deemed a violation of the License Agreement by the Licensee. If this occurs, Licensees will be referred to the university judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
  - (b3) Threats or violence toward fellow Licensees, Resident Assistants, or CMA officials is considered a violation of this License Agreement. If this occurs, Licensees will be referred to the university judicial system and will be held accountable for the violation that may include sanctions up to the forfeiture of their Housing License Agreement which could affect their status as a student at Cal Maritime.
- (c) This License Agreement shall not be transferred except as permitted in Section IX.
- (d) It is understood and agreed to by Licensee and CMA that no lease nor any other interest in real property is created by this Agreement.
- (e) CMA assumes no responsibility for any property of the Licensee that is stolen, damaged, or destroyed in the housing facility at any time, including periods when the Licensee is not in occupancy or after the term of the occupancy has expired.
- (f) During the break periods, repair and/or construction projects may be necessary and may require entry into Licensee's room. Licensee will be responsible for safeguarding personal belongings to the extent that removal of the belongings may be necessary. Licensee does not need to be present for university officials to enter the occupied space.

### V. MAINTENANCE OF PREMISES

- (a) CMA shall provide Licensee with the furnishings and Licensee will maintain them in the condition noted on the Room Inventory Form. Licensee agrees to give reasonable care to the assigned living unit and its furnishings and to make payment for any damage or loss promptly upon demand by CMA. In the event Licensee fails to maintain the living unit in good order and repair, **Licensee shall pay CMA the reasonable costs incurred in returning the living unit to a condition of good order and repair.** As a part of such reimbursement, Licensee's housing deposit, or a portion thereof, may be expended for the purpose of payment of such costs.
- (b) Licensee shall make no alteration to the housing facility without the permission of CMA. Any structural addition or alteration is prohibited without written permission of CMA.
- (c) Licensee shall not possess or use any highly flammable material, firearm, ammunition, fireworks, explosives, weapons or any other material or instrument which, in the opinion of CMA authorities, poses an unreasonable risk of damage or injury. Doing so is a violation of the License Agreement and students will be referred to the university judicial system.

- (d) Licensee agrees to be jointly responsible with other residents for the protection of the residence hall, its furnishings and equipment. Licensees will be jointly responsible for maintaining the common areas in good order; all of this section will apply should Licensees fail to maintain good order and repair. All Licensees of common areas (including but not limited to rooms, lounges, exterior facilities and grounds surrounding residence halls, restrooms, etc) may be billed for common area damages, vandalism and excess cleaning.
- (e) Vandalism to furnishings, student rooms, or common areas is considered a violation of the CMA License Agreement. If deemed responsible Licensees could be subject to the following penalties:
  - (1) Monetary fine: Amount equal to restoration of the vandalized item or items. The amount of the charge will be distributed to all Licensees of an area (subject to official of the Office of Housing & Residential Life's discretion).

**VI. CANCELLATION BY LICENSEE PRIOR TO OCCUPANCY**

- (a) Licensee may cancel a reservation for a space in the housing facility by giving written notice to CMA at least 30 days prior to the beginning of the occupancy period. As CMA is a residential campus, if Licensee cancels reservation, Licensee revokes status as a student at CMA. If Licensee remains a student at Cal Maritime, Licensee will still be charged the cost of a room and meal plan on campus.
- (b) A request to cancel a reservation less than 30 days prior to the beginning of the occupancy period shall include Licensee's statement of reasons. CMA shall grant or deny the request based on the following standards with **appropriate verification**: 1) end of Licensee's student status; 2) approved petition for Off Campus Housing. If granted, additional penalties may apply including fees for housing and meal service for that semester.

**VII. CANCELLATION AFTER OCCUPANCY**

- (a) Any Licensee who requests to vacate the housing facility shall give at least 30 days' WRITTEN notice of intention to vacate and the reason therefore.
- (b) CMA may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards with **appropriate verification**: 1) end of Licensee's student status; 2) approved petition for Off Campus Housing.
- (c) Licensee's withdrawal from CMA subsequent to this Agreement may result in a 30-day charge starting the date of Licensee's vacating the facility. All other Licensees requesting release will be held to this Agreement.
- (d) Revocation of this Agreement or the Licensee's abandonment of the facility shall not release the Licensee from paying any obligation due CMA.
- (e) The acquisition by the Licensee of an off-campus living arrangement and/or lease without an approved Off-Campus Petition does not grant Licensee the opportunity to cancel their Housing License Agreement. Licensee will still be charged for room and a meal plan on campus.

**VIII. REVOCATION OF THE LICENSE AGREEMENT**

- (a) CMA may revoke this License Agreement upon the following conditions:
  - 1) In the event of misconduct listed in the STUDENT HANDBOOK/Guide to On-Campus Living.
  - 2) Failure of Licensee to maintain status as a student at CMA.
  - 3) Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.
  - 4) Administrative necessity of CMA. Administrative necessity exists when any condition, not reasonably foreseen at the time of signing by CMA occurs which prevents CMA from making a housing facility available to the Licensee.
- (b) CMA shall provide Licensee not less than three days' notice in the event of an occurrence described in subsections 1), 2), or 3) and not less than 14 days' written notice in the event of an occurrence described in subsection 4), except in cases of emergency.

**IX. ABANDONMENT OR TERMINATION BY LICENSEE**

Except as permitted in Section VI or VII, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due CMA for so long as CMA does not terminate Licensee's right to possession.

**X. DESTRUCTION OR UNAVAILABILITY**

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

#### **XI. REFUNDS**

CMA shall authorize refunds only as provided for in the California Code of Regulations, Title 5, and this License Agreement.

#### **XII. VACATING THE HOUSING FACILITY**

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first. Licensee shall appropriately check out of the facility and maintain it in clean, sanitary standards upon check out.

#### **XIII. TREATMENT OF INDEBTEDNESS**

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

- (a) Imposition of a late fee, in accordance with the fee schedule.
- (b) Revocation of the License Agreement.
- (c) Eviction.
- (d) Withholding of CMA services including: 1) Withholding official transcripts, 2) Denial of registration, 3) Diploma.
- (e) Offset of paychecks, loans, grants, or scholarship payable through CMA, or tax refunds or rebates.
- (f) Legal action to collect unpaid obligations.

#### **XIV. RIGHT OF ENTRY**

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

#### **XV. INSURANCE**

- (a) CMA has no insurance to cover the personal or property damage of Licensee. It is recommended that Licensees purchase renter's insurance.

#### **XVI. VISITORS AND GUESTS**

Licensee shall permit no visitors or guests to enter CMA housing facilities except as permitted by Housing & Residential Life policies and regulations as stated in the STUDENT HANDBOOK/Guide to On-Campus Living.

#### **XVII. NON WAIVER**

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

#### **XVIII. TAXABLE POSSESSORY INTEREST**

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

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

Revised:12.1.13