

**GUIDE TO ON CAMPUS LIVING**  
***SUNY MARITIME COLLEGE JULY 1, 2023 – JUNE 30, 2024***  
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The ***Department of Residential Life (DRL)*** is excited to have you as a member of our on-campus living community. This Guide to On Campus Living is intended to give you and your neighbors a common set of expectations by which you can all live and learn together to achieve academic success, build on skills to prepare for your career, and develop lasting friendships. The mission of SUNY Maritime College (“College”) is to provide safe accommodation for our residents. Our goal is to create a sense of community that encourages students’ development of respect, social responsibility, integrity, ethical leadership, and independence.

Being a community member means understanding and adhering to community standards, policies, regulations, and procedures, and contributing to its development and well-being. As a community member, you are responsible for your own behavior, and the behavior of your guests and/or visitors. It is our hope that you will choose to abide by all College and DRL policies and regulations. By signing the Residential Life Agreement (physical signature or electronic acknowledgement), you are contractually entering into a binding agreement to comply with the policies and guidelines listed herein.

This guide is designed to be used in conjunction with the policies and procedures set forth within the Student Code of Conduct. Any policies listed here will be enforced through the campus conduct procedures (Section IV of the Student Code of Conduct and/or Regimental Rules and Regulations), and the level of offense will be determined by the Director of Residential Life, and/or Dean of Students. Residents and their guests are concurrently subject to all College policies and regulations for conduct. Everyone must abide by all local, State, and Federal laws.

The College is unique in its duality of Regimental and Civilian programs, and the following is a guide for all students, which may be augmented by additional regulations, depending upon the student’s program. To maintain housing privileges, all residents must comply with the College’s standards and policies. Cadets participating in the Regimental program are subject to additional guidelines set by the Commandant of Cadets and Regimental Officers.

The DRL is in 3rd Battalion, Baylis Hall, 1st floor. The office is open Monday through Friday, 8 a.m. to 4 p.m. For additional information and forms, please visit the Residential Life webpage at [www.sunymaritime.edu](http://www.sunymaritime.edu), Residential Life Tab.

### **SECTION 1: GENERAL TERMS AND CONDITIONS**

The College does not discriminate against any student (with respect to housing eligibility or when assigning students to specific spaces) on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence survivor status, criminal conviction or status as disabled or United States Veteran.

The College reserves the right within established procedures and/or as outlined by the Student Code of Conduct, to suspend or withdraw accommodations, or access to a campus residence to any person(s) for violation of college regulations, housing regulations, for health and safety reasons, or for failing to pay all associated tuition and fees. The College may seek financial or other restitution for loss or damage to residence hall property.

The College has the right to conduct inspections at any time when appropriate, reasonable and to ensure the health, safety, and general welfare of residents within the residence halls as well as ensure physical security and maintenance of college property. When able, 24-hour notice will be given, but it is not guaranteed to residents prior to entering residence bedrooms or common areas. College officials (including but not limited to Public Safety/University Police, Fire Marshall, Residential Life staff, Student Affairs staff, Physical Facilities staff, and any other College employees or contractors who have a legitimate need to enter the space) may access student residences in the event of an emergency, to complete maintenance requests, to conduct housing tasks, to prevent harm or damage to persons or property, to seize contraband in connection

with criminal charges, and/or to enforce regulations set by the Guide to on Campus Living, Rules and Regulations, the Student Code of Conduct without the courtesy 24 hour notice.

The College and/or College officials are not responsible for injury to any person or damage to any personal property caused by water, fire, steam, plumbing, laundry machines, or any other cause that may be beyond the control of the College. Liability for risks or injury and/or damage to personal property is assumed by the resident. Residents are encouraged to obtain appropriate insurance for personal property.

Students shall not assign/rent or sublet this License/room to any part or all of the Premises. Subletting includes short-term or temporary rental arrangements including, but not limited to, those offered through peer-to-peer accommodation services such as Airbnb, Craigslist, or Couchsurfing. Assigning or subletting may result in discipline and/or housing revocation without compensation.

**STUDENT RIGHTS AND RESPONSIBILITIES:** As a member of the College's living and learning community, you are afforded certain individual rights that your roommate(s) and those living around you should respect; however, these rights carry with them a reciprocal responsibility for you. Your responsibilities ensure that your roommate(s), suitemates, floor mates, and other community members are afforded the same rights regardless of their race, color, national origin, religion, creed, age, disability, sex, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction or status as disabled or United States veteran. When you meet your responsibilities, you will be helping to make the College and residence halls a great place to live and work!

To a significant extent, your success will depend on your ability to understand and balance the rights and responsibilities aspects of your college experience. The College officials do not assume the role of campus parent, and you will seldom be told what to do or not to do with your personal behavior. The obvious exception, as with society at large, is when individual behavior threatens the health and safety of others or the community or begins to disrupt the legitimate pursuits of others within the residence halls.

The DRL staff does not, nor cannot, guarantee you will retain each of these rights at all times. You share the responsibility. You can help ensure that these rights will be honored through thoughtful discussion and open communication with roommates, suitemates, floor mates, and other community members. The choice is yours; you can choose to passively exist or to take full advantage of your living environment by participating in activities, standing up for yourself and others and speaking up for what you believe has value.

The following is a listing of your rights (things to which you are entitled as a student living in one of our housing communities) as well as your responsibilities (what is expected of you as a member of a residence community). These rights and responsibilities are not legally binding, but they are meant to complement the formal Guide to On Campus Living.

1. You have the right to a safe and secure living environment.
2. You are responsible for keeping your living space secure and not for prop doors open or allowing strangers in. You also have a responsibility to uphold all security policies and procedures. Violations of community standards and procedures will put you and others at risk.
3. You have the right to privacy and to the fair use of your room, both in terms of space and time, and the right to be free of unwanted guests in your room.
4. You are responsible for telling your roommate your wishes and preference for: hours of sleep, study, visitation, and resolving roommate disagreements peacefully. You also have a responsibility to make sure your guests do not violate your roommate's rights or interfere with their use of your living space.
5. You have the right to a peaceful and quiet space in which you can sleep and study.

6. You have the responsibility to observe quiet hours, to keep your stereo, television, computer, and your voice at a reasonable volume in your living environment, and to remind your guests and others that you expect the same from them.
7. You have the right to discuss another person's behavior when it infringes on your rights.
8. You are responsible for examining your own behavior when approached by another and for resolving conflicts.
9. You have the right to the assistance of a Resident Advisor or other DRL staff members when you request help with a problem.
10. You have the responsibility to notify staff of your problem and request assistance in a timely manner and to cooperate with those involved as they work with you as you solve your problem.
11. You have the right to know what is acceptable and/or what behavior is inappropriate within your living environment.
12. You are responsible for reading the information provided by the College. If you reside in our Residence Halls, you agree to read and abide by the regulations set forth in the Guide to Campus Housing, Student Code of Conduct, and Regimental Rules and Regulations. You may report any violation, whether you were or were not personally affected by it.

## **SECTION 2: RESIDENCE HALLS AND RESIDENTIAL LIFE STAFF**

There are four residence halls on the College campus:

1st Battalion: A & B Companies, **Regimental**

2nd Battalion: C & D Companies, **Regimental**

3rd Battalion/Baylis Hall: E & F Companies, **Regimental**

New Hall: **Civilian**

Standards are governed and enforced in each building by Resident Advisors residing on each floor, reporting to the Resident Director, Assistant Director & Area Coordinator, who reports to the Director.

**DIRECTOR:** The Director Residential Life manages the College's housing and residence life operations; provides fiscal management for department budget; supervises professional and support staff, ensuring efficient operations and programming, and ensures compliance with all relevant policies, procedures, standards, and laws.

**ASSISTANT DIRECTOR:** The Assistant Director actively participates in large scale campus events, staff recruitment, selection and training activities, and management of four residence halls, occupancy, and on-call for campus emergencies. Duties include supervision of student staff; liaison with administrators, faculty, and staff; the development of specialized programming in the halls; daily administration and management of all facets pertaining to the Office of Residential Life.

**AREA COORDINATOR:** The Area Coordinator is responsible for developing a safe, intellectual, and social environment for residential students. Duties include supervision of student staff and student mailroom operations; collaboration with Facilities Management on residence halls maintenance and repairs; liaison with administrators, faculty, and staff; daily administration and management of all facets pertaining to the Office Residential Life.

**RESIDENT DIRECTORS (RD):** The Resident Director assists in managing the day-to-day operations of the residence halls and the resident advisors. The Resident Director is directly supervised by the Assistant Director and the Director Residential Life. The RD is instrumental in the selecting, training, and supervising of the Residential Life Staff which includes Resident Advisors. They will be the primary on-call staff member to respond on a daily basis.

**RESIDENT ADVISORS (RA):** Resident Advisors serve as mentors, mediators, organizers, policy enforcers and general points of contact living on each floor to maintain an appropriate study and living environment for all residents. The RA is a full-time student who has been selected for their outstanding leadership qualities. One Resident Advisor will be on duty in each Residence Hall every night. They are responsible for Residence Hall safety and can be contacted in case of emergency.

### **SECTION 3: HOUSING PROCEDURES**

#### **RESIDENCE HALL ELIGIBILITY DURING THE FALL AND SPRING SEMESTERS:**

Residency by a student is contingent upon his/her continuing state of good standing with the college and as a full-time student.

- Full time status for undergraduate students is defined as being registered for a minimum of 12 credits during the Fall/Spring semester.
- Full time status for graduate students is defined as being registered for a minimum of 9 credits during the Fall/Spring semester.

Residents must maintain their eligibility during the entire fall and spring academic semesters. Any change in eligibility status, from full-time student to part-time student, or non-student status may result in the termination of housing. Students not entitled to housing may include, but are not limited to:

1. Students who withdraw or take a leave of absence from the College.
2. Students in officially recognized off-campus academic programs for a set time period.
3. Students academically dis-enrolled or removed through the student conduct process.

#### **RESIDENCE HALL ELIGIBILITY OUTSIDE THE FALL AND SPRING SEMESTERS INCLUDES:**

1. When a current student is actively employed within an office of the College.
2. When a current or former student is under contract within a sanctioned College program.

Examples include but are not limited to:

- a. EOP
- b. INDOC
- c. License Housing
- d. International Orientation
- e. Athletic Pre/Post Season
3. When a current student is awaiting graduation (graduation must be within one week).
4. When a current student is participating in Pre-Cruise and/or awaiting to go on Cruise.
5. When a current student is enrolled in Summer Session (must be taking a class in a classroom, excludes online classes) and may only reside in housing while in session.
6. Employed or participating in a summer camp program hosted by SUNY Maritime College.

**\*Any student outside the parameters listed above will not be eligible to reside in the Residence Halls. \***

**APPLICATIONS:** The College is pleased to offer a paperless Housing Application platform (Residence™ by Symplicity). This multi-faceted online software is used by the DRL Office to communicate with students and most importantly collect

Housing Applications. Students who wish to reside in on-campus housing must complete the online application. Check the Residential Life Calendar online for Housing Application due dates. Link: <https://www.sunymaritime.edu/student-life/housing-residential-life/housing-application> Only upon acceptance by Admissions, may you apply for Housing. You will need your student email and password provided by Admissions to login and complete the application. Link: <https://suny-maritime-residence.symphlicity.com>. Students will be assigned a space on a first-come, first-serve basis. Housing is not guaranteed. If no room is available and/or if the student has been placed on a waitlist, they will be notified via their student email.

**ASSIGNMENTS:** Students are assigned to rooms at the discretion of SUNY Maritime College DRL. New students, students coming back after a LOA/Disenrollment, or those participating in INDOC will be placed by the Department of Residential Life. Due to the Residence Halls' layout, roommates are of the same gender and most often of the same status (Civilian, Regimented, Day Student, and Graduate). Regimented students are as best as possible, assigned based on class. Returning students may be given an option to select their roommates for the next academic year in the preceding spring semester. Roommate requests will not be honored until the student has lived on campus for at least one semester and only if the request is for the fall semester. If a roommate is not chosen, Housing will assign one. The DRL reserves the right to assign and consolidate rooms, as necessary. Roommate requests will be considered but are not guaranteed. Housing of Civilian students and students in special status is limited and based on availability. Resident(s) can renew their Housing Agreement on a space-available basis. All students must fill out a Housing Intent to reserve a room for the following semester. Housing Agreements may be terminated due to Disenrollment, Leave of Absence, Withdrawal, etc. The DRL cannot guarantee accommodation upon readmission. These individuals must fill out a Housing Application and will be assigned a room after all new applicants have been accommodated, space permitting. If a student is not living on campus for a semester, and is returning to campus housing, it is their responsibility to contact the DRL, with sufficient notice, to apply for housing for the upcoming semester.

The DRL cannot guarantee accommodation upon readmission. These individuals must fill out a Housing Application and will be assigned a room after all new applicants have been accommodated, space permitting. If a student is not living on campus for a semester, and is returning to campus housing, it is their responsibility to contact the DRL, with sufficient notice, and/or to apply for housing for the upcoming semester.

Those who live on campus in the spring semester and who apply for the fall semester may participate in the Housing Lottery. Check the Residential Life Calendar online for dates and times for the Lottery. The Lottery (all online) enables students to choose their desired room type (double/triple) and roommates for the Fall Semester. Roommate requests indicated on the Lottery will be considered but are **not** guaranteed. Students should delegate a group leader who will complete the Lottery and choose the room type. The group leader should be the person with the best selection time. All potential roommates should give their roommate passcode to the group leader. The passcode is displayed on the Residence™ homepage of each student. Potential roommates should be in the same program (Reg/Civ) and if Regimental, the same class. If you are the group leader – choose a room from the dropdown menu displayed. A confirmation email will be sent to all parties after submitting your selection.

In general, room assignments and billing are based on double occupancy rate. Due to the growth of the College, it is possible residents will be assigned to a triple room. The student's account will be adjusted for the respective rate. As space is available, every attempt will be made by the DRL to place residents in their desired room type (double/triple), although, there is no guarantee of availability.

**CHECK-IN:** Students should report to campus on their respective date and during their respective time slot (refer to the Housing Calendar online). Any student who does not officially check-in to Housing, satisfy their student account, and pick up their key within 5 business days of the start of the semester may be withdrawn from Housing, lose their Housing reservation and will be placed on a waitlist. Should a student vacate housing at any time during the semester, they must notify the Housing Office and complete all check-out procedures. All housing charges, fees and refunds are in accordance with SUNY Maritime College policies.

Key receipts will be provided to all residents at check-in. In signing a key receipt, residents acknowledge their responsibility for that key and any charges applied to their account for its misuse or loss. *\*See Residential Life Fees. \**

During check in, residents will review the condition of their room and furnishings listed on the Room Condition Report (RCR) with the Resident Advisor. The RCR will be retained electronically or in the resident's housing folder in the DRL. The RCR also functions as a Housing Agreement and shall be the basis for determining damage, cleaning, and billing if there are discrepancies during the check-out process.

**CHECK-OUT:** Upon check-out and/or departure from campus housing, students are required to remove all personal items from rooms and common areas in the residence halls. Rooms are expected to be cleaned and left in move-in condition. The DRL will discard all personal property left beyond 24 hours. To properly check out, residents must make an appointment with their RA or any other Residential life staff member to have their room inspected. The resident is expected to schedule the appointment at least 24 hours prior to their expected departure and provide at least 12-hour notice of appointment changes or cancellation. The RA will review the RCR and note the condition and presence of college property within the space. If necessary, charges will be applied to cover damages and cleaning. Room key(s) must be returned, as directed, to Residential Life in the approved return envelope. Any resident who fails to follow the proper checkout procedure will be assessed the current fees for improper check out and/or failure to return room key. Additionally, the resident will be responsible for all damages that may have occurred to that room or suite. Improper check-out is defined as the failure to check-out or to follow check-out procedures publicized by the DRL. In addition to, but not limited;

- a. Residents are expected to make check-out appointments, providing 24-hour notice.
- b. Residents are expected to keep appointments for Check-out.
- c. Residents must provide 12-hour notice to cancel or change appointments.

Failure to vacate a room in the designated period for check-out will incur daily room rates and room key charges. Any personal items left behind will be discarded. Any resident that needs to extend their stay due to travel arrangements must have specific consent from the Director of DRL. Students who fail to receive consent for an extended stay are subject to fines, a daily room rate charge, and will be referred to student conduct.

**REQUEST FOR EXTENDED STAY/EARLY ARRIVAL:** The Department of Residential Life (DRL) establishes the dates governing students' stay in the residence halls prior to the start of each academic year. Therefore, students are expected to plan accordingly with respect to the check-in/check-out dates. Recognizing that students may need to return to campus early, or stay on campus late for various reasons, the DRL will review requests for extended stay on a need basis. Considerations will be granted for the following students:

- International Students
- On-Campus Student Employment
- Student Athletes
- Students with Academic Related Reasons
- **Long-Distance Drive:** Students coming from a distance that requires significant travel may report a day earlier to allow sufficient time to make the trip to and from the College. A general guideline is anything over a five-hour, one-way trip (over 300 miles).

Request for extended stay/early arrival will not be considered for the following reasons:

- **Leaving an apartment:** Students who are renting or subleasing off-campus apartments in the summer need to be aware of when their lease agreement ends. **Students will not be allowed to move onto campus until the appropriate move-in date.**

- **Local, Non-Campus Responsibilities:** Students will not be allowed to return to campus early to pursue off-campus jobs or volunteer duties that would bring them back early. It is the student's responsibility to make plans concerning living arrangements prior to the move-in date.
- **Roommates on Campus Early** – Students whose roommates are approved to be on campus early may not move in with the roommate. If an unauthorized student is living in a residence hall before the move-in date, both the student and their unauthorized guest may be referred to student conduct.
- **Improper Travel Date Arrangement:** It is the student's responsibility to make travel arrangements in respect to the check-in/check-out dates that are established by the DRL. **Students will not be allowed to stay late/arrive early because of early/late flights/travel arrangements.**
- **Convenience: Early arrival/extended stay requests made solely for the student's convenience and not related to the approved criteria mentioned above are typically denied.** *\*Exceptions are rare –all pertaining departments will have input regarding exceptions\**

A written request for early arrival/extended stay must be made prior to the student's early arrival or extended stay. Students who arrive early/stay late must complete the online application for the respective semester. Approval of such requests is not automatic. In the event that permission is granted, a one-time \$50 administrative fee, plus the daily room rate will be charged to the student's account. All students granted permission to return to campus early, or stay on campus late, should realize that college services including, but not limited to, regular custodial services, dining services, residence hall offices, and mail delivery may be limited or unavailable. Students residing on campus must follow all College and Residential Life policies outlined in the Student Handbook. Early check-in/late check-out must occur during the DRL operational hours, Monday to Friday, 8 a.m. to 4 p.m.

**ROOM ASSIGNMENTS:** Students are assigned to rooms at the discretion of DRL. Due to the Residence Halls' layout, roommates are of the same gender and most often of the same status (Civilian, Regimented, Day Student, and Graduate). Regimented students are as best as possible assigned based on class. Returning students may be given an option to select their roommates for the next academic year in the preceding spring semester. If a roommate is not chosen, Housing will assign one. The DRL reserves the right to assign and consolidate rooms as necessary. Roommate requests will be considered but are **not** guaranteed. Housing of civilian students and students in special status is limited and based on availability. Resident(s) can renew their Housing Agreement on a space-available basis. All students must fill out a Declaration of Intent to reserve a room for the following semester. Housing Agreements may be terminated due to Disenrollment, Leave of Absence, Withdrawal, Judicial Actions, etc. The DRL cannot guarantee accommodation upon readmission. These individuals must fill out a Housing Application and will be assigned a room after all new applicants have been accommodated, space permitting. If a student is not living on campus for a semester, and is returning to campus housing, it is their responsibility to contact the DRL, with sufficient notice, to apply for housing for the upcoming semester.

In general, room assignment and billing are based on double occupancy rate. Due to the growth of the College, residents may be assigned to a triple room. The student's account will be adjusted for double/triple occupancy after the first 3 weeks of the semester. As space is available, every attempt will be made by the DRL to place residents in a double room, although there is no guarantee of availability.

**CONSOLIDATION:** The DRL reserves the right to assign and consolidate rooms as necessary. All students will be consolidated to ensure each student has a roommate regardless of any vacancies. Students should be aware that this consolidation may affect their room rate and financial obligation. Students will be given a set time to move by their RA, or the DRL. If a resident receives a Notice of Consolidation and fails to comply, the resident will be charged appropriate fees. Additional fees may also be added if a student fails to return their old room key after 48 hours (about 2 days) of a consolidation.

Resident students with vacancies in their room/suite must always keep their rooms ready for new students. Pushing beds together, filling extra dressers and closets with personal belongings, attempting to dispose of extra furniture, or preventing new students from moving is unacceptable. Students who fail to meet this expectation will be subject to disciplinary action, including reassignment to another room and/or fine. In order to receive the proper room rate, the room must maintain the

number of furniture pieces required for the designated occupancy and be set up according to the DRL.

**DOUBLE OCCUPANCY ROOM BUYOUT:** The Department of Residential Life reserves the right to consolidate any student with vacancy within all living units on campus. Residents who find themselves in a room without a roommate, for whatever reason, may be offered the following options:

- Move to another room to fill vacancy.
- Accept a roommate who is also required to consolidate.
- “Buyout” the room at a premium rate.

*\*Room Buyout: Depending on the total resident population, the needs of incoming Maritime students and available spaces, students may be offered a “buyout” option. By this, residents may opt to “buyout” the vacant assignment(s) in their room, alleviating them from the chance of having other students assigned to that space for one semester. This option is only available after the two-week room freeze period and comes at an additional cost. \**

## POLICIES

- We have a first come, first serve policy. Therefore, approval of “buyout” request is not automatic.
- After the two-week room freeze period that occurs at the beginning of each semester, residents with vacancies in their room will be given the option of “buying out” those unassigned spaces in that room at an additional cost.
- Students who are eligible for a “Room Buyout” will be notified by the DRL office.
- Residents who have bought out the room will be permitted to arrange furniture in their room to their liking. However, students will not be allowed to loft their beds. Additionally, the second set of furniture provided in the student bedroom cannot be removed. Students who remove room furniture may be charged the replacement value and may face student conduct.
- Should a “buyout” be granted for the fall semester, it is not guaranteed for the spring semester.
- Rooms will default to open doubles/triples at the end of each semester. Therefore, students should prepare the room back to its original configuration in preparation for a roommate once the semester has ended.
- A student cannot “buyout” an entire suite.
- Residents who engage in conduct designed or intended to dissuade or intimidate other students from moving into a room or who otherwise attempt to manipulate the housing assignment process may be subject to conduct action. This includes not responding to phone, e-mail, or other attempts to make contact.

## ELIGIBILITY

- First Year/Incoming students will not be given the option of “buying out” the space in a room at an additional cost.
- Only upper-class residents with vacancies in their room will be given the option of “buying out” the space in that room at an additional cost.
- If a student has a roommate(s), they cannot “buy out” their room. Students unsure of a roommate assigned status should log into their housing *Symlicity* account and select Roommates to see a list of roommate(s) after the two-week room freeze period.
- Building limitations will still apply.

## COST

- Current rate listed on SUNY Maritime On Campus website. <https://www.sunymaritime.edu/student-life/housing-residential-life>
- In the event a “Room Buyout” occurs mid-semester, the cost may be pro-rated based on the week a student commits to.

## APPLICATION



- Students who wish to participate in the housing “buyout” process must complete the online application for the respective semester.

**FINANCIAL RESPONSIBILITY:** All students checking in to Residence Halls must have a zero balance on their student account or assume responsibility for and commit to an authorized payment plan according to Student Accounts policies in order to receive their room key and be given access to their assigned room.

Students who fail to satisfy their student account obligation and who are found in the residence halls after the semester starts may be cited for loitering (i.e., S 240.35 New York Penal Code - Loiters or remains in or about school grounds, or a college or University building), which may jeopardize their housing eligibility. The roommate(s) who, after being notified (may be disseminated through email) that their roommate can NOT be given access to the room, may be documented by DRL for having an unauthorized guest if the unauthorized student is given access by the resident against the Residential Life directive, shall also jeopardize their housing eligibility and such actions are subject to disciplinary actions.

Residents who fail to meet their financial obligations to the College by the dates determined and disseminated (may be disseminated through email) by Student Accounts and who have been unable or unwilling to arrange for proper deferment or who have failed to pay as agreed may have a hold placed on their student login until the payment is resolved. The full amount of the room will be billed regardless of when the student checks in.

**REMOVAL FROM HOUSING:** Students who fail to meet their registration requirements will be made aware of their Housing status via a signed letter from the DRL. The student will be afforded 24 hours from the time the letter is hand delivered and/or emailed (if off campus) to satisfy their registration as full-time. If the student fails to meet their obligations, they will have 24 hours to conduct a formal check-out and return their room key. Students are obligated for all fees and charges incurred through the date of check-out, in accordance with policy. Students who are withdrawing from the residence halls are encouraged to do so by the first week of class to avoid charges on their account.

**ROOM CHANGES:** Due to space availability, Room Transfer Requests will not be offered in the Fall or Spring semesters. This applies to **ALL** residential students regardless of their program, class, or academic standing. Room vacancies will be filled by consolidation or by new applicants. Residents who need to switch their housing assignment must first meet with their Director of Residential Life. It is then within the Director’s discretion to determine if the change would be in the best interest of the student. **The College is committed to promoting diversity; therefore, changes based on a lack of tolerance for others’ lifestyle, race, color, national origin, religion, creed, age, disability, sex, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, criminal conviction or status as disabled or United States veteran, will not be considered or approved.**

#### **SECTION 4: SECURITY**

**LOCKOUTS:** It is a student’s responsibility to carry their key at all times. If a student locks themselves out of their room, they should attempt to locate their roommate. If the student cannot find their roommate, they should then attempt to locate a Resident Advisor in their building. All lockouts will be responded to promptly, but response times may vary. Upon responding to key, a resident in, the staff will verify the student is the resident of the room, request identification first and evidence of key possession. Residents are permitted three lockouts for the academic year. After the third lockout the core will be changed, and the student will be assessed the fee for replacement.

**KEYS:** Each resident is responsible for picking up their room key at the beginning of the semester (Check-in). Each resident is issued one room key, and if needed, one suite key and bears the responsibility of issued keys until they have been officially returned, upon the termination of attendance, or the end of the semester (check-out). Room keys must be returned to an RA or directly to the DRL upon check out. A key envelope and receipt will be provided. If key(s) are not returned on the day of vacating the room, a fee will be charged for parts and labor for the lock to be changed. Residents are responsible for securing their personal items by locking both windows and doors of their room and/or suite.

**KEY REPLACEMENT:** Lost, misplaced, or stolen keys must be reported to the DRL immediately. A \$150 fee will be

charged to the responsible resident, the lock or core will be changed, and a new key(s) will be issued to all residents assigned to the room.

**ACCESS:** Access to Facilities – Providing access to buildings, or rooms within buildings, to those other than residents, staff or guests by any means including, but not limited to: failing to lock or secure doors; propping entrance doors; lending a room key; or, allowing a person entrance into a building and leaving them unattended in a public place is not permitted. Students whose agreement has been revoked are not allowed access to any residential facility. Unauthorized entry into an assignment/living space other than the students own (locked or unlocked) and/or presence on rooftops, offices, storage and/or maintenance rooms, ledges, or areas marked for restricted access in any residential building or Maritime facility is prohibited. Entrance into any building through a window/out onto the wall of a building or entering an unoccupied/unassigned space is also prohibited. Key/Access Card Use – Unauthorized use, possession, provision, or duplication of access key/cards is prohibited, including having duplicate keys made for individuals who do not have a Housing Agreement for the specific space. Locks – Installation of any door or area locks other than those provided by the facility is prohibited/Any Access violations may result in removal from Housing.

**PROPERTY USE:** Unauthorized use, removal, and/or access of property belonging to or in the possession of SUNY Maritime College, Residence Life, any community member, or guest thereof is prohibited. Such violation will lead to a referral to Maritime's Conduct Department

**THEFT:** Thefts should be reported immediately to UPD (718) 409-7311 and your residence hall staff, regardless of value, as soon as possible.

**UNAUTHORIZED OCCUPANTS OR TRESPASSERS:** Unoccupied rooms and facilities (i.e., Common areas) not authorized for residence may not be used. Any person using the facilities of any residence hall without the special permission of the Director of DRL and without a valid Housing Agreement may be considered **loitering (i.e., S 240.35 New York Penal Code - Loiters or remains in or about school grounds, a college or University building)**. Unauthorized occupants shall be subject to a charge at the daily rate for the space during the entire period of improper occupancy and may be subject to judicial action. If it cannot be determined how long the individual has occupied the space without a valid housing agreement, they will be billed to the last date that the space was occupied by another resident.

#### **SECTION 5: ROOM CHARGES, HOUSING VIOLATIONS AND FEES**

Failure to comply with any housing policies may result in a "failure to comply" charge under the Student Code of Conduct.

Every resident will be held accountable for any damage to their assigned room and furniture. The student will be financially liable for any damage incurred, including the full cost of labor and materials. In the event two or more students occupy the same room and it cannot be ascertained which student(s) were responsible for the damage, the assessment of charges will be divided equally to all occupants. All residents shall exercise care not to damage or deface College property or the personal property of others, or to allow such damage or defacement by others. Upon investigation, if it is found that damage or defacement is willful, the resident responsible will be subject to judicial action/fees. Room Condition Reports (RCR) will be completed at the beginning of the academic year or whenever a room change occurs. This will note any damage that may have occurred to the room previously, so the current resident is not held liable. Loss/damage of any school property assigned to a resident must be reported within 24 hours. Damages can be reported to your Resident Advisor and/or DRL.

Billing charges for missing or broken Items: *(fees subject to change)*

Room Charges		
Shared Suite Hallway	Suite number	\$100
	Door (front, back, knobs)	\$100-300

	Light switch	\$50
	Overhead Light in hallway	\$100
	Walls/Ceiling	\$200
	Hallway Floor/Carpet	\$100
Shared Bathroom	Door (front, back, knobs)	\$100-300
	Toilet	\$250
	Sink	\$200
	Mirror above sink	\$50
	Shower head	\$50
	Towel Rack	\$50
	Cleanliness	\$100
Room Condition and Furniture	Room Number	\$100
	Door (front, back, knobs)	\$100-300
	Light switch/Overhead Light	\$50-100
	Walls/Ceiling	\$200
	Floors	\$100
	Windows/Screens	\$50-300
	Window Blinds	\$75
	Bed Ends/ Capt. Bed	\$225
	Bed Spring	\$75
	Bed Mattress	\$175
	Bed Loft Kit	\$225
	Bed Safety Rail	\$65
	Bed Ladder	\$125
	Desk	\$300
	Desk Bookshelf	\$200
	Desk Chair	\$150
	Wardrobe/Armoire	\$435
	Mirror	\$50
	Dresser	\$300
	Closet	\$100

Maritime College Housing Health and Safety Violations	Room:	1 <sup>st</sup> Inspection	Items Removed	Circle Fee per Infraction
	Date:			
Air Conditioner(s)		48-hr removal is mandatory. If item is still present within 48-hrs, resident(s) will be charged \$50		
Appliances with open coils, hot plates, toasters; Deep and/or air fryers				\$50
Blocking up, risers, or supports under a bed are prohibited, Unauthorized bunking of bed(s)				\$50
Candle(s); Incense of any kind (burnt or unburnt)/hookahs		Immediate confiscation and fee of \$100		
Cleaning/unsanitary/excessive garbage				\$50
Clearance needed from ceiling down must be (18" sprinkler/24" non-sprinkler)				\$50
Colored light bulbs (e.g. black lights)				\$50
Covering, tampering with, or disabling smoke detectors		Immediate fee of \$100; Possible removal from Housing		
Electric blankets		Immediate confiscation and fee of \$100		
Extension cords/multiple plug adapter <b>without external circuit breaker/resettable switch</b>		Immediate confiscation and fee of \$100		
Firework(s)/explosive(s)		Immediate fee of \$100; Possible removal from Housing		
Flammable or combustible item(s); Lava lamps or electric novelty items				\$50
More than one fish tank (10 gal. max.)				\$50
Halogen lamps/strobe lights/sun lamps/UV bulbs; Octo- lamps with plastic shades or lamp with no shade				\$50
High wattage equipment as determined by Housing & Facilities				\$50
Holiday lights (only LED is permitted) may not block door/window, or hang over door or from ceiling				\$50
Humidifiers/dehumidifiers greater than one gallon				\$50
International converters must be UL-approved and equipped with an external circuit breaker/resettable switch				\$50
Live holiday decorations (e.g. Christmas trees)				\$50
The <b>only outside furniture</b> that is authorized are computer/gaming chairs (e.g. no couches, futons, coffee tables, etc)				\$50
Furniture not supplied must conform to California Bulletin 117 & 133. and be approved by Housing				\$50
No sock (s)/cloths wedged between door frames. No tampered with door latches and strike plates (e.g. stuffing paper to prohibit door from closing.)				\$50
One refrigerator per person no larger than 5 cubic feet. Must be energy efficient.				\$50
No wall coverings > 20% as determined by Housing, Facilities, and/or Fire Marshal				\$50
Outdoor grills/electric grill or skillets, popcorn popper(s)				\$50
No decorations hanging from ceiling, on or above doors/doorway, windows, over bed, etc.: Dart boards prohibited				\$50
Preventing egress (exit) from a room as determined by Housing, Facilities, and/or Fire Marshal		48-hr removal is mandatory. If item is still present within 48-hrs, resident(s) will be charged \$100		
Propane or compressed gas, e.g. scuba tanks, paint ball tanks, etc.		Immediate confiscation and fee of \$100		
"Piggybacking" – plugging extension cords and/or surge protectors into each other		Immediate confiscation and fee of \$100		
Silly string/Holiday garland				\$50
Space heaters		48-hr removal is mandatory. If item is still present within 48-hrs, resident(s) will be charged \$100		
Storage of bikes in hallway, ladder well, or prevents egress from a room		48-hr removal is mandatory. If item is still present within 48-hrs, resident(s) will be charged \$50		
Waterbeds, personal mattress, air mattress, exceptions determined by Housing and Health Services				\$50
Other(s): Be specific:				\$50
Details:		Total:		
Occupant(s): Last, First Student ID: _____, _____ _____, _____ _____, _____ _____, _____ _____, _____ _____, _____ _____, _____		Each occupant will be assessed the total fee. All occupants are responsible for the shared space. Fees will remain on all accounts until an occupant takes full responsibility in writing.  Once confiscated, extension cords, fireworks, explosives, propane tanks, candles/incenses/hookahs will <b>NOT</b> be returned at any point.  Occupants that have repetitive violations will be documented and charged accordingly. Those violations will not be given the same grace period for removal. Items can be confiscated and discarded.  Occupants will immediately be fined \$100 for the possession and/or use of an extension cord in the residence halls.		
Housing Staff Name:	Date:	Date:		
<i>White Copy: Office    Yellow Copy: Regiment    Pink: Room</i>				

**HEALTH AND SAFETY INSPECTION:** In the spirit of safety on campus, SUNY Maritime College is compliant with the New York State Fire Code for residence halls. Per NYS Fire Code, there are several items that are not allowed in residence hall rooms. Periodically, our Residence Life staff will conduct health and safety room inspections to check for NYS Fire Code Compliance. During these inspections, our Residence Life staff will enter all student rooms on campus and do a plain-view inspection for items that are not allowed per NY State Fire Code and University Policy. Additionally, the New York State Office of Fire Prevention and Control (OFPC) and Physical Facilities staff routinely inspect all SUNY Maritime College facilities' common areas and some randomly selected rooms and apartments for fire code violations. Any infractions/fines resulting from a routine inspection from the OFPC may be assessed to the individual student(s).

If a room is found in unacceptable condition, or the resident(s) is in violation of housing regulations, an official citation will be issued by a Residence staff Life staff. Depending on the violation, students will be given up to 48 hours and/or two weeks to remove specific prohibited items from the resident hall. A \$50.00 charge will be placed on the student's account if the prohibited item(s) is not removed from residence within the period indicated on the violation slip from the DRL. In the event that the noted changes are not made by a set date, in addition to the \$50 charge, the resident may lose their housing privilege and be removed from the residence halls.

**Please note that prohibited extension cords and candles will NOT be given a two-week period to be removed. All surge protector outlet/power strip must be UL-approved and equipped circuit breaker/resettable switch. Any student found using a prohibited extension cord will be immediately assessed a fine of \$100. First offenses will result in a fine of \$100. Second offenses will result in a fine of \$200, followed by removal from residence halls for a third offense. Any student found in possession of a candle will be immediately given a fine of \$50. Once confiscated, prohibited extension cord(s) and or candle(s) will be discarded and not returned. Tampering with ANY fire safety system, which includes covering or disabling smoke detectors, will be referred to Maritime's conduct office, may be removed from the Residence Halls on an individual basis.**

Unauthorized items will be confiscated by Housing. Weapons, candles and prohibited extension cords or dangerous items will **NOT** be returned. Other confiscated items may be claimed prior to semester closing date. All unclaimed items found during inspection will be disposed of. Any weapon as defined in the Student Code of Conduct is prohibited within the Residence Halls

\*Students who need air conditioners in the room for medical reasons must go through the appropriate approval channels prior to bringing the appliance onto campus. Students who are found in violation of possessing an air conditioner in their room and have not done the proper paperwork, will be charged \$50 if the appliance is not removed within 48 hours.

Housing Fees	
Unauthorized Room Change (Assessed Individually)	\$100.00
Failure to vacate per announced deadline	\$100.00 + Housing Daily Rate
Possession of pets not authorized (Billed Individually)	\$150.00
Violation of quiet hours (Billed Individually)	\$100.00
Tampering with windows, entering and/or exiting through windows, or throwing, etc. any item out of a window (Billed Individually)	\$100.00
Damage to School Property (Billed Collectively)	At Cost
Misappropriation/Use of College property. May include Artwork, Signage, Lounge Furniture, etc. (Billed Individually)	\$200.00

**This list is not exhaustive. Charges may be assessed for damages to any Maritime's property, including items that may not have been specifically listed.**

## **SECTION 6: YOUR ROOM AND COMMUNITY**

**CLEANLINESS:** To maintain a sanitary and healthy environment, residents are expected to keep rooms and common areas in a reasonable state of order and cleanliness. College housing spaces must be kept clean and free from dirt, garbage, and debris. Proper care, and use of community area and facilities, including restrooms, hallways, showers, stairs, stairwells, laundry rooms, and grounds are all residents' responsibility. All Regimental residents follow additional guidelines as set by the Commandant of Cadets. Room: Clothing and personal items should be put away and the floor should be swept, mopped, and/or vacuumed. Bathroom Area(s): Floors should be clean (swept and mopped). The showers, toilets, sinks, and countertops areas should be clean, free of dirt and debris Suites/Hallways: All suite hallways should be clear of any furniture, personal items (i.e., bags, sneakers, clothes and/or garbage) at all times. Suites/hallways should be vacuumed regularly. There should not be any garbage outside of the receptacles. Garbage may not be left outside of rooms and/or suites; it must be disposed of in the designated receptacles. Residents shall not sweep trash from inside to outside of the room/suite. Stairwells, landings, and walkways must be kept clean and free of clutter from bikes, boxes, storage items, etc.

**COMMON AREAS:** Lounge furniture and lounge contents are for the use of all students; therefore, they are not to be removed from any common areas and lounges under any circumstances. If lounge furniture and lounge contents are moved to a student's room, it will be regarded as stolen. Fees for misappropriation/use of college property may apply.

**COMMUNITY SANCTION(S):** Respect for the residential environment of common areas is crucial to creating a community in which residents can live, learn, and enjoy. Therefore, all damage(s) and sanitation concern(s) that occurs in a public or common area in the residential hall may be assessed within the community. A professional staff member will first work with students and staff to determine, if possible, who is responsible for any damage(s)/sanitation concern(s) and its associated cost to repair. If the individual(s) responsible for the damage has not been identified, then the cost of the damage/community sanction(s) or addressing the area of concern (materials and labor), will be divided evenly among all residents of the affected area. Note that community sanctions do not have to be monetary.

**DELIVERY POLICY:** Any third-party delivery from (e.g., restaurants, etc.) is **NOT** permitted in Residents Halls at **ANY** time. Any entry into the Residence Halls is considered **TRESPASSING**. All deliveries **MUST** be conducted outside of the **Residence Hall lobbies**.

**ELEVATORS:** Elevators are in place for convenience and assistance. Any tampering or damage can affect the elevator functioning, cause service delays, and may result in conduct action.

**HALL SPORTS:** Throwing/shooting objects or playing sports within residential facilities is prohibited. Individuals and/or residential communities may be held financially responsible for repairing damages related to hall sports.

**LAUNDRY:** Washers and dryers are located in every Residence Hall. In the 1st, 2nd, and 3rd Battalions the laundry room is located in the basements. In New Hall, the laundry room is located on the 1<sup>st</sup> floor. Maintenance concerns regarding washers and dryers need to be reported to the RA or the BM on duty. Do not attempt to repair machines on your own. Tampering with machines can be dangerous and is prohibited. The repair cost can be passed on to residents tampering with the machines.

**LITTERING:** Littering is prohibited. As a resident in this community, it is the student's responsibility to dispose of personal trash in the designated locations. For this reason, littering, leaving trash in common areas or locations not designated for waste disposal is subject to conduct action and applicable removal/cleaning charges. Residents must maintain the cleanliness of their living space. Personal trash must be emptied into the receptacles in the trash rooms located at the end of each hallway in all residence halls. These trash rooms are cleaned daily to ensure the health and well-being of the College community.

**MANDATORY HOUSING/FLOOR MEETINGS:** Meetings are held by the Residence Life staff in order to transfer information from the DRL to the residents. All residents must attend mandatory Meetings without exception. In the event

that a meeting is missed, residents are responsible for obtaining any missed information by making an appointment with the RA or BM. DHL is not responsible for the miscommunication of information from other residents.

**PERSONAL RESPONSIBILITY:** Residents should maintain good decorum at all times, behaving in a manner that is respectful to all members of the Maritime community.

- No person shall create safety or health hazards in any residence halls. Residents may not engage in any activity that may injure persons, deface, or damage any part of any residence hall or nearby facilities.
- In the process of addressing community related issues and concerns, failing to comply with the reasonable directions of DRL or Maritime staff, acting in accordance with Residence Life and/or College protocol, is considered non-compliance and may be taken to conduct.
- Passive Presence – Assisting in, remaining present during, or failing to report the performance of any act constituting a violation of established policies is prohibited.
- All community members and guests are held to standards of appropriate behavior when conducting College-related business. Individuals may be held accountable for inappropriate or offensive conduct.
- Community Respect: Respect for each other is the basis for a successful community. Each member of our community is expected to treat others in a courteous, respectful, and caring manner. Failure to show respect for members of the College community (students, faculty, staff, and/or guests) is not permitted.

**PETS:** No resident shall have or harbor unauthorized pets or other wild or domestic animals in the residence halls, caged or otherwise. Fish are authorized, except piranha, in a tank no larger than 10 gallons. Regimental rules may apply.

**POSTING POLICY: Distribution of printed information and/or solicitation:** The distribution or peddling of newspapers or handbills conveying a point of view in the public areas of a SUNY campus is protected by the 1<sup>st</sup> Amendment. Public areas do not include residence halls. No organization may distribute any literature advertisement to solicit customers, recruit volunteers, employees, or members, seek donations or make sales in the Residence Halls without explicit permission from DRL.

Door-to-door solicitation is not permitted in the Residence Halls. Menus, handbills, announcements, election flyers, or advertisements are **NOT** to be **PLACED ON, OR UNDER RESIDENCE HALL DOORS**. The only exception to this policy is DRL announcements or information authorized by the DRL.

Harassment or intimidation of members of the campus community by persons selling goods or services, or proselytizing points of view or causes, may require the removal of individuals from campus property in accordance with the rules of maintaining public order.

Announcements may be placed on established bulletin boards on campus only after approval has been obtained from the DRL full-time staff. Postings are not to be taped or placed on walls, windows, doors, outside of locked bulletin boards, etc. This policy excludes residential door name tags and materials posted on leadership doors including folders/dry erase boards, for job use. Residents must not use strong adhesive tapes or fasteners that cause damage. All 3/M and 3/E tape displays may only be done with 3M Command™ Strips and/or Scotch Blue™ Painters Tape. Violation of the posting policy may result in fees being levied against an individual, room, and/or group, and may lead to the loss of posting privileges.

- Enclosed Bulletin Boards – Permission required by DRL. Key access by Resident Advisor. Designated for semi-permanent Regimental/ Residential Life Information.
- Cork Strips – Designated area for temporary postings for each floor.
- Wall Folder/Pockets – Intended to store floor folders, sign in/out forms, Regimental forms etc.

**THIRD PARTY GUIDELINES:** Third party advertising is prohibited within the residence halls without specific permission from the DRL. This includes menus, posters, signs, ads, etc.

**THIRD PARTY POSTING:** Commercial off campus vendors must bring material to be posted/ distributed to the DRL. After approval from the Director, it will be made clear where items may be placed or dropped off for distribution. Material will be required to comply with all College policies before distribution.

**PROJECTILES:** Throwing, dropping, or projecting objects from any residence structure is strictly prohibited. Individuals and/or residential communities may be held financially responsible for repairing damage related to projectiles.

**QUIET, STUDY, AND COURTESY HOURS:** The sleep and study needs of residents are of paramount importance. To meet this need, the College has established regulations to govern the noise and disturbance levels in the residence halls. While the Department of Residence Life staff assists with the enforcement of these regulations, it is necessary for the entire community to understand and live by these guidelines and speak with those who are in violation of them. To provide an environment that fosters the academic success of the students, 24-hour courtesy hours are in effect. Courtesy hours include all outside areas (the Quad and parking lots). It is expected that residents always honor the requests of their community concerning noise levels, even when it is not scheduled quiet hours. Noises, disturbances, playing games, or any action that could be considered as interference with the study routine of other students may result in disciplinary action and/or fines. Designated study hours on campus are from 7:00 p.m. through 11:00 p.m.

Quiet hours will be observed in the residence halls from 11:00 p.m. through 7:00 a.m. the following morning.

*Due to the development and growth of the Maritime College, it is possible maintenance, construction, or other related noise beyond the scope of enforcement of DRL may occur.*

**ROOM FURNISHINGS:** Basic bedroom furniture is provided by the College and is not to be removed from an assigned room without the express written permission of the DRL Director/Assistant Director. No furniture should be left in the hallways. Failure to adhere to this policy will result in Conduct Actions. Rooms shall be set up to allow easy entry and exit. Regimental residents: For more information and additional guidelines, see Regimental Rules and Regulations, which detail room furnishings for each regimental class. New Hall residents are responsible for providing their own bathroom furnishings including toilet paper, shower curtains, etc. and for cleaning their bathrooms and suite hallways.

- Bed loft configurations are only permitted and approved by the Director of DRL.

**STORAGE:** The College does not provide storage space for students' personal belongings unless approved by the DRL Director. Bicycles should never be chained inside stairwells and motorized bikes are prohibited within a building. Bike chains may be cut due to improper storage. Bicycles may be discarded if left behind after the semester ends. Students will be notified via student email to remove bikes prior to discarding.

*\*Students who fail to abide by these standards may result in fines and/or conduct action. \**

## **SECTION 6B: SERVICE AND ASSISTANCE ANIMAL POLICY**

### **DEFINITIONS**

#### **A. SERVICE ANIMAL**

“Service animal” is defined by the Americans with Disabilities Act, as amended (ADA), as any guide dog, signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with disability, including, but not limited to: guiding individuals with impaired vision; altering individuals with impaired hearing to intruders or sounds; providing minimal protection or rescue work; pulling wheelchair; or fetching dropped items. (28 Code of federal Regulations (CFR) Part 26, Subpart A – General, 36.104 Definitions).



Student requests for disability accommodations, including requests to have a service animal accompany a student on campus, in classrooms and in SUNY Maritime's housing facilities, are determined by the Dean of Students and/or the Office of Accommodations. Students can reach the Office of Accommodations at 718-409-7348.

A service animal may be removed from a Maritime facility or program if the animal's behavior or presence poses a direct threat to the health or safety of others. For example, a service animal that displays vicious behavior towards people may be excluded. Excessive barking in a classroom or during a program is an example of disruption.

Service animals may also be excluded in areas where the presence of a service animal fundamentally alters the nature of a program or activity or is disruptive. Examples may include, but are not limited to research labs, areas requiring protective clothing, food preparation areas, and animal research labs.

## **B. ASSISTANT ANIMAL (A.K.A) EMOTIONAL SUPPORT ANIMAL**

A "Pet" is an animal kept for ordinary use and companionship. A pet is not considered a Service Animal or an Assistance Animal. They are not covered by this policy. Residents are not permitted to keep pets, other than fish, on college property or in the Residence Halls.

## **C. APPROVED ANIMAL**

An "Approved Animal" is a Service Animal or Assistance Animal that has been approved by The Office of Accommodation as a reasonable accommodation under this policy.

## **D. OWNER**

The "Owner" is the student or other covered person who has requested the accommodation and has received approval to bring the "approved animal" on campus.

**CONFLICTING HEALTH CONDITIONS:** Residential Life personnel will make a reasonable effort to notify students in the residence halls where the Service or Assistance Animal will be located. Students with medical condition(s) that are affected by animals (e.g., respiratory disease, asthma, severe allergies) are asked to contact Residential Life if they have a health or safety related concern about exposure to a Service or Assistance Animal. The College is prepared to accommodate individuals with medical conditions which require accommodation when living in proximity to Service or Assistance Animals. We will attempt to resolve any conflict in a timely manner. Staff members will consider the conflicting needs and/or accommodation requests of all persons involved.

## **OWNER'S RESPONSIBILITIES IN COLLEGE HOUSING**

1. The Owner is responsible for assuring that the Service or Assistance Animal does not unduly interfere with the routine activities of the residence or cause difficulties for the students who reside there.
2. The Owner is financially responsible for the actions of the Service or Assistance Animal including bodily injury or property damage. The owner's responsibility includes but is not limited to replacement of furniture, carpet, windows, screens, doors, paint, wall covering, and the like. The Owner is expected to cover these costs at the time of repair and/or when the move-out.
3. The Owner is responsible for any expenses incurred for cleaning beyond a standard cleaning or for repairs to college premises that are assessed after the student and animal vacate the residence. The College shall have the right to bill the student account of the Owner for unmet obligations.
4. The Owner must notify Accommodation Service and Residential Life if the Service or Assistance Animal is no longer needed as an Approved Animal or is no longer in the residence. To replace a Service or Assistance Animal the owner must file a new request.

5. The Owner's residence may be inspected for fleas, ticks, or other pests once a semester or as needed. The applicable housing office for the residence hall will schedule the inspection. If fleas, ticks, or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a college-approved pest control service. The owner will be billed for the expense of any pest treatment beyond standard pest management in the residence halls.
6. All roommates or suitemates of the Owner must sign an agreement allowing the Service or Assistance Animal to be in residence with them. If one or more roommates or suitemates do not approve, either the Owner or the non-approving roommates or suitemates, as determined by the appropriate Residential Life the residence location, may be moved to a different location.
7. Service or Assistance Animals may travel with their Owner throughout The Residence Halls. Service or Assistance Animals are to be contained within the privately assigned residential area (room or suite) except when transported outside the private residential area in an animal carrier or controlled by leash or harness.
8. Service or Assistance Animals may not be left overnight in the Residence Halls to be cared for by another student. Animals must be taken with the student if they leave campus for a prolonged period.
9. College Housing has the authority to relocate Owner and Service or Assistance Animal as necessary.
10. Any violation of the above rules may result in immediate removal of the animal from the College and may be reviewed through a Conduct Process.
11. Should the Service or Assistance Animal be removed from the premises, the Owner is expected to fulfill their housing obligations for the rest of the housing contract.

## **GUIDELINE FOR MAINTAINING SERVICE OR ASSISTANCE ANIMAL AT MARITIME COLLEGE**

**CARE AND SUPERVISION:** Care and supervision of the animal are the responsibility of the person/Owner who benefits from the Approved Animal's use. This person must always maintain control of the approved animal. This person is also responsible for ensuring the cleanup of the animal's waste and, when appropriate, must toilet the animal in areas designated by the College consistent with the reasonable capacity of the person. Indoor animal waste, such as cat litter, must be placed in a sturdy plastic bag and securely tied up before being disposed of in outside trash dumpsters. Litter boxes should be placed on mats so that waste is not tracked onto carpeted surfaces

## **ANIMAL HEALTH AND WELL-BEING:**

1. **Vaccination:** In accordance with rules and regulations, the animal must be immunized against diseases common to that type of animal. Dogs must have current vaccination against rabies and wear a rabies vaccination tag. Proof of vaccination must be provided to DRL prior to the Animal entering the Residence Halls.
2. **Health:** Animals, other than cats and dogs, to be housed in the Residence Halls must have an annual clean bill of health from a licensed veterinarian's statement regarding the animal's health. The College has the authority to direct the Owner to have the animal receive veterinary attention.
3. **Licensing:** The College reserves the right to request documentation showing that the animal has been licensed.
4. **Training:** Service or Assistance Animals must be properly trained.
5. **Leash:** The Service or Assistance Animals must be on a leash. If the leash inhibits the animal's ability to be of service, the Owner must maintain control of the Service or Assistance Animal through voice, signal, or other effective means.

**REMOVAL OF APPROVED ANIMAL:** The College may exclude/remove a Service or Assistance Animal when 1) the animal poses a direct threat to the health or safety of others, or 2) the animal's presence results in a fundamental alteration of the College program, or 3) the Owner does not comply with the owner's Responsibilities pursuant to College Housing requirements, or 4) the animal or its presence creates an unmanageable disturbance or interference with SUNY Maritime College.

## **SECTION 7: ROOM INSPECTIONS/SEARCHES**

It is the College's intention to assure all reasonable privacy in student rooms. When appropriate, reasonable and or to protect the health and safety of residential students, keep rooms in good condition and avoid fire hazards, student rooms and common areas in the residence halls are subject to inspection by College officials (including but not limited to Public Safety/University Police, Fire Marshall, Residential Life staff, Student Affairs staff, Physical Facilities staff, and any other College employees or contractors who have a legitimate need to enter the space) at any time, **with or without prior notice**. Such inspections will also be conducted periodically. During inspections, College officials will check for the following:

- a. General condition and safety of the room;
- b. Cleanliness and condition of the furniture;
- c. The presence of prohibited items.

Common Areas are defined as semi-private bathrooms, common bathrooms, lobby areas, passageways/ hallways, ladder wells/stairwells, storage/cleaning lockers, laundry rooms, lounges, and club rooms located within residential facilities.

In addition, College officials (including but not limited to Public Safety/University Police, Fire Marshall, Residential Life staff, Student Affairs staff, Physical Facilities staff, and any other College employees or contractors who have a legitimate need to enter the space.), may enter rooms at any time if there is a reason to believe that the room contains illegal drugs, unauthorized substances, alcohol, weapons of any kind, or if there is any other reason to believe that entry is warranted to protect the safety or well-being of a student or others. Students who fail to cooperate with an inspection or whose room fails inspection may be subject to disciplinary action.

All packages, boxes, bags, suitcases, foot lockers, closets, dresser, desk, captain's bed, wardrobe, and refrigerators that are in, or brought into a student's room are subject to a full inspection upon the request of any College Official.

**REFUSING ACCESS:** Residents may not refuse room access to any College officials (including but not limited to Public Safety/University Police, NY State Fire Marshall, Residential Life staff, Student Affairs staff, Physical Facilities staff, and any other College employees or contractors who have a legitimate need to enter the space.) scheduled to execute their assigned responsibilities. Regimental students have mandatory weekly room inspections conducted by Cadet Regimental Officers and Regimental Duty Officers.

## **SECTION 8: GUEST POLICY**

Given its history and heritage, Maritime College encourages students to respect and abide by the institution's values and tradition of valor and excellence. In the proper context, hosting guests/visitors is *a privilege* that can facilitate personal and social development as well as academic performance through joint study. Residents are advised not to abuse these privileges, as the College holds the right to revoke them at any time. Because students live by a variety of schedules, Maritime sets strict guidelines on guest visitation hours and policies on campus and in-residence halls. Residents will be held accountable for the behavior of their guests and must accompany their guest(s) at all times during their visit.

Paramount in the goals of a residential community is the right of all students to have an appropriate level of privacy and the opportunity to sleep and study in one's room without being disturbed by their roommate(s) or other people. All students pay

fees and monies associated with their residence and must respect the rights of others in this area. Because there are no single rooms or bathroom facilities for students, it is especially important that all students observe the rules and policies designed to safeguard each person's right to rest, quiet, and privacy.

**RESIDENT:** is defined as a person who has a **current** and signed SUNY Maritime Housing Contract (for that term), currently authorized to live on campus, and has officially checked-in and received their room key.

**GUEST:** is defined as a person who is not a resident of SUNY Maritime and who does not have a signed Housing Contract (for that term), and/or who has not officially checked-in and/or not received their room key.

**OVERNIGHT:** is defined as 10:01 p.m. to 8:00 a.m.

Guest visitation hours within the Residence Halls:

Sunday to Thursday 8:00 a.m. – 10:00 p.m.

Friday to Saturday 8:00 a.m. – 12:00 a.m.

Maritime College does NOT allow overnight guests in the Residence Halls. Any guest found in the residence halls during the overnight period is considered **loitering (i.e., S 240.35 New York Penal Code - Loiters or remains in or about school grounds, a college or University building or grounds.)**, and may be escorted off campus. Guests are NOT permitted in student rooms and must remain in the lobby or lounge areas. Families of SUNY Maritime students may visit the students' dorm rooms only to help them move items to or from the room.

From time-to-time, events on campus such as athletics may end late and extend past the visitation hours. In the event that this occurs, the guests must depart no later than 30 minutes following the completion of that sanctioned event. No student shall at any time allow any guest (including residents not assigned to that room) to sleep in their room for any reason.

There are no exceptions to these rules except as expressly made by the Dean of Students to facilitate a special program use.

Violations to this policy can and will result in disciplinary action up to and including removal from the Residence Halls and loss of ability to reside in housing. Guests may also be banned from the Residence Halls in the future. **This includes first offenses.**

Students who violate housing policy and are removed from the Residence Halls will forfeit all funds and fees for the remainder of that semester associated with housing and the possible ultimate consequence is not being allowed to attend classes due to the inability to reside in the residence halls as required by other Regimental regulations and policy. **Parents and students are urged to adhere to all aspects to avoid consequences, which would lead to loss of monies or other associated issues due to the loss of room occupancy.**

**SECTION 9: SAFETY**

**LOFT BED/BUNK SAFETY:** The Department of Residential Life recognizes the need for lofting beds to increase space availability and helps students personalize their room. Therefore, the DRL will allow students to convert beds into lofts or bunk beds upon assessment of need and approval by Residential Life staff member.

Students must adhere to the use of safety rails, ladders, bed placement, procedures for getting into and out of bed, and fire safety precautions if assigned or approved for a loft/bunk bed. Ladders, safety rails and/ or other specifically designated equipment help prevent students from rolling out of their beds and offer a safe way to get into or out of a bunk or loft bed. Students who decline to use the safety rails and or ladders assume the risk of injuries associated with noncompliance of the lofting policies.

Loft/Bunk beds may not impede exit from the room and may not interfere with the operation of sprinkler systems. All items (including the top of a bed) must be a minimum of 18 inches below any sprinkler head.

Students are not allowed to remove any college-owned furniture from their rooms due to lofting/bunking, and there is no storage available for extra furniture items.

**RESIDENCE HALL SECURITY AND DOOR ACCESS:** The safety and well-being of our students is paramount. To that end, we have installed new security measures in and around the Residence Halls. Only the **lobby doors** will be used for entrance and exit. Ladder well doors leading outside should only be used in emergencies or fire drills. Please heed the posted signs to prevent unnecessary disturbance to fellow residents.

The lobby doors will be open (no card access needed) from 7:00 A.M to 10: 00 P.M (M-F). A Maritime ID card will be required to gain access to the **lobby doors** outside the time listed above including the weekends. Please remember to keep your Maritime ID card with you at all times.

**EMERGENCY MAINTENANCE:** Guidelines have been established to be used for responding to after-hours emergency maintenance problems. When the maintenance office is closed, the night and weekend maintenance staff is authorized to respond to emergency situations only when contacted by the DRL staff. Such emergencies may result in charges when damage is the result of carelessness or deliberate. An emergency is defined as a situation which will cause or potentially cause physical harm to residents and/or physical damage to the building structure. The following list of situations should be reported immediately to the RA on duty or other acting DRL Staff:

- Heat problems
- No hot water
- No electricity
- Floods/leaks of any kind, clogged sewer lines (sinks, toilets, or showers)
- Being locked inside a room
- Locked out due to a broken lock or door

All other non-emergency maintenance requests can be directed to the RA on your specific floor.

**EVACUATION PROCEDURES:** Certain procedures have been established to prevent confusion and/or injury to residents in the event of a fire or other necessary evacuation. They are as follows:

It is the responsibility of all residents to be familiar with all posted evacuation information, maps, and procedures for the residence halls. This includes the location of all exits, fire extinguishers, and the Emergency Assembly Points (EAP) for each residence hall. Upon activation of the fire alarm, the facility should be vacated by all residents. State law requires that everyone immediately evacuates the building. **NO EXCEPTIONS.** University officials may enter rooms during fire alarms to ensure compliance with evacuation procedures. In case of a fire alarm, all students must evacuate to the Emergency Assembly Points as stated in the Guide to On Campus Living. Any student who does not evacuate the dorm during a fire alarm will face adjudication.

Residents should immediately report to the Emergency Assembly Point for their residence hall and move away from the building. They are assigned as follows:

#### **BUILDING**

1st Battalion (A & B)  
2nd Battalion (C & D)  
3rd Battalion (E & F)  
4th Battalion New Hall

#### **EMERGENCY ASSEMBLY POINT (EAP)**

Under the overhang of Heritage Hall  
Under the overhang of Heritage Hall  
Under the overhang of Heritage Hall  
Under the overhang of Heritage Hall

- In the event a fire is close to the EAP, students should assemble in the front of the Gym farthest from the fire.

- Residents are to remain at their EAP until the building is cleared by the University Police Department and Emergency Personnel. Residents will not be allowed to re-enter the premises until directed to do so by the University Police Department and/or Fire Department.
- Residents must comply with directions given by Residential Life staff, University Police, Emergency Personnel, and/or other College officials.
- Failing to abide by the evacuation procedures will be referred to the Conduct Office.

**EMERGENCY INCIDENTS/DISASTERS/WIDE-SPREAD DISRUPTION:** In times of extreme emergency, wide-spread disruption and/or life-threatening crisis, the DRL is authorized to institute measures/systems to protect and preserve the health, property, and wellbeing of our students, faculty, staff, as well as our neighboring communities. As a condition of remaining in on-campus housing, students are expected to comply with all procedures, systems, and measures formed to respond to emergency conditions. College officials have the right to enforce all measures of emergency response at any point to ensure the protection of lives, assets, and the environment. Failure to comply with these expectations during any emergency condition may result in student conduct action and/or removal from on-campus housing.

**FIRE SAFETY/DRILLS:** Each room and all public spaces within the residence halls are equipped with fire warning devices that are linked with the central fire alarm system. All are for the protection of the occupants. Tampering and/or interference with, as well as destruction or misuse of fire safety and fire prevention equipment is prohibited. This includes but is not limited to fire extinguishers, fire hoses, fire alarms, pull station, heat and smoke detectors, sprinklers, and exit signs. Other prohibited behavior or items include, but are not limited to:

- Falsely reporting a fire, bomb threat, serious injury, or any other emergency, or pulling a fire alarm when no fire is evident.
- Setting a fire, possessing, or using flammable or highly combustible materials.
- Failing to evacuate a building at the sound of a fire alarm or when directed by College UPD, FDFY, College Staff.
- Overloading outlets.
- Smoking in non-designated smoking areas.
- Unauthorized uses of appliances in residence halls.
- Blocking access to hallway, window, or suite exits.
- All appliances must be free from frays or defects in wiring. The use of gas, alcohol, or other flame-producing chemicals is prohibited. Charcoal fires or barbecues are prohibited indoors. Grills must be at least 25 feet from buildings.
- Please see prohibited items listed above.

College policy and New York State law require the College to conduct several fire drills in the Residence Hall each semester. It is a violation of both State law and College policy to remain in the building during a fire drill. Any time the alarm sounds, students and any guests must leave the building immediately, closing any doors behind them, and following the specified evacuation route. Failure to vacate the building when the fire alarm sounds is a violation of policy.

## **FIRE SAFETY POLICY**

1. All surge protectors/power strips must be UL-approved and **equipped with an external circuit breaker/resettable switch.**
2. Any student found using a prohibited extension cord will be immediately assessed a fine of \$100. Second offenses will result in a fine of \$200, followed by termination from Housing for a third offense.
3. \*Please note that prohibited extension cords found within the residence halls will be confiscated, and will **NOT** be returned to the student.
4. Candles found will not be returned and students will be assessed a fine of \$100

5. Due to the recent fire concerns surrounding hover boards, E-scooters and other electrical powered vehicles/ devices, the Office of Residential Life has chosen to prohibit the use and possession of these items within the residence halls.
6. **Tampering with ANY fire safety system, which includes covering or disabling smoke detectors, will result in immediate dismissal from Housing and potential dismissal from the College.**
7. An unannounced Health and Safety check will be conducted once a month to ensure compliance to our fire safety regulations

**OPEN FLAMES/BURNING EMBERS/SMOKING:** No open flames or burning embers are permitted within the College residence halls. This includes, but is not limited to, candles, incense, smoking, fireworks, and the burning of any materials or any action that may cause sparks. Smoking is prohibited within the residence halls and within 25' of any operable door or window. E-cigarettes are not banned from campus; **however, usages of e-cigarettes in rooms, common areas, bathrooms, or any other area of the residence halls are strictly prohibited.**

\*The Guide to Campus Housing is subject to change. \*