



STUDENT HOUSING GUIDE 2018-2019

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Fort Lewis College does not discriminate on the basis of race, age, color, religion, national origin, gender, disability, sexual orientation, gender identity, gender expression, political beliefs, or veteran status. Inquiries concerning Title VII, Title IX, Section 504, and Americans with Disabilities Act (ADA) may be referred to the Equal Opportunity Coordinator, Fort Lewis College, (970) 382-6977, or to the Office for Civil Rights, U.S. Department of Education, 1244 Speer Boulevard, Suite 310, Denver, CO 80204, (303) 844-5695.

GENERAL INFORMATION

Introduction

The Student Housing and Conference Services Office (“Student Housing Office”), located in Miller Student Services #240 is responsible for the management and program development of all Fort Lewis College residential facilities. On campus housing consists of seven residence halls and two apartment complexes. The Fort Lewis College Student Housing Program houses approximately forty percent of the student population.

A primary objective of campus housing is to provide students with a living and learning environment conducive to academic success and personal growth. Residents are expected to consider how their behavior will affect other residents in the hall or immediate area. Each resident is considered to be an adult and is expected to make adult decisions. The rules and procedures governing campus living reflect this philosophy. They are designed to enhance group living in an educational environment, enforced by warnings, individual consultations, educational sanctions and housing probation. Removal from the residential facility and termination of the Student Housing Contract (Housing Suspension/Removal) is used when it is determined that a student has made no effort to comply with the procedures stated in this guide or is engaged in behavior that is dangerous or disruptive to the education and comfort of other residents.

Eligibility for On Campus Housing

In keeping with the Fort Lewis College philosophy to ensure the best chance to achieve success, freshman students are **REQUIRED** to live on campus for the entire academic year unless they [meet the exceptions listed on the FLC Student Housing website](#). Any exception to this policy must be approved by an Associate Director for Student Housing.

Only persons enrolled in nine or more credit hours per term are **ELIGIBLE** to reside in the College residential facilities (including apartments). Requests for exceptions must be submitted to the housing office for review.

The College reserves the right to terminate an assignment if any of the following occur:

- a. The Occupant does not meet the eligibility requirement as stated above.
- b. It becomes apparent that the Occupant misrepresented facts on the Student Housing Application.
- c. The Occupant fails to pay rent or other bills when due, in which case the College may take possession of the dwelling unit within 24 hours after notice from Accounts Receivable that the account is delinquent. Please refer to the Housing Contract for further clarity.
- d. The Occupant is removed from on campus housing due to sanction (Housing Suspension/Removal). Please note

that Housing Suspension/Removal results in financial penalties as well. Occupants removed from residential facilities may also be suspended from the College.

Receipt of the Student Housing Contract does not guarantee that the student will be assigned an accommodation. Qualified students for whom there is not available space will be placed on a wait list and notified of their status. **THE STUDENT HOUSING CONTRACT IS FOR THE CONTRACTED STUDENT ONLY AND MAY NOT BE TRANSFERRED TO ANOTHER PARTY.**

Accessibility Procedures for Students with Disabilities

The Student Housing Program strives to provide service and information to students and visitors who may be physically disabled, or are unable to come to the Student Housing and Conference Services Office located on the second floor of the Miller Student Services Building, or any other residential facility without an elevator. Prior to visiting the campus, please call the Student Housing Office at (970) 247-7503, and set an appointment to meet with student housing staff at an agreed upon location. If already visiting campus, please feel free to call directly, use the phone on the first floor across from the stairs in Miller, or stop at another campus office and request that office personnel telephone ahead to the Student Housing Office, and student housing staff will meet you as arranged.

Fort Lewis College recognizes that individuals with disabilities may need reasonable accommodations, modifications, or auxiliary aids in order to have equal access to the programs and services offered. In keeping with our commitment to diversity, and in compliance with federal and state law, we provide reasonable accommodations in on-campus housing to students with qualified disabilities. Students who need accommodations are responsible for requesting these services from and for meeting with the Disabilities Services Office. Students are encouraged to note the desired accommodation on their Housing Application, and to complete their application and the intake process with Disability Services as early as possible (recommended by May 1st for Fall term move-in and October 1st for Spring term move-in). Disability Services will inform Student Housing of the relevant approved accommodations. Examples of accommodations in campus housing include, but are not limited to:

- Rooms/bathrooms modified for mobility impairments.
- Rooms equipped with fire alarm strobes or additional devices for hearing impairments.
- Specific room assignments based on the specific needs.
- Approval for animals or individuals providing personal care or assistance to be in the buildings.

For further information, please contact the Student Housing Office, (970) 247-7503. Inquiries concerning Title VII, Title IX, Section 504 and Americans with Disabilities Act (ADA) may be referred to the Disability Services Office, Fort Lewis College, (970) 247-7459, or to the Office of Civil Rights, U.S. Department of Education, 1244 Speer Blvd., Suite 310, Denver, Colorado 80204, (303) 844-5695. Email: OCR.Denver@ed.gov

Student Housing Definitions

Residence Directors

The Residence Director (RD) is a full-time professional responsible for the supervision of resident students and their development. The Residence Director and student staff are important to the student's success in adjusting to collegiate community living. They are responsible for the implementation of Student Housing and College policies. This includes the enforcement of those policies, as well as the care and protection of the residential facilities and students.

Resident Assistants

Each hallway in the residence halls and cluster of apartment units has a Resident Assistant (RA). They are assigned to live with or alongside their residents. This is a student trained to help students to get the most out of their on campus living experience and to act as a resource and liaison to the Student Housing Office.

Residents

All students living in on campus residential facilities are considered to be residents.

Occupants

Residents who have signed a Student Housing Contract for a specific accommodation on campus are considered to be occupants of the assigned accommodation.

Central Office Staff

The Central Office staff located in Miller Student Services # 240 consists of two Associate Directors, one Assistant Director for Facilities, one Assistant Director for Conference Services, one Coordinator of Operations, one Administrative Assistant, one Office Manager, and an Accountant.

Student Housing Activity Fee

Each student living on campus is assessed \$15 for the Student Housing Activity Fee. This fee is assessed each term and is included in the room charges. It is non-refundable. This fee is to improve the residence hall community through programming and hall purchases.

STUDENT HOUSING OCCUPANCY PROCEDURES

Applying for Campus Housing

Rooms and/or apartments in the campus residence halls are reserved on a space-available basis upon receipt of an application form, signed Student Housing Contract, and payment of the \$150 housing deposit. The housing deposit will remain active as long as the student continues as a residential student. To continue as a residential student for the next academic year, students must submit an application to the Student Housing Office during the re-application period, starting in the Spring term preceding the academic year for which the student is applying. Students will sign a Student Housing Contract for each succeeding academic year/summer term that they are assigned campus accommodations.

Student Housing Contract Information

The Student Housing Contract is a legal document. **The Occupant's electronic or written acceptance indicates an understanding and acceptance of ALL of the terms and conditions stated therein.** For convenience and information, the terms and conditions of occupancy are outlined in this portion of the *Student Housing Guide*.

It is understood and agreed that the Student Housing Contract grants only the authority to use the assigned Unit for residential purposes of the Occupant in accordance with such standards and regulations as may be promulgated by the College. The Occupant is prohibited from allowing additional persons to live in the Unit; altering or changing the Unit in any way; removing furniture, equipment or fixtures; or to using the Unit to operate a business (Refer to Subletting Room Apartment section, on page 12.)

Food Service Charges and Refunds

All students living in a Residence Hall are required to have a meal plan. Students living in the Centennial and Mears apartment complexes are not required to have a meal plan. **Students who live in a residence hall may alter their meal plan; however, canceling the meal plan is not an option.** Students living in the residence halls may choose a meal plan with 19, 14, or 10 meals a week. Students may alter their meal plan by using WebOPUS via TheFort until Census Date for each term (refer to the [Academic Calendar](#) for the specific date; it is generally two weeks into the new term). Meal plans may be added anytime during the term and will be pro-rated accordingly.

Refund of meal plan charges, upon receipt of appropriately approved withdrawal notices for reasons other than a disciplinary sanction, will be calculated according to the schedule found in the current Fort Lewis College Tuition and Fee Schedule.

Contact the SkyCard Office at (970) 247-7504 for any meal plan related questions or requests.

Assignment of Accommodations

Subject to the availability of space, the College will assign accommodations according to student requests, and in accordance with established guidelines as outlined herein, but the College does not guarantee assignment to a particular building, type of accommodation, nor with a specific roommate. The College reserves the right to assign or reassign space for the benefit of the College, an individual student, or living unit. The College practices non-discriminatory procedures with respect to making assignments and will not entertain requests that are based on bias or prejudice toward a group of people. Assignment priority is based upon the date of receipt of the Student Housing Application, Student Housing Contract and the required \$150 housing deposit.

When necessary, Occupants who, for a variety of reasons, are without a roommate in a double occupancy room may be required to move to another room to consolidate unassigned space. These students may also be eligible for the option of "buying out" unassigned space in their assigned room at additional cost.

Occupants residing in a room/apartment modified for various disabilities may be required to change rooms in the event another resident is in need of such accommodations.

Assignments grant the use of one closet/wardrobe, bed, and desk.

Private Room Accommodations

When space is available, students may occupy a double room as a private (single) accommodation by making an application for a single room buy-out with the Student Housing Office and paying the private room rate as established by Fort Lewis College. Any student occupying a room without a roommate, at any time may be subject to the private room billing and/or relocation of assignment. Students living in a double room without a roommate, are expected to maintain the room to be ready for a roommate, and only use half of the room.

Room Changes and Consolidation

It is understood and agreed between the College and Occupant that the College reserves the right to move residents from one unit to another for best utilization of the facilities at the discretion of the Student Housing Office. For example, when a student is assigned to the one-bedroom apartment option and becomes the only Occupant in a unit that normally accommodates two people, that student will be requested to move to another room in the same complex or to other facilities. If the student chooses not to move and there is available space, a single room charge will be computed at the rate

established by the Student Housing Office. However, should a room change request from one unit to another be initiated by the Occupant, upon final approval by the Student Housing Office, a room change fee of \$40.00 will be assessed. The room change fee is waived for requests made during a resident's first two weeks on campus. To best accommodate as many requests as possible, no room change moves are granted during the first two weeks of the term, but requests are welcome.

Student Housing Application Cancellation

Cancellations made prior to move-in and made in **writing through [the online form](#), or through your FLC email account (cancellations will not be taken by phone)** to the Student Housing Office will incur the penalties described below. Incoming first-time freshmen who are attending Fort Lewis College are required to live on campus for the entire academic year. **For Fall term:** Cancellations received on or before July 15th will forfeit \$25 of the deposit. Those received after July 15th and on or before August 15th will forfeit the entire deposit. After August 15th, applicants canceling will forfeit the entire deposit and incur a \$250 late cancellation penalty. **For Spring term:** Cancellations received on or before December 1st will forfeit \$25 of the deposit. Those received after December 1st and on or before January 1st will forfeit the entire deposit. After January 1st, applicants canceling will forfeit the entire deposit and incur a \$250 late cancellation penalty. **For Summer term:** Cancellations made on or before April 1st will forfeit \$25 of the deposit. Those made after April 1st will forfeit the entire deposit. Please refer to the sections titled "Check-Out Procedures" and "Student Housing Contract Termination by Occupant" for information pertaining to cancellations occurring after occupancy has commenced.

Check-In Procedures

The Occupant may move into the assigned unit on the date specified in the placement notification letter. One key and/or access plan card is issued to each Occupant of the assigned unit. Acceptance of the key or activation of card access constitutes "occupancy" by the resident. The Occupant will be required to complete and sign a check-in form and should carefully inspect the residence hall room or apartment. Repairs needed, damages, missing items, and the general condition of the unit are to be recorded by the Occupant and a College official before the check-in form is signed. The signed check-in form establishes acceptance of the unit's condition as described on the check-in form, and is used to determine damage assessment when the student moves from the unit.

Fort Lewis College Student Housing check-in and move-in is an official event of the College, open only to students with housing assignments, their personal helpers, Fort Lewis College employees, and other individuals sponsored through a Fort Lewis College department and specifically invited to assist or participate during move-in.

For questions, please contact an Associate Director for Student Housing.

Contract Termination by College

Please see Housing Suspension/Removal section.

Contract Termination by Occupant

First-time freshmen are not eligible for mid-year termination of the Student Housing Contract. The Housing Contract may be terminated, according to the schedule found in the current Fort Lewis College Tuition and Fee Schedule if the Occupant officially withdraws from College and the Records Office confirms the withdrawal. Student Housing Contracts that begin with the Fall term are in effect for the Fall and Spring terms. Requests for mid-year termination by non-freshmen must be received by December 1st of the relevant academic year in order to be eligible for partial deposit refund. Occupants enrolled in nine or more credit hours for the Spring term who request and are granted a mid-year termination will be assessed an \$850 penalty. **Absolutely no mid-year contract termination requests will be approved after December 15th** and the original terms of the academic year-long contract will remain in effect. See the summer housing contract for terms of termination by a summer occupant.

Graduating or Withdrawing at End of Fall Term

Residents graduating or withdrawing from Fort Lewis College at the end of any term must vacate their residence on or prior to the last calendar date of that particular term. Students must cancel in writing by **December 1st** of the relevant Academic year, if graduating or withdrawing during or at the end of the Fall term. Cancellations received after the due date will result in forfeiture of the housing deposit, and/or additional charges.

Holiday and Break Closings

Fort Lewis College residence halls are **closed** during official vacation periods (Thanksgiving, Winter break, and Spring break) and regular room and board charges do not apply. Specific dates the residence halls will be closed during the contracted period, are posted on the website: [Housing Calendar](#).

Temporary accommodations during break periods may be offered to students residing in the residence halls at an additional fee (contact the main student housing office for more information). Residents residing in apartment style accommodations will be permitted to remain in their units throughout the academic year with authorization from the Student Housing Office.

Dining facilities are closed during vacation periods, and no meals are served. Generally, a snack bar is open for limited hours during break periods and hours posted.

In order to facilitate snowplowing and monitoring safety, vehicles left on campus must be parked in the designated

lots only during Thanksgiving, Winter and Spring breaks. Vehicles in other lots may be towed at the owner's expense.

Prior to departing for the Winter break (December), ALL campus residents are required to clean their living units. Housing staff will assess the cleaning upon the student's departure.

Check-Out Procedures (for withdrawals, suspensions, or end of term)

The Student Housing Contract is for the full Academic Year (eight months). Students withdrawing from school, or not returning to the College for the Spring term, must cancel the Spring portion of their contract in the Student Housing office in Miller 240. Once a cancellation is confirmed, the student must formally check-out with the student housing staff at the end of the term. Housing charges may be applied to a student's account for the Spring term if Student Housing is not notified of the cancellation. *Residents uncertain about returning to Fort Lewis College for the Spring term are advised to take their personal belongings home with them at the end of the Fall term and check out of their accommodations.*

- At least 24 hours prior to the time you are ready to move out, make an appointment to check out by *signing up* with a staff member. This is essential during final exams. Residents are expected to vacate within 24 hours of their last final examination.
- Remove all possessions.
- Leave your room or apartment clean. The staff members will hold a hall meeting to discuss check-out procedures and provide printed instructions for cleaning.
- Have staff member inspect your room. Confirm with the staff member any damage that was present when you moved in.
- Turn in key, if applicable.
- Sign the check-out form. Signature of the Occupant on the check-out form confirms the review of damages and/or cleaning fees to be charged to the Occupant identified during the check-out. Student Housing staff will evaluate your room after you vacate and make a final assessment of charges. The Occupant is responsible for any damages and/or cleaning fees
- Students canceling mid-semester, are allotted 48 hours to vacate.

Failure to properly check out will result in a \$100 fee. \$15 per half hour will be charged to students who check out after their scheduled time. Failure to sign up for a checkout time 24 hours in advance will incur a \$20 fee.

Room Charges Upon Withdrawal

Approved non-disciplinary room or apartment charges will be based on the following schedule: For Fall and Spring semesters, beginning with the first week and before the end of the ninth week, charges are assessed according to the schedule found in the current [Fort College Tuition and Fee Refund Policy](#). Beginning with the tenth week, full charges are assessed. The Student Housing Activity Fee and housing deposit are not refundable for mid-term withdraws.

HOUSING SUSPENSIONS/REMOVALS shall result in FORFEITURE of housing deposits and payments made or due under the Student Housing Contract and may result in additional charges. Housing Suspensions/Removals occurring on or after December 1st of the Fall term shall result in CONTINUED FINANCIAL RESPONSIBILITY for the Spring term portion of the Student Housing Contract.

Summer Student Housing

Students are eligible for summer housing if they are registered for summer OR fall session classes. Residents with an active housing deposit need only to submit a summer application. New residents applying for summer housing must fill out an application and provide a \$150 housing deposit. Please see the Summer Student Housing Contract for deadlines and penalties associated with cancelling a summer housing application.

FAMILY HOUSING

Applying to Family Housing

Students with families are eligible to apply for a family housing apartment, located in the Centennial Apartment complex. Dating couples with no children are not eligible for family housing. Billing for these units is per *apartment* per semester, rather than per *student/occupant* per semester. Assignments are made in order of when applications are received and priority is given to students with family members living with the student full time. Birth certificates, guardianship/custody decrees, marriage certificates and/or other documentation will be required when applying. When assigned to family housing, the contracted student is responsible for notifying the Student Housing Office of any changes to the occupant list for their apartment and updating documentation.

All family members living in the apartment and guests/visitors are subject to all College and housing policies. Violations of policies by any family member, guest, or visitor can jeopardize the status of the housing contract and the contracted student may face sanctions from the College up to and including housing

removal/suspension for the entire family. Any relevant charges and fees will be added to the student's account.

It is expected that children are properly supervised and cared for at all times in a manner commensurate with their ages and developmental needs. Children under 12 years of age are not permitted to provide direct care and supervision for children less than 5 years of age. Children under the age of 12 are not eligible to have apartment keys. Should child neglect occur, the contracted student may face college sanction in addition to reports made to external authorities.

CAMPUS LIVING AND FACILITIES

Animals on Campus

The ownership, care or boarding of pets in or around Fort Lewis College residential facilities (residence halls/apartments) is strictly prohibited at all times. The only exception is fish in a 10-gallon or less aquarium. Pets are prohibited out of a concern for severe allergies of other residents, for cleanliness and health/safety matters as well as for an animal's welfare, as the residence hall setting is generally not conducive to proper pet care. Residents found to be in violation of this pet policy are subject to termination of the Student Housing Contract. For assistance animal regulations, please refer inquiries to [Disability Services](#).

Bicycles

Bicycle storage is limited to inside a resident's suite, room or apartment OR to bicycle racks provided outside each residential facility. Bicycles secured to buildings, trees, lamp posts, railings, or other features are subject to confiscation.

Keys and Locks

Students are issued a key or swipe card access when checked into their assigned living space. Either a key or swipe card access to open the exterior door of the respective residence hall is also issued. If a key or swipe card is lost, regardless of situation and location, notify the appropriate Residence Director. For a lost swipe card, also notify SkyCard Services at (970) 247-7504 or [Skycard on-line](#). A temporary replacement can be obtained from the Residence Director. If the lost key is not located or the temporary replacement key is not returned to the Residence Director within 48 hours (or less, depending on specific circumstances), an automatic charge will be assessed for each lock change. The fee for changing a room/apartment lock in all residential facilities is \$50.00. Students should keep their keys and swipe cards secure at all times. Keys and swipe cards may not be given to friends or family members. The making of duplicate keys or changing of locks (by anyone other than College personnel) is strictly prohibited for maximum

security of all residents. Residents not returning College issued keys, making duplicate keys, or altering locking hardware will be charged for a lock change and potentially face additional discipline. Residents who have not lost their key(s) and are simply locked out will be admitted to the unit by contacting a staff member and will be assessed a \$25.00 fee (some exceptions apply). Replacement ID cards and fees are issued by the SkyCard Office.

Laundry Facilities

All on campus residential facilities have coin operated and card swipe operated washers and dryers located in the designated laundry rooms. Fort Lewis College is not responsible for any lost, stolen or damaged items as a result of laundry facility use. Contact the laundry service vendor at the number posted in the laundry room for lost money or other maintenance issues.

Lofts

Loft kits for Camp, Crofton, Escalante, Cooper, Animas, West, and the Bader / Snyders may be requested through respective building staff. All loft kits will be provided on an "as-available" basis. The College begins to take requests on Fall Check-In day, first-come, first-serve. Students who have a loft kit installed in their room will be billed \$25.00 to their student account. Safety rails are available as part of the loft kits for an extra \$5. Housing staff will assist with lofting or un-lofting residents' beds. Lofts are currently not available for Centennial or Mears Apartments. Residents are not permitted to construct lofts or obtain them from other sources. Residents may also request bunkable beds kits if lofts are not available. All existing furniture must remain present in the assigned room after lofting or bunking.

Mail

The campus Post Office is located in the north end of the Student Union, directly across from Noble Hall. All on-campus residents are assigned a post office box and a combination by the Post Office. Students should inquire at the campus Post Office for combination information.

To ensure prompt delivery (USPS, UPS, and FedEx) students should inform correspondents of their mailing address:

Student Name
FLC (4 digit mailbox number)
1000 Rim Drive
Durango, CO 81301-3999

It is the responsibility of the student to inform the Post Office and Records Office of a change of address. Tampering with mail or mailboxes is prohibited.

The College accepts no responsibility for anything shipped directly to the general campus address. Items sent by UPS/FedEx are received at the Fort Lewis College Central Stores Shipping and Receiving Office. Items may be sent to new students; however, we suggest not before two weeks prior to arrival on campus. Items not retrieved by the student will be returned to sender after 30 days.

Maintenance of Student Housing Facilities and Equipment

General/routine maintenance, incidental repair, pest extermination, furniture maintenance, special cleaning and light bulb replacement in residents' rooms or apartments should be requested through the Resident Assistant (RA), Residence Director (RD) or apartment office staff (not the Physical Plant). Emergency maintenance is reserved for problems that cannot wait overnight. Emergency maintenance requests are reported at the discretion of residence hall/apartment staff. If repairs are not attended to, please notify the residence hall/apartment staff.

Parking and Traffic

All motor vehicles parked on campus must possess a valid parking permit. Failure to possess and properly display a valid parking permit will result in fines. Parking permits may be obtained through the Campus Police, Cashier's Office or the Information Desk. Parking or driving on the grass or sidewalk is prohibited. Parking permits may be revoked temporarily or permanently for abuse of driving privileges on campus, such as a DUI.

Snow removal efforts on campus are prioritized in order of impact to safety and access. When an entire lot needs to be cleared, students will be notified to move vehicles to alternate lots. It is expected that parked bicycles are not obstructing sidewalks or under eaves where snow falls from roofs. The College assumes no liability for damage to personal property in such pathways or in parking lots where snow removal notices have been announced.

Pest Control and Prevention

Preventative pest control treatments of all residential buildings are conducted on a routine basis. Residents are expected to maintain cleanliness and store food with pest prevention in mind. Residents who experience an infestation, including rodents, insects, and/or other pest, are required to report the infestation to an RA, RD or the Student Housing Office in a timely manner. With respect to bed bugs specifically, timely reporting is essential. Bed bugs are not caused by the lack of cleanliness and can affect everyone equally. The affected residents will be required to follow specific instructions in addition to the protocols followed by the licensed and trained professionals that will be brought in to conduct the remediation. These protocols and instructions are in place to prevent further infestation.

Phones

Student rooms/suites/apartments are equipped with the option for a hard-wired phone line and voicemail. Students may bring their own phone or request to check one out (at no additional fee) by inquiring with housing staff. To dial on campus numbers, dial the last four digits. To dial off-campus, dial 9 before dialing the rest of the number. Students are not allowed to receive collect calls or make long distance calls charged to any campus phone at Fort Lewis College. Students may make long distance calls by using either a long distance calling card or by reversing the charges. Violation of this policy will result in criminal prosecution. Voicemail may be accessed by calling #7690 and entering your access code. Voicemail boxes will be cleared and reset before the beginning of each term. Telephones are the property of Fort Lewis College; any damage or loss will be charged directly to the Occupant(s). Residents using College phones are responsible for returning them at check-out.

Posting and Decoration

Common/Public Areas: Only items marked as approved and/or created by Student Housing professional staff or their designees may be posted in common/public areas of residential buildings, including on bulletin boards, in lobbies, exterior room doors, in hallways and on the exterior of buildings. Destroying, altering or damaging approved posted materials is prohibited.

Individual Living Space: Residents may decorate their individual living spaces in compliance with relevant College policies including, but not limited to, Roommate Agreements, Fire Safety regulations, the Campus Posting Policy, the Equal Opportunity and Affirmative Action policy, the Discriminatory Harassment Policy, and the Sexual Misconduct Policy. College staff reserve the right to ask students to remove any decorations or postings from walls, doors, windows, floors, furniture, etc.

Property Loss and Liability to Individuals

The College shall accept no responsibility for the damage, theft, or loss of money or other personal effects of students or visitors. It is understood and agreed that the resident will assume all risk and/or liability to the resident's self, guests, invitees, or persons entering upon the premises for the purposes of communicating or transacting business with the resident, or being a guest of the resident. The resident further agrees to save and hold Fort Lewis College harmless from any liability, charge, or cost incurred by the resident, guests, invitees, or persons entering upon the premises for the purposes of communicating or transacting business with the resident, or being a guest of the resident. It is further understood and agreed that the resident shall notify and expect any guests or invitees to comply with all the standards and regulations of Fort Lewis College.

Fort Lewis College shall exercise appropriate care and judgment in the operation of the accommodations, but shall not be held liable or responsible in any way for the injury to any person, or for loss or damage of the property of the resident or guest or other person from any cause whatsoever.

Occupants are encouraged to carry private insurance for protection from such liability, fire, theft, and personal injury.

Any property of the resident shall be removed from the premises upon vacating. In the event such property is not removed from the premises within 30 days, Fort Lewis College may dispose of same at its discretion, without any liability to the College. The resident shall pay for all costs of removal of such property.

Room Access

Student Housing staff generally will not enter a resident's room/apartment unless accompanied by the resident, or a second authorized College representative. However, the College reserves the right to enter any resident's room/apartment for the purpose of inspection or when an authorized College official has reason to believe that conditions, which include, but are not limited to, the following may exist:

- An Occupant of the dwelling unit may be physically harmed or endangered.
- Significant damage is being done to College property.
- There has been a violation of the provisions of the Student Housing Contract, the Student Housing Guide, or there is prior written notice for operation and administration of residence halls and apartments of Fort Lewis College.
- To complete maintenance and/or repairs.
- **Facility Checks:** Staff will conduct periodic maintenance and safety check.
- **Occupancy Verification Checks:** Student housing staff will check each room or apartment to verify occupancy as necessary.
- A request for maintenance repairs submitted to the appropriate College official automatically authorizes entrance to a dwelling unit to perform requested repairs even when the resident is not present. Appointments are not made; however a written notice will be left to inform the resident of the entrance to the dwelling.

Safety

For any emergencies on campus, please dial 911 from campus phones.

On behalf of the on-site housing personnel, Campus Police Officers have an open invitation to patrol the residence halls and apartment communities, as well as the entire campus. They work in conjunction with the Student

Housing staff and local agencies to provide the safest campus atmosphere possible. Students are encouraged to familiarize themselves with the Blue Light emergency phones on campus, which connect directly with 911 dispatch when activated. All students are encouraged to register for [Skyhawk Alert](#), the FLC emergency notification system. Register your contact information online with the [Skyhawk Alert](#) program to receive safety related information and notices regarding school closures. If classes are canceled due to heavy snow, for example, essential services for campus residents remain operational, such as Dining Services, Campus Police and others.

Safety: Shelter in Place

In certain circumstances, including but not limited to as an active shooter on campus and some severe weather occurrences, safety measures may include sheltering in place.

- STAY in the room/classroom/designated location.
- CLOSE and lock all doors and windows. If no locks, place heavy objects in front of them to impede entry.
- MOVE to the safest place in the room.
- Immediately COMPLY with directions from safety personnel.

Smudging

Traditional smudging with sage, sweet grass or cedar is allowed for religious/spiritual purposes. Due to fire and safety protocols, contact your Residence Director before the ceremony occurs.

Storage

No space is available for the storing the College-issued furnishings from student rooms, nor students' personal belongings during the term. Students are asked to bring their belongings in containers that can be stored in the students' rooms. Personal belongings may not remain in the building when the student has no contract with Student Housing to live on campus. Any items left beyond 30 days will be disposed of by the College. Summer storage for students presently living in the residential facilities is not available.

Trash Pick-Up

Students will take personal trash to the large trash receptacles are located outside of residential facilities. Do not leave trash outdoors next to the buildings or inside the hallways/breezeways, as this attracts animals and insects and can be a general safety hazard.

Any trash left in hallways/breezeways (or in rooms during scheduled closings) will be removed and a fee will be assessed to the resident.

Windows and Window Accessories

Window screens and window coverings in residence halls and apartments are not to be removed or tampered with

for any reason. Removal of screens contributes to the damage of the screen itself. It also contributes to a reduction in security, insect problems and other related problems. If a student removes or damages a screen, the fine is \$55. Occupants may be held liable for any and all damage to screen/window coverings. Students on the first floors of the Centennial Apartments and some residence halls, and students in all Mears Apartments are provided with a window stick that should remain on the window sill. If there is not a window stick in your assigned space upon arrival, please contact your Residence Director.

RESIDENCE HALL POLICIES AND BEHAVIORAL EXPECTATIONS

The Occupant must know and comply with all policies, standards and regulations as contained in official Fort Lewis College publications and websites, and to ensure that their guests comply with such policies, standards and regulations. Ignorance of policies will not excuse a violation. All Fort Lewis College students present in a residential area while a policy violation occurs may be subject to adjudication under this Guide. The student is subject to sanction by failing to adhere to these standards and regulations. The sanctions could include termination of the Student Housing Contract/removal from campus housing, restriction from campus housing, or suspension from the College.

Alcohol

Possession or consumption of alcohol and alcohol intoxication while under the age of 21 is prohibited by Fort Lewis College in accordance with local and State laws, regardless of where the alcohol is consumed. Concerning behavior (noise, destruction, belligerence, etc.) resulting from public intoxication is prohibited for all ages on campus.

Open containers of alcohol are prohibited. Pursuant to the Code of Ordinances for the City of Durango, "it shall be unlawful for any persons in the city to carry or have any open containers of malt, vinous or spirituous liquors or fermented malt beverages on any street, sidewalk, alley, parking lot, or other public place in the city, or in any motor vehicle in the city or on the grounds of any public or private school, college or university in the city." These public places include the campus sidewalks, campus parking lots, other campus grounds, laundry rooms, residential lounges and residence hall corridors. An open container is any container that has been opened, and liquor is still in it. Putting the cap back on or covering the hole in any manner does not alter the fact that the container has been opened.

The use or possession of beer kegs of any type, including party balls (full or empty), or beer bong devices is prohibited in all Fort Lewis College rooms, apartments or

residential facilities property. This applies to all occupants. Violation of this policy will result in HOUSING SUSPENSION/REMOVAL.

The sale of alcohol is prohibited in residence halls and campus-operated apartment complexes. Alcohol furnished with the price of admission constitutes a sale, whether the charge is made at the event or after the event is immaterial. Residence Hall/Apartment activity funds may not be used to purchase alcoholic beverages.

Any circumstance that facilitates or encourages binge drinking is prohibited.

Student Housing staff will require any alcohol involved in a policy violation to be disposed of immediately.

Alcohol Policies Specific to Campus Residence Halls

The consumption of alcoholic beverages is prohibited in all Fort Lewis College residence halls at all times, regardless of age. Fort Lewis College residence halls include Animas, Bader/Snyder Halls, Camp, Cooper, Crofton Escalante, and West. The possession and/or display of empty alcohol bottles, cases, or other paraphernalia (shot glasses, beer bong, etc.) is not allowed.

Alcohol Policies Specific to Campus Apartment Complexes

Apartment complexes (Mears and Centennial) are subject to the following:

- Individuals under 21 may not possess or consume alcohol, or be intoxicated;
- Individuals over 21 may consume alcohol in their apartments. Alcohol may not be consumed in any public place, including walkways, balconies, lounges and halls.

All students are expected to comply with Fort Lewis College regulations and policies, as well as with Colorado State and local (City of Durango) laws, regarding the consumption of alcoholic beverages. Alcohol-related disruptive behavior is unacceptable in Fort Lewis College residential facilities. Residents are reminded that they are held responsible and accountable for their behavior and the behavior of their guests. Host responsibilities include:

- Ensuring that minors are NOT served or allowed to consume alcoholic beverages or to be present in the room/apartment of the host.
- Understanding that, they are responsible, and perhaps liable, for the safety and wellbeing of the guests.
- The host must make certain to observe published courtesy/quiet hour standards.

Cleanliness of Room

Students are expected, for health and safety reasons, to keep rooms clean, as defined by student housing staff. Residents not complying with standards will be expected

to clean the room to standard when requested. If student does not comply, they will face disciplinary action.

Food may be kept in residence hall rooms and must be properly contained in closed metal or plastic containers. Students are expected to dispose of food waste properly and may be assessed charges for clogged sinks where food items are put in the sink.

Student housing staff will assess cleanliness and safety during monthly facility inspections and at the end of Spring term. Prior to departing for all breaks. ALL campus residents are required to clean their living units.

Damage/Vandalism to College Property

Each residence hall room, suite and apartment is furnished, as are lounges. All furniture has been inventoried. All items must stay within the room, suite, apartment, or lounge; and they are not to be traded or placed in any other area. Violation of this policy could result in sanction and the student responsible will be charged the cost of moving or replacing the furniture.

The student is liable for any damage or excessive cleaning needs that they or their guests cause to the residence hall room/suite/apartment and its content, and agrees to pay for restoration of property to its original condition. Reasonable wear and tear is expected and will be defined by the Student Housing Office and Physical Plant Services.

An assessment for damage to common areas (i.e., corridors, breezeways, community baths, laundry, vending and lounge areas) is levied against all Occupants of a unit, floor, hall, or complex when no individual responsibility for damage has been determined. The responsibility for determining the cost of damages and assessing charges is solely that of Fort Lewis College.

The student may not repair damages to College or Vendor property. If this happens, students are charged to restore property to its original condition.

The following additions and/or alterations to residence hall/apartment facilities are prohibited:

- Nails driven into walls in the residence hall.
- Waterbeds (all types) are prohibited in all Fort Lewis College facilities.
- Dartboards are strictly prohibited in residents' rooms.
- Lofts, except for those issued by the College. Contact the Residence Director or the Assistant Director for Facilities for more information.

Students or their guests causing damage to Fort Lewis College property or not exercising proper care and cleanliness are subject to damage and/or cleaning fees.

Drugs

The use, possession, or distribution of illegal drugs or drug paraphernalia; unlawful use, possession, or distribution of controlled substances; alteration of a drug prescription; or inappropriate behavior resulting from the use of drugs or other substances is prohibited at all times on the Fort Lewis College campus and at any sanctioned college activity whether on or off campus. All persons present during a drug violation will be subject to sanction and could result in suspension from the College.

Marijuana

Possession or use of all forms of marijuana, THC containing substances, including medical marijuana and marijuana paraphernalia, anywhere on the Fort Lewis College property, is a violation of campus policy, regardless of age. Marijuana smoke or odor ARE sufficient evidence for sanction. Student Housing staff will require any form of marijuana involved in a policy violation within campus housing facilities to be disposed of immediately. All persons present during a marijuana violation will be subject to sanction and could result in suspension from the College.

Firearms and Dangerous Weapons

The full campus-wide weapons policy can be found at: [FLC Weapons Policy](#).

As stated in the FLC Weapons Policy, "...the possession of firearms, explosive or incendiary devices, or other weapons on the Fort Lewis College campus is prohibited. This prohibition shall extend to all grounds and buildings on the Fort Lewis College campus... Weapons include, but are not limited to the following: firearms of any size or type of construction and ammunition; gas or air guns, including BB, pellet and paint ball guns; bows and arrows, and cross-bows; blackjacks, bludgeons, batons, nunchaku, throwing stars, and metallic knuckles; swords, pikes, lances and spears; any knife with a blade over 3.5 inches in length, including hunting and fishing knives; ballistic, gravity and switchblade knives, regardless of the length of the blade; fireworks, gunpowder, or explosive substances; and any harmless object designed to look convincingly like a firearm, explosive or incendiary device, or other weapon."

The only exception to the weapons policy are kitchen knives, which are permitted only in Mears and Centennial apartments. Any item that is used as a weapon will result in disciplinary action.

Toy guns (including air soft guns and water guns) and fireworks are prohibited in residential buildings and on campus grounds, per the Weapons Policy. Aerosol chemical weapons (e.g. mace) are prohibited in residential buildings as well. **Violation of this policy will result in**

HOUSING SUSPENSION/REMOVAL and possible suspension from the College.

Noise, Courtesy, and Quiet Hours

Residents are expected to respect the rights of others and to exercise self-discipline and good judgment (such as keeping stereos at a reasonable level). Common courtesy is expected of each resident 24 hours a day. Minimum quiet hours are:

Sunday - Thursday: 9PM-8AM
Friday - Saturday: 11PM-9AM

Each community may agree to extend quiet hours beyond the minimum by a reasonable amount of time which will then be posted in the building with approval from the Hall Council and Residence Director.

Quiet hours provide each resident with an environment conducive to studying and sleeping. Quiet hours have the potential to improve overall grade point averages of the residents in the Student Housing Program.

The use of amplified musical instruments or drum sets in any residential facility is prohibited, as is the disruptive use of audio equipment. When playing audio equipment in or around any residential facility, the resident is expected to be considerate of others.

Responsibility of Resident for Guest

The Occupant of the room/apartment is responsible for ensuring that their guests comply with all policies, standards and regulations. It is understood and agreed that the resident assumes all risk and/or liability to resident's self, guests, invitees, or persons entering the resident's room/apartment for the purpose of transacting business (a person delivering goods or providing a service) with the resident- or being a guest of the resident.

All family members living in the apartment and guests/visitors are subject to all college and housing policies. Violations of policies by any family member, guest, or visitor can jeopardize the status of the housing contract and the contracted student may face sanctions from the College up to and including housing removal/suspension for the entire family. Any relevant charges and fees will be added to the student's account.

Guest Registration

To promote resident safety and personal comfort levels, all overnight guests who are not residents of the facility must be registered with the appropriate Resident Assistant (RA) or Residence Director (RD); **roommate approval is also necessary**. Registration forms may be obtained from the appropriate RA or RD. Overnight guests are typically permitted Thursday through Sunday nights. No guest may stay longer than three consecutive nights. During the last two weeks of each term, in preparation for and during the

final exams, overnight guests who are not enrolled Fort Lewis College students are not permitted.

Smoking

All Fort Lewis College residence halls and apartments are SMOKE-FREE facilities. The use of tobacco, cigars, pipes, personal vaporizer devices, e-cigarettes or hookahs is strictly prohibited at all times in the Fort Lewis College residential facilities. Smoking is permitted ONLY in designated smoking areas on campus. This does not include marijuana, which is not allowed in any form anywhere on campus. Smokers are to use receptacles provided in the designated smoking areas for their waste and are prohibited from littering the campus. Ask a Residence Director where the nearest designated smoking area is located.

In case of fire restrictions, smoking may not be allowed on campus.

Sports Activities Indoors

The playing of sport activities indoors, including horseplay, is prohibited due to the likelihood of personal injury, property damage, and noise.

Subletting Room or Apartment

Under no circumstances may the resident sublet their room/apartment to another individual. Residence hall rooms or apartments are to be occupied by persons holding current, signed Student Housing Contracts only. See Family Housing section for who may occupy family units.

Unapproved Animals

With the exception of fish contained in a 10 gallon aquarium, and animals approved through Disability Services no animals are allowed in campus residence halls/campus apartments. For assistance animal regulations, please refer inquiries to [Disability Services](#).

Theft and Vandalism

Any theft, vandalism or damage to property should be reported immediately to Police by dialing (970) 385-2900.

To guard against loss or theft, students should mark all belongings in such a way that they can be readily identified. It is advisable to keep doors locked and it is expected for all residents to keep outside doors closed (not propped open) at all times, and to keep valuables in a safe place. Students and their guests who forcibly open or prop doors may be subject to sanction. Students are encouraged to be aware of their surroundings and to not let strangers enter the building behind them.

The College does not accept or assume responsibility for loss under any circumstances, including theft, vandalism, or malicious behavior. It is recommended that rooms, apartments, and parked cars be locked at all times.

Please contact your Residence Director and FLC PD, if you are a victim of or witness any theft or vandalism.

Wildlife Precautions

The Fort Lewis College Durango Campus is in a beautiful, mountain environment and as such, wildlife visiting campus is a common occurrence. Deer are prevalent on campus every day. Among the animals that have been known to frequent campus, although much less often, are both bears and mountain lions. Students are prohibited from harassing wildlife in any way; violations may result in both a criminal charge as well as campus discipline. Students are also advised to take precautions against startling, getting too close or making any predator angry, protective or defensive. Additional tips include:

- Be especially aware of surroundings when outside in the evenings and early mornings, particularly in the Fall.
- Store and dispose of food, trash or other attractants only in appropriate containers.
- If you encounter a bear or mountain lion, appear calm, do not run, and leave the area.
- NEVER get between an adult bear or mountain lion and their young.

Contact Fort Lewis College Police or Housing Staff if you encounter a bear or mountain lion.

FIRE AND FIRE SAFETY PROCEDURES

The Fort Lewis College residence halls are equipped to provide for adequate fire safety. The alarm system and extinguishers are checked on a regular basis. Fire safety instructions, which are designed to enhance safety and minimize the hazard of fire, are posted in the halls. Residents are to make note of smoke detector devices and must NOT disconnect or cover smoke detectors. Should mechanical problems exist, please contact Fort Lewis College staff members. Residents will be assessed charges where applicable.

In spite of the above-mentioned precautions, it is recognized that fires can still happen, that fire prevention is everyone's concern, and that the manner in which residents react in the event of fire can mean the difference between life or death. For these reasons, please read carefully and be familiar with fire safety procedures.

During the start of the Fall and Spring terms, residential facilities will conduct fire drills. All residents are expected to participate and be familiar with evacuation procedures. Fire Marshals will be appointed within each community to assist housing staff in the event of a fire. Residents are asked to give Fire Marshals and emergency personnel their fullest attention and cooperation.

Any resident who purposely and maliciously attempts to set fire to, or burn, or cause to be burned any building in

the Student Housing Program, or any of the furnishings or equipment in, attached to, or around such buildings will be subject to prosecution and penalty under the laws of the State of Colorado. **Violation of this policy will result in HOUSING SUSPENSION/REMOVAL.**

The purpose of the fire alarm system is to save lives and property in the event of an actual emergency. No negative consequences will be imposed on any person who activates an alarm system out of the reasonable belief that an actual emergency (primarily but not exclusively fire) is in progress. Individuals who intentionally activate alarms when no emergency is present are in violation of state and local laws and will be prosecuted through the criminal justice system as well as suspended or removed from campus housing. Individuals who activate alarms through negligence are subject to fines and disciplinary proceedings. In addition, residents tampering with any life safety equipment (extinguishers, hoses, alarms, exit signs, smoke detectors, etc.) may be suspended or removed from campus housing and subject to further sanction or criminal prosecution. If the individuals responsible for false or nuisance alarms or tampering with life safety equipment cannot be identified, blanket charges for fines and damages may be imposed upon all the residents in an affected community or building.

Fire Hazard Prevention

Residents are reminded of the danger of fire and are expected to keep their rooms from becoming a fire hazard.

Below are permitted and prohibited items. The College reserves the right to not permit any electrical, cooking, and/or major appliances in the residence halls or apartments that may in anyway constitute as a fire hazard or overload existing circuits. If you have any questions, please contact the Residence Director.

Permitted items are listed below and are to be used only for the intended purposes:

- Blenders
- Microwaves up to 700 watts
- Miniature refrigerators up to 4 cubic feet
- Crockpots
- Coffee makers
- Popcorn poppers

Prohibited items included but not limited to, are listed below:

- Explosives: fireworks, firecrackers, hoverboards, explosive materials of any kind
- Combustibles: kerosene, propane, gasoline containers (or devices using fuel), charcoal live Christmas trees
- Open Flames: candles, oil lamps, burning of incense or cigarettes
- Open Coils (that get red when hot): space heaters, toasters, toaster ovens, hot plates, indoor grills or any

other device that may pose a safety or sanitation concern.

- Prohibited Lights: halogen lamps, neon signs, vintage lava-lamps
- Smoke: Fog machines, e-cigarettes, vaporizers
- Outlet Splitters and Extension Cords: any device that splits and/or an outlet that does not contain a circuit breaker
- Major Appliances, including but not limited to: dishwasher, dryers, washers, air conditioning units

Interior Room Decorating

When it comes to decorating, students may be as creative as they like. Posters, pictures, plants, chairs and throw rugs are a few typical items used to personalize space. Remember that in attaching items to the walls or floors, care must be taken not to damage these surfaces. Mead 3M tabs work well for attaching items. You may not paint your room. Students will be charged for damages deemed not regular wear and tear at the end of their stay. Students are prohibited from attaching anything to ceilings including covering light fixtures with material, tapestries or paper, as this provides a path for fire to rapidly spread to all corners of a room. Burning material falling from the ceiling is a severe threat to resident and fire fighter safety.

Cooking

Campus Kitchens

Cooking is significantly limited in the residence halls due to the difficulty of meeting health, safety, and sanitation standards outside of a kitchen. Students are expected to engage in only simple warming or extremely light food preparation in the residence halls. The following buildings are equipped with communal kitchens: The Bader Snyder complex, Animas Hall, and West Hall. For access to communal kitchens, please contact the building housing staff.

In Case of Fire:

When Moving into a Room or Apartment:

- Make note of fire exit plans and the alternative routes.
- Make note of fire exits, alarm boxes, smoke detectors and extinguishers.

What to Do in the Event of a Fire:

- Sound the alarm and call 911.
- Upon discovering a fire, put it out with the nearest fire extinguisher if it can be done safely.
- Leave the building via posted instructions or the nearest safe exit.
- Contact student housing staff (RA or RD) or Fire Marshal. Provide as much information as possible about the fire. Be mindful of residents with disabilities or the sound sleepers in the area.

Where to Go:

- Keep low to the floor if there is smoke in the room. Feel the doorknob and door before opening any doors. If it's hot, DO NOT open the door. If the knob is not warm, open the door slowly. If heat and heavy smoke are in the corridor, close the door and stay in the room.
- If it is not possible to exit the room, seal cracks under the door with clothing items or a rug. Hang an object (sheet or shirt) out the window and close the window. The hanging object will notify fire personnel that the room is occupied.
- When exiting the room, close all doors and windows. When exiting through a smoke-filled corridor/room, move quickly in a crouched position (remember, smoke rises), place a wet towel or clothing item over your head to prevent serious smoke inhalation. Take short breaths through your nose.
- Exit the building according to the evacuation plan and meet student housing staff at the designated area for your community. Do not re-enter the building for any reason. Stay calm until the re-enter signal is given.

STUDENT HOUSING BEHAVIORAL GUIDELINES

Students are responsible for adhering to all behavioral expectations and guidance in the Housing Contract, this *Guide*, and the Student Handbook found online at <https://www.fortlewis.edu/studenthandbook>. Students found responsible for violating one or more of the following restrictions will be sanctioned and may be suspended/removed from campus housing. Students who are present during a violation or accessory to a violation of the Housing Guide may also be sanctioned.

Below is a summary of select policy restrictions related to campus housing:

1. Alcohol. In residence halls, all alcohol intoxication, use or possession, or distribution of alcohol to a minor. In apartments, unlawful (under 21) alcohol intoxication, use or possession. In all residential facilities, inappropriate behavior resulting from the use of alcohol, kegs, party balls, beer bong, or any other empty or full alcohol container, and any circumstance that facilitates or encourages binge drinking.
2. Drugs. The use, possession, or distribution of drugs, controlled substances, non-prescribed prescription drugs or drug paraphernalia that is unlawful under either federal or state law, including all forms of marijuana. Inappropriate behavior resulting from the use of drugs or other substances.
3. Group Activity. Participation in unauthorized group activities such as riots, raids, or illegal entry.

4. Quiet Hours. Failure to observe and abide by community quiet hours and appropriate noise levels.

5. Disorderly Activity. Disorderly or threatening conduct toward oneself or others. Defined as individual or group behavior that substantially disturbs oneself, other individuals or groups. Such conduct includes, but is not limited to, unwelcome physical conduct, stalking, and boisterous or threatening conduct that is unwanted and unreasonable for the time, place, or manner in which it occurs. This includes physical assaults and verbal or electronic harassment of other persons as well.

6. Unapproved Animals. Possession, care, pet-sitting or harboring of unapproved animals, animals of any species. Exception: fish kept in a maximum of 10-gallon aquariums.

7. Property Abuse. The unauthorized use, abuse, or destruction of College property, vendor property or the property of any members of the College community or their guests. This includes, but is not limited to, defacement as a result of a deliberate action or reckless behavior.

8. Sales. Sales, solicitation, or advertising unless authorized by the Student Housing Office.

9. Weapons. Possessing or using weapons as outlined in the full campus-wide weapons policy found at: [FLC Weapons Policy](#).

As stated in the FLC Weapons Policy, "...the possession of firearms, explosive or incendiary devices, or other weapons on the Fort Lewis College campus is prohibited. This prohibition shall extend to all grounds and buildings on the Fort Lewis College campus... Weapons include, but are not limited to the following: firearms of any size or type of construction and ammunition; gas or air guns, including BB, pellet and paint ball guns; bows and arrows, and cross-bows; blackjacks, bludgeons, batons, nunchaku, throwing stars, and metallic knuckles; swords, pikes, lances and spears; any knife with a blade over 3.5 inches in length, including hunting and fishing knives; ballistic, gravity and switchblade knives, regardless of the length of the blade; fireworks, gunpowder, or explosive substances; and any harmless object designed to look convincingly like a firearm, explosive or incendiary device, or other weapon."

The only exception to the weapons policy are kitchen knives, which are permitted only in campus apartments. Any item that is used as a weapon will result in disciplinary action.

Toy guns (including air soft guns and water guns), and fireworks are prohibited in residential buildings and on campus grounds, per the Weapons Policy. Aerosol

chemical weapons (e.g. mace) are prohibited in residential buildings as well. **Violation of this policy will result in HOUSING SUSPENSION/REMOVAL and possible suspension from the College.**

10. Fire Endangerment. This includes, but is not limited to,

- Creation of fire hazards by lighting fires, smoking any substance indoors, burning candles, oil lamps or incense, or hanging flammables from ceilings, etc.
- Possession of hazards listed in the Fire Hazard Prevention section of the Student Housing Guide (candles, extension cords without circuit breakers, explosive materials, etc.) or prohibited appliances listed in the Cooking and Appliances section of the Student Housing Guide.
- Damaging, disabling or misusing fire safety equipment, including signs, detection devices, sprinklers and extinguishers.
- Possession of fog machines or other device that compromises the fire detection systems.

11. Failure to Cooperate. Failure to truthfully identify oneself, cooperate with or provide truthful information to student housing staff or College official in College-related matters, as well as with local, county, State or Federal officials.

12. Guests. Hosting of a guest(s) who is in violation of College or Student Housing policies. For family housing residents, the contracted student is accountable for the actions of both their family members and guests.

13. Safety Hazard. Creating a safety hazard of any kind.

14. Smoking. Smoking on campus outside of specifically designated areas and/or during wildfire restrictions.

15. Wildlife. Harassment of wildlife.

16. Sexual misconduct. Sexual misconduct will be resolved under the College's Discrimination Grievance Procedures. Definitions and procedures for sexual misconduct can be found at www.fortlewis.edu/care.

17. Accessory. Accessory to a violation is defined as being present while the offense is committed and advising, instigating, or encouraging the act, or failing to attempt to discourage or to prevent the offense; or facilitation in the committing of an offense in any way

Students may be removed from campus housing and forfeit housing fees and deposit for repeated and/or serious violations of their Housing Contract, the *Student Housing Guide*, or other policies within the Student Handbook.

Student Housing Conduct Process

The following procedures generally outline the process followed if violations of the Housing Contract, this *Guide*, or Student Handbook are observed and/or alleged. The process is structured to be educational and constructive. Exceptions are made when the extreme nature of the infraction endangers the safety and wellbeing of other residents and immediate removal is necessary.

Student Housing staff members are responsible for documenting any housing violation when they encounter it.

A Hearing Officer (most often a Residence Director, Assistant Director or Associate Director) will meet with the student to discuss the incident as well as its context. The Hearing Officer will explain the allegations(s), the conduct procedure, and any possible sanctions. The student may present their perspective. The Hearing Officer will decide whether the student is responsible for violating one or more policies based on a preponderance of evidence standard. If the student is found responsible, the Hearing Officer will also determine and issue sanctions. Students may not be represented by a lawyer or other legal counsel in Student Housing disciplinary procedures. Failure to appear for the scheduled interview or refusal to cooperate in the interview process will result in the rendering of a decision based on the evidence available.

Parents are viewed as partners in helping students make positive decisions for their futures. Further information about parental notification guidelines may be found in the federal FERPA law (Family Educational Rights and Privacy Act). More information is here: [FERPA for Students](#).

Sanctions

Violations of the Student Housing policies may result in, but are not limited to, one or more of the sanctions described below.

Standing Sanctions

1. Verbal Warning

Students are warned that repetition of such violations would warrant the imposition of more serious sanctions.

2. Housing Warning

A formal notice that may be used when deemed necessary by the Hearing Officer. Warnings are cumulative and Student Housing Program-wide effective for one (1) full year and are considered official College actions. Housing warnings are accompanied by educational sanctions tailored to the policy violation.

3. Housing Probation

Students are advised that further violation of policies shall result in Housing Suspension/Removal and/or suspension from the College. The duration of the probation is at minimum one (1) full year or as outlined in the resolution letter. Parents/legal guardians of students under 21 will be notified by letter of such action, if the student was found responsible for drugs or alcohol violations and sanctioned with probation.

4. Housing Suspension/Removal

The College may terminate the Student Housing Contract at any time for violation of any of the provisions herein. Any violation of the Student Handbook while on housing probation WILL result in the immediate termination of the Student Housing Contract and removal from the residential facility. In the event of such notification, the resident will be given a maximum of 48 hours to vacate the residence.

Suspension from the Housing System will remain effective for one (1) year or more. If suspended, the student is not allowed to enter any residential facilities for the duration of their suspension. After the suspension period passes, should the student wish to be housed on campus, it will be necessary to interview with an Associate Director of Student Housing and Conference Services or a designee, before the student's Student Housing Application can be accepted.

5. Restriction from Campus Housing

Students may be restricted from entering one, some or all residential buildings as a result of a violation for a defined period of time.

Educational Sanctions

1. Community Service/Educational Activity

Community service hours and/or educational activities, which are directly tied to the nature of the violation that contributes to personal reflection and/or service to others.

2. Restitution and Fines

Financial reimbursement to the College, or other appropriate parties, for costs incurred as a result of a policy violation, such as damage to property, fire alarm charges, or equipment replacement.

3. Behavioral Health Intervention

Students may be referred for online education and/or meetings with trained individuals for reflection and/or counseling related to the choices that resulted in a policy violation. A fee is associated with this sanction.

Sanction Compliance

Students must complete all assigned sanction(s) issued by the Hearing Officer. Students will be given reasonable opportunities to complete sanctions. Failure to complete

the imposed sanction will result in further sanction under the Student Conduct Code. If a student fails to complete a sanction, he/she forfeits their eligibility for a refund of the housing deposit and eligibility to apply campus housing for future academic terms. If the student applied for housing prior to failing to complete their sanction, their pending application will be canceled.

Final Determination

Due to the contractual nature of the Student Housing Contract, there is no appeal of the Student Housing Conduct Process. Any questions may be directed to an Associate Director of Student Housing and Conference Services and/or to the Coordinator of Student Conduct.

For additional information about living on campus, please address questions to the Student Housing and Conference Services Office at 240 Miller Student Services Building, studenthousing@fortlewis.edu or (970) 247-7503.