

# HOUSING AND RESIDENCE LIFE COMMUNITY POLICIES





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# I. THE HOUSING & RESIDENCE LIFE COMMUNITY

# LIVING IN COMMUNITY

# **Defining Community**

Welcome to our community! You are part of the UNO community, part of a community of scholars, and you are, in addition, a member of the UNO Housing & Residence Life community. At its core, the foundation of any community is the fellowship, comradery, and the sense of belonging you feel as a result of interacting with those around you. As a member of the Housing & Residence Life community, you will form relationships and connections with those who live with or near you in the residence halls. We hope you feel at home in our on-campus community.

As with any community, there are expectations and policies that must be followed to maintain a positive living-learning environment and enable all residents to live together cooperatively. Housing & Residence Life allows residents a great deal of freedom and responsibility. This living space requires that residents possess the life skills that are needed to live in an independent setting. Residents are expected to exhibit mature and responsible behavior.

The University of Nebraska Omaha and campus housing fully support and value an inclusive community. We strive to maintain a climate of equity and respect, where we protect the rights of all in order to ensure that every member feels empowered, valued, and respected for their contributions to the mission of the university and our department. The University of Nebraska Omaha is committed to providing all residents equitable access to services, benefits, and opportunities. Housing & Residence Life is committed to working to meet the housing needs of all residents by providing a nurturing community that values diversity and promotes the dignity of all community members.

### **Responsibilities to Community Policies**

Whether you read this or not, you are responsible for these policies and the consequences of any policy you choose to violate. When there are large groups of people living together, there is a need for community standards so everyone has the same opportunities and everyone is treated with respect. Housing & Residence Life reserves the right to alter your housing assignment or cancel your contract lease if you fail to comply with the established policies and procedures. You may also be held responsible for any failure to comply with the Student Code of Conduct while living in the residence halls. If you have questions or need clarification on any policies or procedures, please contact <a href="mailto:unohousing@unomaha.edu">unohousing@unomaha.edu</a>, or stop by the clubhouse if you have questions or need assistance.

# Communication

Housing & Residence Life may contact you via phone, campus mail, or your UNO e-mail account about a variety of issues such as important announcements, your maintenance request, plans for holiday breaks, safety issues, etc. Please help us provide you with quality service by responding in a timely manner.

You are responsible for checking your mailbox and UNO email daily. Any notices to residents shall be deemed received by the resident on the date delivered to the resident's mailbox and inbox. Housing & Residence Life deems a resident mailbox and email inbox their first and official avenue of communication.

# I. THE HOUSING & RESIDENCE LIFE COMMUNITY

# LIVING IN COMMUNITY (cont'd)

# Compliance

Residents are expected to comply with all requests from Housing & Residence Life staff. This same expectation applies to Public Safety. Staff and Public Safety have been hired to ensure a safe and inclusive environment for all residents.

### **Quiet Hours**

Quiet hours begin weeknights (Sunday through Thursday) at 10:00 P.M. and on weekends (Friday and Saturday) at 12:00 A.M.

Residents are expected to use discretion with noise concerns, both in and around the suite; therefore, excessive noise is prohibited at all times. Courtesy hours are always in effect, and residents are asked to be considerate of others' rights to study and sleep. You and your guests are responsible for respecting the rights of others at all times. High volume sounds from televisions, radios, sound systems, and electrical instruments are not permitted. If sound systems are played out of windows or off of balconies or patios and are a problem in any area around the building, residents risk removal of the equipment from the complex and may be held accountable for the expense of having it boxed and shipped off campus. Due to the nature of these musical instruments, drums and amplified guitars are not permitted to be played in on-campus housing.

If a resident has a problem with noise, the first step is to talk to the resident(s) creating the noise. If the noise continues after a resident has discussed the situation with the other resident, the RA on duty should be contacted.

During Prep Week and Finals Week each semester, 24/7 quiet hours will be enforced.

# THE PEOPLE IN YOUR SPACE

# **Roommate Agreement**

Housing & Residence Life residents enjoy a great deal of freedom, and residents are expected to exhibit mature and responsible behavior. One step that we utilize to ensure a quality living environment for all residents is to have the residents of each suite complete a Roommate Agreement with their Resident Assistant (RA). This document outlines agreed-upon expectations within the suite on lifestyle matters such as guest visitation, quiet hours, and cleanliness. You will be provided a template of an agreement form to be used as a basis for discussion with your roommates, with your RA present. It is important that all members of the suite take part in this important discussion and sign off on the form, which will be held on file with Housing & Residence Life staff. The agreement can be renegotiated with the assistance of the RA. If roommate conflicts arise, a resident should contact their RA to determine appropriate steps for conflict resolution. It is expected that roommates work together to positively mediate situations. Moving into a new bedroom or suite can be an option but is never guaranteed. Moving rooms/suites also depends on whether or not a resident has taken positive, actionable steps to mediate the situation. Moving is also based on availability and room transfer fees apply.

# **Room Assignments**

Residents are expected to reside in the room which they were assigned. You may not "trade" rooms with another resident or move into an empty space without the prior approval of Housing & Residence Life staff.

# **General Assignment Policies**

Housing and Residence Life reserves the right to reassign residents to different suites when deemed appropriate and necessary. With the exception of Housing and Residence Life's Gender Inclusive housing communities, all residents of the suite must be of the same gender identity.

By federal law and university policy, suite assignments or changes cannot be made on the basis of race, color, religion, disability, national or ethnic origin or sexual orientation.

# THE PEOPLE IN YOUR SPACE (cont'd)

# **Guests/Host Responsibility**

You are responsible for informing your guests of contract lease policies and for their behavior and actions, up to and including being charged for any damage they may cause to university or others' personal property. Guests are defined as family members, friends, or other persons affiliated with the resident in any way.

All guests should be escorted to and from the suite. Guests cannot be left unattended. Hosts are responsible for being with the guest to and from the suite as well as any other areas in the building at all times. Residents are not permitted to host guests who have active "Ban and Bar" orders or other trespass restrictions in effect.

Residents may have overnight guests in their room subject to the following limitations:

- Guests are only allowed with the consent of the other roommates if the roommates have agreed to this in the roommate agreement.
- Visitation/overnight guests of one resident may not infringe on the rights of others.
- The stay of the overnight guest may not exceed three (Scott Campus) or four (Dodge Campus) nights in one month, and may not disturb roommates or other residents. This policy applies even if roommates agree to something different in their roommate agreement.
- The privilege of having guests may be revoked if the privilege is abused by causing any sort of disruption or policy violations occur that involves the guests.

The Housing & Residence Life staff reserves the right to require a guest to leave if university policies are violated or if complaints are received from the members of the suite, floor, or building. Residents will be held responsible for their guests, including any policy violations. Guests who violate any Housing & Residence Life policies may be banned from being on Housing & Residence Life property.

### **If Your Roommate Leaves**

Housing & Residence Life will seek to fill the open vacancy in the suite should a roommate move-out; however, should there be a need to consolidate rooms, Housing & Residence Life reserves the right to move you into another suite. In any case, it is expected that the remaining roommates will make the new roommate feel welcome.

#### **Moving Between Bedrooms or Suites**

Provided space is available, residents may switch bedrooms/suites with the permission of housing staff. Please note, during a resident's first two weeks living on-campus, there is a two-week room freeze. During this freeze, room changes outside of emergency purposes will not be permitted. This is done to confirm student occupancy, as well as provide an appropriate length of time for residents to settle into their space and get to know their roommates. If a move is approved after speaking with housing staff, an administrative fee may be charged to the resident moving. Residents will be assessed the improper checkout fee for all unapproved moves. Residents switching villages within the contracted year may be required to pay a new \$200 deposit.

# THE ITEMS IN YOUR SPACE

#### **Resident Rooms**

Furnishings provided must remain in the suite. Beds must remain on their frames and desk and other furniture must be left completely assembled. Waterbeds or self-assembled lofts are not permitted. No other beds or mattresses are allowed.

You are not permitted to paint, wallpaper, use stickers or decals (including command strips/hooks), or otherwise modify finished surfaces in any permanent manner. In order to decorate your space, Housing & Residence Life does permit the use of push pins and small nails (10 gauge or higher). You should refrain from using larger nails and screws because those items cause permanent damage to painted or finished surfaces. If you have questions about specific products that you may want to use within your suite, please check with the maintenance department before installation of such items.

#### **Personal Furniture**

Each suite comes fully furnished (bedrooms and living area). Residents will not be permitted to remove any existing furniture from the suite. We do not provide storage for any items. Furniture should not be disassembled for any reason. This can result in damage to the furniture and charges to the resident. Residents are permitted to bring in their own personal furniture as they wish

# **Holiday Decorations**

Combustible decorations present a fire hazard, so their use is prohibited. Cut greenery, trees, or branches are NOT permitted (artificial trees are allowed). All items placed on doors must be above the doorknob to comply with Fire Code Standards. Nothing may be hung from the ceiling, sprinkler heads, or on the ceiling lights/fan. No banners or decorations can be hanging across hallways or entrances and exit points in the building. All decorations in the common area must be agreed upon by all roommates. Holiday decorations should be removed one week after the end of the holiday, or Housing & Residence Life staff may remove and bill you for the removal.

# **Personal Property Left Behind**

Any personal property remaining in the room/suite after the resident vacates the premises shall be considered abandoned. Housing & Residence Life staff will bill the resident an improper check out fee and any costs associated with removal and disposal of belongings left behind. We will remove items immediately and dispose of those items after 10 days.

# THE MAINTENANCE OF YOUR SPACE

# Suite Condition, Repairs, & Alterations

Residents are expected to maintain suites in a good, clean, safe, and sanitary condition, apart from reasonable wear and tear. Except in the event of an emergency, requests for repairs or services must be submitted online. In case of malfunction of utilities or damage by water, fire, or similar cause, notify Housing & Residence Life staff immediately. Notify Housing & Residence Life staff promptly of water leaks, electrical problems, broken glass, broken locks or latches, malfunctions in heating, air conditioning or other equipment, and any condition which poses a material hazard to health or safety. Once the notice is received, Housing & Residence Life staff will act with reasonable diligence in making repairs.

Housing & Residence Life staff will provide normal maintenance and repairs within the suite without additional charge to residents. The cost of significant repairs made necessary by abuse or misuse of the suite and equipment by residents or their guest(s) will be borne by the resident(s). Residents are not permitted to make any alterations or improvements to the suite or environment.

# **Room Inventories/Room Condition Form**

All residents are required to fill out a room inventory/room condition form and turn it into the housing office 24 hours after they check into their suite/bedroom. Room inventories/room condition forms are designed to help identify damage or issues in the room so they can be resolved and ensure the new resident not be found responsible for existing damages. Failure to turn in a room inventory/room condition form means the resident will be liable for any damages found in the room following their check-out of the spacey. If damages are found in the room after checkout, the room inventory/room condition form will be used to assign damage charges. If the damage exceeds the \$200 deposit, an invoice will be sent to the resident.

# **Facility Misuse**

You and your roommates are responsible for your room/suite and its contents and will be charged for any damage beyond normal wear and tear. The condition of the common areas, hallways, and laundry rooms is also the responsibility of the residents. Residents who damage or misuse any hall facility/furniture/appliance will be held responsible for the cost of repairs and may be subject to disciplinary action. Residents do not select the vendor(s) to fix damage in their suite. Vendors are selected by Housing & Residence Life staff. We will work to obtain various quotes to secure the best price and quality of work. Vendors are selected based on the policies in place for the University of Nebraska at Omaha/Scott Residential Management.

# Cleanliness

You must maintain your room and suite in a clean, orderly, and sanitary condition at all times. Refrigerate perishable food as soon as possible, and dispose of all garbage by placing it in a trash bag and taking it to the appropriate trash receptacle within a day. Also, because empty food cartons and pizza boxes can attract pests and insects, you should take these items to the appropriate trash receptacle within a day. Unclean conditions may create an unhealthy environment for your roommates and neighbors or cause permanent damage to appliances and fixtures. Residents will be billed for any actual costs incurred if it becomes necessary for staff to have the suite cleaned and restored to safe and sanitary conditions. Improper use of recycling bins may result in community service.

# THE MAINTENANCE OF YOUR SPACE (cont'd)

# **Kitchen Appliances & Lavatories**

Kitchen areas are to be maintained in a safe and sanitary condition. If unsafe or unsanitary conditions are noted by Housing & Residence Life staff, residents will be asked to correct the situation. If it is necessary for Housing & Residence Life staff to clean the kitchen area to restore the suite to safe and sanitary conditions, the cost of such cleaning will be billed to the residents of that suite.

Lavatories, sinks, toilets, bathtubs, and all water and plumbing equipment shall be used only for the purpose for which they were constructed. Sweepings, kitchen grease, rags, ashes, or other foreign substances shall not be thrown into any plumbing apparatus. Any damage and the cost of repairing plumbing resulting from misuse shall be billed to the residents of that suite. Do not put feminine products down the toilet. Bathrooms are to be kept in a safe and sanitary condition. If unsanitary conditions are noted by Housing & Residence Life staff, residents will be asked to correct the situation. If it is necessary for Housing & Residence Life staff to clean the bathroom to restore it to sanitary condition, the cost of such cleaning will be billed to the residents of that suite. Level of cleanliness needs to be agreed upon by all residents of the suite.

#### **Patios and Balconies**

We ask for your assistance in maintaining a clean and attractive appearance throughout Housing & Residence Life, including patios and balconies. Please keep patios uncluttered. On patio areas, you may use only outdoor patio furnishings. You may not store, dry, hang, or drape items such as clothing, towels, linens, rugs, signs, flags, or have unsightly personal property on your patio or balcony. Residents may not play loud music from their balconies. For the safety of others, do not throw any items including, but not limited to, cigar or cigarette butts, from your balcony. Residents or their guests found responsible for creating or participating in these types of unsafe behaviors may lose their ability to continue residing on campus. For the safety of all, no sitting on, hanging from, or climbing on railings; no throwing items from or jumping off balconies. No smoking is allowed on campus.

# **Trash and Recycling**

Residents are responsible for removal and proper disposal of trash from their suite. Please place all trash in tightly closed plastic bags and immediately deposit them in the designated area. Trash may never be left in hallways or on a balcony/patio. Residents should never dispose of hazardous materials of any nature whatsoever in any trash receptacles, dumpsters, or similar containers. Containers are provided for usual and customary housing complex waste and trash. In addition, residents are encouraged to place all recyclable materials in the designated recycling bins provided. Please do not put trash in with recycling. Residents should not put personal trash in outdoor trash cans around housing property or in parking garages or lots. Suite trash should be taken to the designated areas within your property. Residents may be charged fees for removal of personal trash from public trash cans and/or assigned community service.

# **Suite Lighting**

Contact maintenance if it is necessary to replace burned-out light fixtures. Use of colored light bulbs in any outside exterior fixture is prohibited. Interior outlets cannot be used to support this type of lighting, since opening and closing of doors can cause cords to become frayed. Residents are not permitted to remove or take lightbulbs.

# THE MAINTENANCE OF YOUR SPACE (cont'd)

# **Room Temperature**

Roommates should make an attempt to agree on the temperature of the suite. They should compromise to agree on a temperature that is reasonable and as comfortable as possible for most of the residents of the suite. This can be discussed when completing the Roommate Agreement with the RA. If no compromise is made, Housing & Residence Life staff will intervene. Failure to abide by the Roommate Agreement may result in further mediations with housing staff.

### **Windows and Doors**

For safety reasons, windows and doorways may not be obstructed. Screens may not be removed by the residents. Window coverings are provided in each suite for shade and privacy and are not to be removed. No reflective film or other materials are to be applied to windows or patio doors. Please do not leave windows open during inclement weather. Residents will be held liable for damage to the unit, including paint, walls, cabinets, floors, furniture, and appliances resulting from failure to exercise reasonable care.

# Non-Emergency Room Entry, Inspection, & Maintenance

Housing & Residence Life maintenance staff will give a minimum of 24-hour notice before entering a suite to perform routine maintenance. However, maintenance staff will enter suites with less than 24-hour notice when a repair order has been filed or cleaning is necessary. We will not notify residents when we need to enter and clean suites during the transition times. This is a yearly occurrence for contract lease turnover and an extremely time sensitive process. We hire a cleaning company that works in conjunction with Housing & Residence Life staff to clean and prepare suites.

Your right to privacy applies to your on-campus room. Entry to residents' rooms is limited to emergency, policy violations, cleaning, or repair circumstances as deemed necessary by Housing & Residence Life staff or as may be legally required. In order to maintain a safe environment for residents, Housing & Residence Life staff reserve the right to have authorized personnel with identification enter and inspect suites/rooms at reasonable times as deemed necessary. Housing & Residence Life staff may enter a suite/room after first knocking on the suite/room door and announcing a request to enter. Reasonable time will be given for occupants to respond before entry into the suite/room occurs. If residents are not in the suite/room and have not been given prior notice, a room entry report may be left to notify residents of such entrance.

# THE MAINTENANCE OF YOUR SPACE (cont'd)

# Non-Emergency Room Entry, Inspection, & Maintenance (cont'd)

Staff may enter a suite/room for reasons including, but not limited to, the following:

- · When there is strong reason to believe that any term or condition of the contract lease is being violated;
- At invitation or agreement by the resident;
- To respond to a complaint of a disturbance, which includes hearing unreasonably loud or continuing sound from a suite/room with the occupants failing to respond;
- To complete repairs to previously reported damaged items;
- Whenever someone moves out of a suite/room for checkout purposes;
- To respond to health and safety issues, and for any emergency reasons (e.g. spray for insects, fire, broken pipes, etc.);
- Deliver correspondence to the resident;
- Health and Safety Checks/Quarterly Inspections.

# **Health and Safety Checks/Quarterly Inspections**

All residents are expected to keep their living space conditions clean, orderly, and sanitary at all times. Housing & Residence Life staff will conduct periodic inspections with the purpose of taking preventive and corrective action for unsanitary living conditions and safety hazards in suites. Residents will be given a minimum of 24-hour notice in advance of inspections.

If a room fails to meet cleanliness standards, the resident(s) will be given 24 hours to correct the issue. If the issue is not taken care of by the residents within 24 hours following the inspection, a custodian may be asked to clean the room, and the residents will be charged a cleaning fee. Likewise, if staff notice any safety hazards in the room, residents will be asked to remove items or correct the issue. Residents will have 24 hours to make the necessary changes, and if the issue is not corrected, Housing & Residence Life staff will take steps to correct the issue and the resident will be charged. These inspections will happen quarterly (about three to four times throughout the year).

If, during these inspections, Housing & Residence Life Staff see any items in violation of the Housing & Residence Life Policies (such as alcohol, disconnected smoke alarms, etc.), the resident will be referred to the Housing Judicial system for appropriate action.

Group living can pose some threat to the security of possessions. Help protect yourself by making a list of proper serial numbers and by locking your door when you leave your room. Do not prop open doors which lead to the outside of the building. UNO does not provide personal property insurance. Your family's household insurance may cover your property while you live on campus. Discuss this with your family's insurance carrier or an independent insurance carrier. We recommend that you get some type of renter's insurance.

Your personal safety and the protection of your possessions require a joint effort between you and the university. Behavior that jeopardizes the safety of residents or staff is prohibited. In order to make living in the residence halls at UNO a safe and pleasant experience, here are some reminders:

- Residence halls are only as safe and secure as residents help keep them. To protect the safety of all residents, jeopardizing complex security (e.g. propping open outside doors) in any way is prohibited.
- Any unsafe situations you cannot correct, such as lights out in a stairwell, safety hazards, etc., should be reported to a Housing & Residence Life staff member as soon as possible.
- Familiarize yourself with the emergency procedures and follow posted procedures for evacuation during fire alarms or tornados.
- Contact your RA, front desk, or Public Safety if you need emergency assistance.

# **SAFETY**

# Fire Safety Equipment/ Evacuation

Housing & Residence Life buildings are equipped with safety equipment including smoke detectors and sprinklers in each room. Maverick Village, Scott Court, Scott Crossing, and Scott Village suites are equipped with carbon monoxide detectors. Because University Village and Scott Hall are heated differently, there is not a need for carbon monoxide detectors in those suites. As a member of the Housing & Residence Life community, you are held responsible for keeping the fire safety equipment in good working order. Therefore, you may not render any fire safety equipment in your room/suite (or anywhere on campus) inoperable, and you should report any malfunctions or inoperable smoke detectors or sprinklers to Housing & Residence Life as soon as possible. Any person who misuses fire safety equipment will be subject to severe disciplinary action, fines, and/or arrest.

Objects are not to be hung on or within six inches of the sprinkler heads or on the ceiling or ceiling light/fan. Any sprinkler head discharge will lead to immediate dispatch of the Omaha Fire Department, evacuation of the affected areas, and a prompt and thorough investigation. Residents who violate this policy are responsible for any damage done to Housing & Residence Life property and the personal property of any other residents/guests. Please notify the RA on duty if you set off a building fire alarm for any reason.

#### Fire Hazard Warning

You MAY NOT store any items in the furnace closet area of your suite or block air intake vents outside the furnace closet area. Failure to comply can result in a fire that endangers not only your life but the lives of others in the building. Anyone who fails to adhere to this policy will be held responsible for any resulting damages. No storage of flammable materials in the buildings is allowed. Fire regulations state that hallways may not be used for storage of any personal property at any time. Never prop open any door for any reason. Never block your utility door in the kitchen area. We do not allow any type of space heater in the bedrooms or suites. Any fire hazards may result in a fine for a first offense; removal from housing for repeated offenses.

# **Candles, Appliances & Extension Cords**

You may not light candles or burn/use incense anywhere in the suite. If the power goes out, use flashlights only. You may bring small electric grills (i.e. George Foreman), popcorn poppers, toasters, blenders, coffee pots, etc. for use in the kitchen. Kitchen appliances with an open flame will not be permitted. Housing & Residence Life staff will use their discretion if they see a kitchen appliance that might be considered a fire hazard. Grills designed for outdoor use, including gas and electric, are not permitted within or outside of the suite. Grilling facilities are available in the courtyard area of some of the properties. Lighter fluid should not be stored in any suite. All extension cords must be U.L. approved. Multiple outlet "octopus" plugs are not allowed, however, surge protectors are allowed. Prohibited items may be removed by Housing & Residence Life Staff.

# Firearms/Weapons

Items such as, but not limited to, firearms, ammunition, martial arts weapons, knives (longer than 3"), explosives, paint ball guns, bows/arrows, Tasers, fireworks, slingshots, and other weapons are not allowed, regardless of permit status. This policy includes sporting equipment which could be used as a weapon or firearm.

# **Hall Sports**

Residents are not permitted to play sports (including, but not limited to, those which involve balls, rackets, bats, frisbees, etc.) in the suite buildings. This policy exists to reduce the possibility of injuries to individuals and damage to the buildings. There are appropriate spaces outside for residents to engage in athletic activities.

#### **Harassment**

Housing & Residence Life staff members are committed to creating an environment in which each resident feels safe and is free from harm, the threat of harm, and unreasonable interference. Therefore, residents who engage in acts or communications that are intended to threaten, intimidate or harass a particular resident(s), and to cause that resident to fear for their safety are in violation of their housing contract lease and the *UNO Student Code of Conduct* (https://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php) and will be subject to disciplinary action.

# **Tobacco/Smoking Policy**

The UNO Campus is a smoke and tobacco-free university. Therefore, all UNO Housing buildings – inside and outside, including patios and balconies – are smoke and tobacco-free. This includes the use of cigarettes, cigars, hookahs, chewing tobacco, e-cigs, pipes, nicotine liquid, and similar products or instruments. Those who are found in violation of this policy will be held responsible for any costs associated with damages, cleaning, and/or removing allergens from smoke; you will also go through the conduct process and may receive additional sanctions (i.e. fines, educational sanctions, university service, etc.).

# **Medical Emergencies**

If a situation appears to demand medical attention, university personnel may summon emergency medical assistance for the health and safety of the resident. The cost of such assistance will be the responsibility of the resident/parent/guardian/guarantor. Additionally, if a resident becomes aware that another individual needs medical attention, they should contact the appropriate services and/or contact a staff member.

# **SECURITY**

# Room/Suite Keys

Each resident will be issued a key and/or keycard to their assigned room/suite. For security reasons, it is a violation of policy to duplicate this key/keycard or loan it to anyone else. If you lose your room key/keycard, you are required to report this loss immediately to the front desk or RA on Duty. If you lose your key/keycard, you will be expected to pay for the replacement of all locks affected. You will be billed for the cost of key/keycard replacements.

# **Locking Doors**

Residents are strongly encouraged to lock their suite door when they are not present in the suite. This is for the safety of not only the individual and their belongings, but for the safety of roommates and their property as well. It is encouraged that residents lock their bedroom door when they are not present as well.

# **Lockout Policy**

# **Dodge Campus Residents**

If you are locked out of your room, a temporary loaner key/keycard may be checked out from your village front desk. If the lockout occurs after hours, call the RA on Duty. Charges associated with lockouts are:

- If you check out the key/keycard during normal desk hours and you bring the key/keycard back within one hour, you will not be charged. This can be done an unlimited number of times.
- If you check out the key/keycard during normal desk hours and do not bring the key/keycard back within one hour, you will be charged \$10.00 per occurrence.
- If you check out the key/keycard after the desk is closed, you will be charged \$10.00 per occurrence.
- Note: You are given two 'relief' lockouts that would cover the costs associated with two \$10.00 lockouts.

All loaner keys must be returned within 24 hours of check out. If the key is not returned within that time, your suite may be re-cored at a cost of \$250.00 to you.

You cannot check out keys for friends or roommates, and they are not able to check yours out. You are responsible for any key replacement regardless of the circumstance, such as theft, lost key, dropped down a drain, etc.

### **Scott Campus Residents**

If you are locked out of your room, call the RA on Duty who will come and unlock your door for you. Residents are given one lock-out free of charge per semester. There is a \$10.00 fee per lockout for all subsequent lockout calls.

# SECURITY (cont'd)

### **MavCARD**

Residents will have their MavCARD (Campus ID Card) programmed during check-in for access rights to their property's proxy card readers. This will give you access to your assigned property. Doors with proxy card readers are locked at all times. Residents may not prop these doors open. You may not allow anyone else to use your MavCARD to access a building. Please carry your MavCARD at all times. Failure to show your MavCARD to a staff member upon request is a violation of university and housing policy. Attempting to give or giving false information to a staff member is a violation of the *UNO Student Code of Conduct* (<a href="http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php">http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php</a>). Loaning your MavCARD to another person for use is also a violation of university policy and doing so may result in disciplinary action. If you misplace your MavCARD, go to the MavCARD Services Office in the Student Center.

# **Accidents/Theft/Property Loss**

Residents are required to immediately report any fires, accidents, injuries, and/or property damage occurring in the suite. This enables staff to promptly assist you, and in some cases, minimize the extent of the damages. Please contact Public Safety or your village front desk to make any reports. Please note, Housing & Residence Life is not responsible for any accidents or losses that occur within the residence halls. We encourage all residents to purchase renter's insurance. UNO assumes no responsibility for residents' personal belongings. Coverage through homeowner's insurance or from an independent insurance agent is strongly recommended. Keeping your bedroom and suite door closed and locked at all times is highly encouraged. If applicable, keep your balcony door locked at all times. All thefts should be reported to Public Safety.

# PERSONAL CONDUCT

As a member of the Housing & Residence Life community, it is your responsibility to let others know if you think they are violating your rights, just as someone may let you know if you are violating theirs. Staff members will also address inappropriate behavior when necessary. We view resident conduct as another part of the educational process. Residents who choose to violate the Housing & Residence Life Community Policies or UNO's *Student Code of Conduct* (<a href="http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php">http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php</a>) will be referred for disciplinary action. Residents will have the right to "due process" and have the opportunity to defend any accusations of behavior that violates the Housing & Residence Life Community Policies or the Student Code of Conduct. If found in violation, possible sanctions include:

- Verbal warning;
- University probation or warning;
- Housing probation for the length of the lease;
- Educational requirement;
- University service hours;
- Suite reassignment;
- Contract lease termination (full cancellation fees will apply);
- Suspension from the university;
- Expulsion from the university;
- Restitution for damage to university property or the personal property of residents/guests.

# **ALCOHOL POLICIES**

State law and university regulations state that the possession or consumption of alcohol in any Housing & Residence Life property/parking facility is prohibited, regardless of the resident's age. In addition, it is a violation of university policy to be in a room where alcohol is present, whether you are drinking or not.

- Possession or display of containers that held or were intended to hold alcoholic beverages is not permitted (empty alcohol containers are in violation of the alcohol policy).
- Alcohol-related conduct (including intoxication) that infringes upon the rights of the others to a
  quiet, orderly living environment, or that poses danger to yourself or others is not acceptable
  under any circumstance.
- Public Safety officers and residence hall staff reserve the right to dispose of alcohol or drinking paraphernalia.
- Residents in violation of this policy are subject to sanctions which may include, but are not limited to: Mandatory attendance in an alcohol education class, probation, community service, alcohol evaluation, relocation, contract lease cancellation (should such action occur, full cancellation fees will apply), notification of parents, notification of law enforcement, suspension, expulsion, arrest, and/or prosecution.
- Residents responsible for "secondary hosting" of a gathering at which alcohol is present are also in violation of university policy. Secondary hosting is defined as awareness or knowledge of such a gathering in one's own suite with the resident taking no action to discourage its occurrence.

#### First Alcohol Violation & Possible Sanctions

Typically, BASICS for Alcohol referral, and/or Housing probation for three months. Possible parental/guardian notification. Sanctions will be discussed during the judicial meeting.

### **Second Alcohol Violation & Possible Sanctions**

Typically, BASICS for Alcohol advanced referral, assessment meeting with the Alcohol and Drug Education office, university service, and/or Housing probation for the length of your remaining contract lease. You may also be required to meet with the Director of Student Conduct and Community Standards. Possible parental/guardian notification. Sanctions will be discussed during a judicial meeting.

### Third Alcohol Violation & Possible Sanctions

Removal from Housing & Residence Life. You are still held financially responsible for your contract lease . You will also be referred to the Director of Student Conduct and Community Standards to discuss your status as a student. Possible parental/guardian notification.

A resident can be removed from housing and/or have a judicial hold placed on their UNO account if they do not complete their sanctions in a timely manner. We encourage you to seriously consider the hindering role alcohol/drugs may play as you work toward your educational goals.

# DRUG POLICY

State law and university regulation prohibit possessing, using, and distributing illegal drugs, drug paraphernalia, and/or controlled substances (including, but not limited to, marijuana, narcotics, or prescription drugs intended for use by another individual) in any residence complex or anywhere on university property. In addition, it is a violation of university policy to be in a room where illicit drugs are present.

- Residents in violation of this policy may be removed from housing. Residents will still be held liable for their contract lease even if they are removed for judicial reasons.
- Housing & Residence Life staff reserves the right to contact parents/guardians/guarantors about any
  resident who is in violation of this policy or is transported to detox or the hospital for drug use health
  concerns.
- You are also required to meet with the Director of Student Conduct and Community Standards to discuss
  your student status.
- Your guests are likewise subject to this policy, and residents will be similarly held accountable for the
  actions of their guests.
- All residents will be held responsible for the actions of their guest.

# BEHAVIORAL, ALCOHOL, AND DRUG INTERVENTION PLAN

Housing & Residence Life is committed to fostering an educational, living-learning environment within on- campus residence halls. Even when residents deviate from these community policies, we believe those can be rich, teachable moments. The following pages provides a guideline on what to expect if a resident is found in violation of a community policy. Discretionary responses will be applied according to displayed attitude, cooperation level, and severity of violation. Failure to comply with sanctions will result in a hold being placed on your student account and may result in removal from housing. Any deviations from the sanctions must have prior approval from the Associate Director of Residence Life. Documentation regarding all incidents will be kept in the student's file, maintained by the Office of Student Conduct and Community Standards.

# BEHAVIORAL, ALCOHOL, AND DRUG INTERVENTION PLAN (cont'd)

### A. First Offense Alcohol Violation

#### **Definition**

- Possession or in the presence of alcohol or alcohol containers (full or empty).
- Noise violation associated with alcohol.
- Disruption to the community due to alcohol possession or use.

#### Minimum Response

- Conduct Session with a Residence Life professional staff member.
- Educational Requirement: Mandatory participation in BASICS (\$100 fee funds are used for wellness initiatives).

#### **Discretionary Response**

- Behavioral Requirement\* 2-10 hours.
- Housing Probation 3 months
- · Parental notification if student is under legal drinking age at the time of notification.
- · An attempt at parental notification will occur if the student is taken to the hospital for acute alcohol poisoning (to solicit

their assistance as appropriate).

· Housing relocation or removal from housing facility (regular cancellation fees will apply)

# **Additional Consequence Possibilities**

- Omaha Police Department (OPD) notified; appropriate legal charges may be filed by OPD, e.g., Minor in Possession (MIP), procuring for a minor, Minor in Consumption (MIC), etc.
- Meeting with the Director of the Office of Student Conduct and Community Standards.

### **B. First Offense Marijuana Violation**

#### **Definition**

- Possession or in the presence of marijuana.
- Possession or in the presence of drug paraphernalia.
- Disruption to the community due to drug possession or use.

#### Minimum Response

- Conduct Session with a Residence Life professional staff member.
- Conduct probation contract lease length.
- Behavioral Requirement\* 2-10 hours
- Educational Requirement: Mandatory participation in BASICS (\$100 fee funds are used for wellness initiatives)

# **Discretionary Response**

- · Additional Behavioral Requirement\* 10+ hours.
- Housing relocation or removal from housing facility (regular cancellation fees will apply).
- · Parental notification

### **Additional Consequence Possibilities**

- Omaha Police Department (OPD) notified; appropriate legal charges may be filed by OPD, e.g. possession of a controlled substance, etc.\*\*
- Meeting with the Director of the Office of Student Conduct and Community Standards.

# BEHAVIORAL, ALCOHOL, AND DRUG INTERVENTION PLAN (cont'd)

# C. Second Offense Marijuana Violation

#### **Definition**

- Possession or in the presence of marijuana.
- Possession or in the presence of drug paraphernalia.
- Disruption to the community due to drug possession or use.

#### Minimum Response

- · Removal from housing facility (regular cancellation fees will apply)
- · Attempt at parental notification will occur.
- · Conduct Session with the Director of the Office of Student Conduct and Community Standards

#### **Additional Consequence Possibilities**

 Omaha Police Department (OPD) notified; appropriate legal charges may be filed by OPD, e.g. possession of a controlled substance, etc.\*\*

### D. Any Subsequent Violation of offense listed under "A" or

E. Any of the following behaviors demonstrated while under the influence

- · Harassment.
- · Vandalism.
- Drunken and disorderly conduct.
- Obstructing a university official.
- · Violence (behavior determined to be less severe than behaviors identified in section F).

#### Minimum Response

- Conduct Session with a Residence Life professional staff member.
- Educational Requirement: Mandatory participation in BASICS (\$100 fee for first offense, \$200 fee for second offense – funds are used for wellness initiatives).
- · Housing probation for remaining term of Housing Contract Lease.
- Behavioral Requirement\* for 10 hours.
- Meeting with the Director of the Office of Student Conduct and Community Standards.

#### Discretionary Response

- Attempt at parental notification if student is under legal drinking age at the time of notification (to solicit their assistance as appropriate).
- Substance abuse evaluation conducted by a UNO Alcohol & Drug Counselor and follow through on recommendations.
- · Housing relocation or removal from housing facility (regular cancellation fees will apply)

#### **Additional Consequence Possibilities**

 Omaha Police Department (OPD) notified; appropriate legal charges may be filed by OPD, e.g., Minor in Possession (MIP), procuring for a minor, Minor in Consumption (MIC), etc.

# BEHAVIORAL, ALCOHOL, AND DRUG INTERVENTION PLAN (cont'd)

# F. Dangerous Behavior Not Tolerated in Housing & Residence Life

#### Definition

- First offense possession or in the presence of illicit drug(s) other than marijuana (including prescription drug misuse).
- Repeated episodes of intoxication.
- Threatening physical harm to the life and safety of another e.g. sexual assault, battery, intention to commit assault with a weapon.
- Tampering with fire safety equipment.

# Minimum Response

- Conduct Session with a Residence Life professional staff member.
- · Housing probation.
- · Referral to the Director of the Office of Student Conduct and Community Standards.

#### **Discretionary Response**

- Substance abuse evaluation conducted by the UNO Alcohol & Drug Counselor and follow through on recommendations.
- · Housing relocation or removal from housing facility (regular cancellation fees will apply)
- Educational Requirement: Mandatory participation in BASICS (\$100 fee for first offense, \$200 fee for second offense – funds are used for wellness initiatives).
- · Attempt at parental notification (to solicit their assistance as appropriate).
- Behavioral Requirement\* for 10+ hours

# **Additional Consequence Possibilities**

· Omaha Police (OPD) notified; appropriate legal charges may be filed by OPD, e.g., Minor in Possession (MIP), procuring

for a minor, possession of a controlled substance, etc.\*\*

\*Behavioral Requirements could include items such as university service, bulletin boards, implementing an event/program related to violation, etc.

Questions? If you have questions concerning any of your rights or responsibilities as a residence hall student or the conduct of other residents, we strongly encourage you to contact your Resident Assistant or Residence Hall Director/Resident Manager.

<sup>\*\*</sup>Controlled substances include the use of prescription drugs without the appropriate prescription.

# OTHER VIOLATIONS

As with any community, certain regulations have been developed to protect your rights and the rights of other community members. Many policies are a matter of courtesy. Some policies, however, are for the protection of the community members. Inappropriate behavior or unlawful activities may result in immediate termination of your housing contract lease (should such action occur, full cancellation penalties will apply), your relocation to another suite, and/or referral to the Director of Student Conduct and Community Standards or the appropriate law enforcement body. Such policy violations include, but are not limited to, the following:

- Tampering with fire equipment (i.e. fire extinguishers, alarms, exit signs, smoke detectors, sprinkler system)
- Tampering with Carbon Monoxide detectors
- Abuse (physical or verbal) and/or battery of a resident or staff member
- Sexual misconduct
- Harassment
- Bias Incident
- Possession of explosives, firearms, fireworks, or other weapons
- Throwing or dropping objects out windows or off balconies
- Trespassing in other residents' rooms
- Possessing stolen property
- Tampering with mail or mailboxes
- · Disrupting the suite, floor, or building community

### Pets

The only pets permitted in Housing & Residence Life are non-dangerous fish which live completely underwater or service/therapy animals that have been approved by the Accessibility Services Center. Aquariums must be 10 gallons or less. No other pets, including but not limited to cats, dogs, gerbils, snakes, birds, crabs, lobsters, turtles, spiders, ferrets, etc., can live in or visit a resident suite. If a pet is found in your suite, you may be charged a cleaning fee, be referred to the housing judicial process, and asked to remove the pet in a timely manner. If you refuse to remove the pet in a timely manner, the Nebraska Humane Society will be called for pet removal and any charges associated will be passed to the resident.

### **Satellite Television Dishes**

Satellite television dishes are not permitted.

### **Self-Propelled Devices**

Due to fire concerns relating to batteries, the use and possession of hover boards, self-propelled scooters, or similar devices are prohibited from all Housing & Residence Life buildings and property. Drones are not allowed to be flown inside of the buildings.

# Street/Traffic Signs, Lights, Cones, Etc.

Any street and/or traffic signs, lights, cones, etc. which have been stolen are not permitted in Housing & Residence Life. If these items are found, Public Safety and/or the Omaha Police Department may be notified.

# OTHER VIOLATIONS (cont'd)

### **Musical Instruments**

Musical instruments, including but not limited to pianos, keyboards, drums, guitars, horns, stringed instruments, woodwind instruments, and reed instruments may not be played in the residence halls without approval from the Residence Hall Director/Resident Manager. Their sound often travels far and may disturb other residents. Residents may also not use amplifiers or sub- woofers in the residence halls.

# Gambling

Gambling involving any exchange of money or anything of value is not permitted.

### **Unsafe Activities**

Any activity deemed by Housing & Residence Life staff to be a threat to the health and safety of tenants is strictly prohibited. Prohibited activities include, but are not limited to: sitting on balcony railings, throwing anything off the balcony, physical assault, or threat of physical altercation.

Housing & Residence Life facilities are not designed for athletic events or horseplay. It is important to keep hallways intact and maintain safety and minimize disruption of the sleep/study atmosphere. Because of the risk of injuries, accidents, and potential property damage, sporting activities – including, but not limited to, skateboarding, bicycle riding, soccer, playing Frisbee, golf, hockey, rollerblading, and throwing or bouncing balls – in the hallways or public areas of the property are prohibited. Violations may result in confiscation of equipment, as well as disciplinary sanctions and/or restitution for damages.

Practical jokes and pranks may damage property, injure other residents, and also increase the noise level and disturb non-involved residents. Residents who engage in practical jokes and pranks will be held responsible for damages and clean-up, and disciplinary action will be taken. Because of the danger to others, dropping or throwing any object out of or into the property is strictly prohibited. Violators will be referred for disciplinary action.

# **Advertising**

Residents must get approval from Housing & Residence Life if they wish to post any signs or fliers on any of the bulletin boards, suite doors, etc.

### Sales/Solicitation

Canvassing or solicitation of funds, sales, votes, memberships, literature, signatures, or subscriptions is not permitted in Housing & Residence Life. All groups must seek permission from the director or their designee for approval of solicitations. Please report any solicitors to the front desk.

### **Computer/Computer Network**

All residents will be expected to sign, and abide by, the "Acceptable Use" policy of Housing & Residence Life's internet provider (Dodge Campus: Apogee/MyResNet; Scott Campus: Scott Campus Network). Failure to comply with these policies may result in losing internet privileges provided by Housing & Residence Life.

# V. YOUR LEASE

# Your CONTRACT LEASE TERMS

# **Contract Lease Specifics**

Please refer to your contract lease for specific questions, including contract lease length, changes/corrections, cancellations, etc. You may also reach out to **unohousing@unomaha.edu** with specific questions.

Only students admitted to UNO and enrolled full time in classes will be offered a housing contract lease to live in housing. Space is limited; therefore, spaces must be reserved for students who are enrolled full-time in classes.

Students who fall below full time status or do not enroll in classes during their contract lease term may be required to move out of housing and will be subject to the contract lease cancellation fees. Requests to continue living on campus while below full time status can be made to the Director of Housing and Residence Life at **unohousing@unomaha.edu** 

### **No Shows**

Any resident not occupying their room by 5 P.M. on the first day of classes shall be considered a "no show" and will have their room cancelled unless they have filed an official notification of delay of arrival (written notice submitted via email and accepted by Housing & Residence Life) by 4 P.M. on the first day of classes. Residents who are identified as "no shows" will still be responsible for their contract lease payment.

### **Check-out Procedures**

All residents must follow their village-specific checkout procedures to avoid incurring any additional charges. Please consult the housing website or email <u>unohousing@unomaha.edu</u> with questions.

#### **Landlord Tenant Act**

In accordance with Nebraska Revised Statute 76-1408 (1) Reissue 1996, 2002 Cum. Supp., as amended, the resident is entering into this contract for a residence at an institution, which is incidental to the provision of educational services, and therefore, this contract lease is not subject to the Nebraska Uniform Residential Landlord and Tenant Act.



# HOUSING AND RESIDENCE LIFE | 402.554.6605 | housing.unomaha.edu

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