



SAN JOSÉ STATE  
UNIVERSITY

# 2009-2010 Housing License Agreement Booklet

San José State University  
**University Housing Services**  
Division of Student Affairs

## Important Dates

<b>February, 2009:</b>	Returning Resident sign ups for upcoming academic year, License Materials and \$600 due upon sign up.
<b>April 1, 2009:</b>	License materials and \$600 due for new residents.
<b>June 17, 2009:</b>	Fall semester or installment due (installments available by selecting the Installment Payment Plan online at MySJSU each semester.
<b>July 8, 2009:</b>	Last day to cancel Year Round Apartments with \$100 cancellation fee. (Application fee is non refundable).
<b>July 24, 2009:</b>	Last day to cancel Academic Year Apartments, suites and classics with \$100 cancellation fee. (Application fee is non refundable).
<b>August 1, 2009:</b>	Faculty/Staff/Grad Apartments open.
<b>August 7, 2009:</b>	Year Round Apartments open.
<b>August 22, 2009:</b>	Academic Year Apartments, Suites and Classics open. Meals begin with Dinner @ 4:00 p.m.
<b>August 23, 2009:</b>	All residents must be checked-in by 10:00 p.m.
<b>August 24, 2009:</b>	First day of instruction. Classes begin
<b>October 15, 2009:</b>	Petition to cancel for spring semester due.
<b>November 18, 2009:</b>	Spring semester or installment due (installments available by selecting the Installment Payment Plan online at MySJSU each semester.
<b>November 25 – 29, 2009:</b>	No meal service after 4:00 p.m. on Wednesday through 4:00 p.m. on Sunday.
<b>December 9, 2009:</b>	Study/Conference Day – No classes
<b>December 10 – 16, 2009:</b>	Final Exams
<b>December 17, 2009:</b>	Classics and suites close at 2:00 p.m. for winter break. Last meal is Brunch.
<b>January 1, 2010:</b>	Year Round Apartments open for spring.
<b>January 24, 2010:</b>	Academic Year Apartments, Suites and Classics open for spring. Meals begin with Dinner @ 4:00 p.m.
<b>January 25, 2010:</b>	All new residents must be checked-in by 10:00 p.m.
<b>January 26, 2010:</b>	First day of instruction. Classes begin

**March 26 – April 2, 2010:** No meal service after 4:00 p.m. on Friday through 4:00 p.m. on Sunday.

**May 18, 2010:** Study/Conference Day – No classes

**May 19 – 25, 2010:** Final Exams

**May 26, 2010:** Academic Year Apartments, Suites and Classics close at 2:00 p.m. Last meal is Brunch.

**May 31, 2010:** Year Round Apartments close at 12:00 p.m.

# Housing Administrative Policies

## Academic Year Housing

In the Suites and Classics and specific areas of the Apartments, the License Agreement is for the 2009–2010 Academic Year, August 22, 2009 – May 26, 2010 excluding the Winter session (for Suites and Classics only, the Apartments remain open). The Suites and Classics remain open during the Thanksgiving holiday and Spring Break; however, they are closed during the Winter Break. Classic and Suite Residents requiring housing during the Winter Break will be accommodated, but may require a temporary move. There is an additional fee for housing in the Classics or Suites during Winter Break. (See the [Payment section](#)). Additional information regarding Winter Break housing will be available in November. For Summer session only housing please refer to the Summer Housing section of this document. There is an additional fee for housing during Summer session. Residents that plan to live in the apartments and remain for the summer should apply for a space in the Year Round Apartments.

## Year Round Housing

For some sections of the Apartments, the License Agreement covers the 10 month period from August 7, 2009 – May 31, 2010. Residents of the Apartments retain access to their assigned space throughout the year including all holidays as well as the Winter and Spring Breaks. Residents of the Apartments who plan to attend Summer session or reside on-campus during the Summer should apply for a space in the Year Round Apartments and will need to complete a Summer Addendum at the UHS office by May 5, 2010. Residents who have completed a 2010/2011 license and made the necessary payments and have completed and paid for the Summer Addendum may remain until the next academic year contract begins. Residents who are not remaining on campus for the 2010/2011 academic year yet have completed and paid for the Summer Addendum must check out no later than 12:00 p.m. on July 24, 2010. Access cards will be deactivated on May 31 for any resident who has not completed an addendum and paid for the Summer.

## Apartment Living Choices Year Round or Academic Year

For the upcoming 2009–2010 academic year, University Housing Services (UHS) will offer two different contract periods for the student apartments, Campus Village Building B (CVB).

A limited number of apartment spaces will be available for the entire year in CVB. This contract period will be called **Year Round Apartments** and will run from **August 7, 2009 through May 31, 2010**. The Year Round Apartments will be located in **CVB Tower floors 3-9**. All studios on the 3<sup>rd</sup> through 9<sup>th</sup> floors are also in the Year Round Apartment section. Residents of these apartments will have the option of remaining in their same apartment for the summer months. The summer period is **optional** and will require an additional payment should they choose to remain.

UHS will offer the remaining apartment spaces for the academic year only, in **CVB Tower floors 10-15 and all apartments located on the South and North wings**. This contract period will be called **Academic Year Apartments** and will run from **August 22, 2009 through May 26, 2010** (Fall and Spring only). Residents in these apartments may not remain for summer but may contract with overnight guest housing and/or move into a summer space (pending availability) if summer housing is needed.

## Summer Housing

University Housing Services offers housing to students who may be at SJSU to attend Summer classes only, or current Spring residents who do not live in the Campus Village Apartments and wish to remain on campus during the Summer. Dates of Summer housing are not available until Spring time, therefore actual rates; check in and out dates may be updated in the license materials at a later date. **Please refer to the Summer Housing section located at the end of the Payment Section, page 36.**

## Application Fee

A non-refundable application fee of \$50 is required when submitting an application for housing. This fee is charged to cover the administrative cost of processing the rental application for a campus housing facility. No applications will be processed without pre-payment of this fee.

## Cancellation of License

A licensee must submit a "petition to cancel" form along with the required documentation and letter of explanation. A petition to cancel the license agreement may be approved for one of the following reasons:

- a. **Returning Residents.** Failure to make the first payment installment of \$600 by 12:00 p.m. on the scheduled date (the Friday following the Returning Resident sign up day) constitutes notice that the Returning Resident Reservation is canceled.
- b. **30-days Prior to the Move-in Period.** Licensee may cancel for any reason until July 8, 2009 for the Year Round Apartments and July 24, 2009 for the Suites and Classics and Academic Year Apartments. Written notice is required, and must be received in the UHS office by the appropriate date.
- c. **Authorized Withdrawal from University.** Licensee must provide written verification of withdrawal during the semester (unless this information is indicated on campus mainframe). Withdrawal between semesters does not require verification, but will be verified with the campus system after the start of the new semester.
- d. **Marriage.** If you were married since you signed your License Agreement or have a marriage pending within four weeks, you may automatically cancel at the receptionist desk of the UHS Office. A marriage license will be required to verify this reason. Marriage must take place within 30 days of expected cancellation date.
- e. **Hardship.** Reasons beyond the control of the Licensee as determined by the Director or his/her designee. Hardship cases that the Licensee was aware of prior to contracting will most likely not be considered.

**All cancellations for reasons listed above are subject to a \$100 non-refundable Cancellation Fee with the exception of Returning Residents (residents who participated in and contracted during the annual Returning Resident process) who are subject to a \$50 fee.**

Installment and Resident Activity Fees are not subject to refund after the start of the semester. If the petition is approved for reasons "d" or "e" above, the Licensee will be charged a cancellation fee of a pro-rated amount equal to 30 days room fee and parking (if applicable). Information is available through the UHS Office or online at [www.housing.sjsu.edu](http://www.housing.sjsu.edu).

**Licensee will also be charged for room (and board and parking if applicable) through the day of official check-out as indicated on the Room/Apartment Inventory Form or the cancellation form, whichever is later.**

After the credit for cancellation is posted on the Licensee's account, if there remains a balance due, the Licensee will be responsible for the balance. Please refer to the Treatment of Indebtedness section in this booklet for more information. If a credit balance remains after the credit for cancellation is posted, the Licensee will receive a refund of all other room (and board if applicable) fees paid, minus any outstanding UHS and/or SJSU charges (i.e. damages, tuition, library fees, etc.) and a \$20 processing fee assessed by the SJSU Bursars Office.

**If the petition is denied**, the Licensee will not be eligible for any refund and will be required to pay for the entire license period. Roommate/community related issues are not considered grounds for cancellation and will be referred to Residential Life staff. Licensees evicted for disciplinary reasons, non-payment or abandonment will be charged a cancellation fee and may be charged for the entire license period.

**For Spring semester cancellations, Licensee should submit a "Petition to Cancel" by October 15, 2009.**

Cancellation for Spring semester will ordinarily be considered based on the date the request is received and falls under the same stipulations outlined in this section. Students who have petitioned to cancel and have forged or knowingly provided false information/documentation to UHS will be referred to the Office of the Vice-President of Student Affairs for disciplinary action per section 41301, Title V, California Administrative Code. Following all of the appropriate cancellation procedures is the responsibility of the Licensee. "Petition to Cancel" forms and guidelines are available in the UHS Office and online at [www.housing.sjsu.edu](http://www.housing.sjsu.edu). **Unless cancellation is officially approved and appropriate check-out procedures followed, the Licensee is required to pay for the entire license period.** Refunds take at least 4-6 weeks from official date of move-out.

## Change of Address

It is the resident's responsibility to notify UHS and SJSU Office of the Registrar (through my.sjsu.edu) in the event of a change in billing or mailing address. Failure to do so may result in late fees and/or delayed mail delivery.

During the course of the year, some residents may change their "mailing" or "home" address in my.sjsu.edu (main campus database) to their current on-campus housing address. Please do not do this, residents should leave their "home" or "mailing" address as the permanent off campus address; University Housing Services uploads the on-campus address once a resident contracts housing and all mailings from campus are sent there instead of to the "home" or "mailing" address.

By following the directions in the above paragraph, residents will not miss important mail once they move off campus. All on campus addresses are deleted from the my.sjsu.edu account after the contract ends. Please note that UHS will forward mail for only 3 months after a resident has moved out, if a mail-forwarding card has been completed and turned in to the UHS office. The mail forwarding system can take up to two weeks to take effect.

## Cleaning of Rooms/Suites/Apartments

Residents are responsible for regularly cleaning their rooms/suites/apartments (please see Community Housing Regulations and Standards section for more information). University Housing Services will provide one cleaning of units during the year. All additional requests for cleaning of units will be accommodated, time permitting, for an additional fee.

## Dishonored Checks

Fees will be assessed for any dishonored checks, and residents are liable for balance due plus fees under Civil Code, Section 1719 for triple the amount of the check (a minimum of \$100 and a maximum of \$500) if funds necessary to cover the check are not received within 10 days following a written notice. Residents may also have their housing licenses revoked for non-payment of a dishonored check debt.

## Deadline to Check-in/Check-out

All residents of the Suites, Classics and Academic Year Apartments are required to check into their assigned residence halls no later than 10:00 p.m. on Sunday,

August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester.

Year Round Apartment residents are required to check into their assigned apartment no later than 10:00 p.m. on Sunday, August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester. Residents must notify University Housing Services if they wish to check in after the deadline stated above. Call the UHS Office at (408) 795-5600 for further information.

**Licensees who fail to check in by the times and dates stated above will be declared "no-shows", forfeit their requested spaces, and are liable for a Cancellation Fee plus pro-rated room and board fees. If there is no waiting list and the cancelled Licensee is still attending SJSU, Licensee will be charged for the entire license period.**

For the Fall semester, residents of the Suites and Classics are required to leave their halls within 24 hours after their last final exam or by 2:00 p.m., **December 17, 2009**, whichever is sooner. Residents may leave their belongings over Winter Break; however there is no return entry until January 24th so all necessary items should be taken at this time. For the Spring semester, the Suites, Classics and Academic Year Apartment residents are required to leave their halls within 24 hours after their last final exam or by 2:00 p.m., **May 26, 2010**, whichever is sooner. Failure to move and/or improper check-out charges may also be assessed for failure to vacate by the stated deadline.

Year Round Apartment residents are required to vacate their apartment by 12:00 p.m., May 31, 2010. Fall graduates must check out by 2:00 p.m. December 17, 2009. Residents who are allowed to cancel their Spring contract during the Fall semester must check out by 2:00 p.m. on Friday, December 17, 2009. Residents who have completed a Summer Addendum, 2010/2011 license, and made the necessary payments may remain until the next academic year contract begins. UHS staff will notify residents of the transition date from one apartment space to another if necessary.

Residents who are not remaining on campus for the 2010/2011 academic year yet have completed and paid for the Summer Addendum must check out no later than 12:00 p.m. on July 24, 2009.

Improper check-out charges may also be assessed for failure to vacate by the stated deadline.

For housing cancellations during the academic year, checkout must occur within 24 hours of a cancellation approval. Residents will be charged for rent (and parking if applicable) through the day of official check-out as indicated on the Room/Apartment Inventory Form or the License Cancellation form, whichever is later. In addition, residents will be charged either a cancellation fee of \$100 or a prorated amount equal to 30 day room (and parking if applicable) fee (See Cancellation of License, page 3).

**Residents must return keys and sign the Room/Apartment Inventory Form with an approved Residential Life staff member to properly check out.** Failure to check out properly will result in a \$50 improper check-out charge, removal of all personal property and possible storage charges and/or may incur \$100 per day liquidated damage charges.

Residents transferring to a different room/hall/apartment must follow the proper check-out procedures and obtain UHS approval.

## Eligibility

In order to qualify for a space in the residence halls/apartments, a student must be enrolled in an approved academic program at San José State University unless exception is petitioned and approved by the Director or his/her designee. In addition, priority will be given to those students who are actively enrolled in 12 undergraduate or 9 graduate units.

The License Agreement may be revoked by the university if the resident fails to meet these minimum requirements.

**All assignments to a housing space are contingent upon acceptance and proper enrollment at San José State University. If the resident is not admitted or is disqualified between semesters, it is the resident's responsibility to notify UHS immediately in writing. The resident will be charged for room and board until written notification is received by UHS.**

## Extensions

University Housing Services communicates with Financial Aid to determine if a student may have sufficient grants, scholarships and loans to allow them to defer a portion of

their housing payments. Work Study cannot be considered for "Housing Extensions." Once UHS has determined that a student has sufficient aid to defer their payments, a "Housing Extension" is placed on the student account. This extension can be viewed by navigating to the "Other Indicators" section on the student's MySJSU account.

If a "Housing Extension" service indicator is placed on the student account it will defer housing charges to prevent housing late fees until financial aid disburses to the student account. The "Housing Extension" service indicator will be removed on September 10, 2009 for Fall extensions and February 10, 2010 for Spring extensions. After this date, all remaining fees must be paid by set deadlines.

We highly encourage all students with a "Housing Extension" to meet with their Resident Accounts Coordinator to review the student account before the "Housing Extension" is removed from the account. In this meeting the Resident Accounts Coordinator will discuss the student's individual financial aid award and any steps that may be outstanding to ensure a timely disbursement. Appointments can be scheduled by calling 408.795.5600.

## Frosh Start

Frosh Start is a University Housing Services program which is designed to help incoming frosh make connections and get acclimated to the SJSU campus culture. This program provides new residents the opportunity to discover campus resources, purchase books and locate classes prior to the first day of instruction, as well as move into their living spaces 4 days before the official move-in date. UHS will accept the first 500 students to participate in the Frosh Start program. Addendums and payments received after the maximum number of participants has been reached will be returned unprocessed. We highly encourage you to remit your addendum and payment along with your initial license materials as spaces fill quickly. Frosh Start reservations may be cancelled and refunded until July 31, 2009. After July 31, cancellations will not be accepted.

## Mail Services

Resident mail is delivered to the Joe West Mailroom. All university communications will be sent to residents on campus mailbox while living in University Housing. However, mail will NOT be delivered between December 19, 2009 and January 3, 2010 since the

University and University Housing Services are closed during this time period. Please make other personal arrangements with the US Post Office and/or delivery services if you need to receive mail and/or packages during this time period. Mailbox combinations are provided to residents during check-in. Residents should ensure that their mailbox door is secure upon closing by spinning the dial. During the course of the year, some residents may change their “mailing” or “home” address in [my.sjsu.edu](http://my.sjsu.edu) (main campus database) to their current on-campus housing address. Please do not do this, **residents should leave their “home” or “mailing” address as the permanent off campus address.** University Housing Services uploads the on campus address once a resident contracts for housing. After this occurs, all mailings from campus are sent there, instead of to the “home” or “mailing” address.

By ensuring that the above instructions are followed, residents will not miss important mail once they move off campus. All on campus addresses are deleted from the [my.sjsu.edu](http://my.sjsu.edu) account after the contract ends.

## Oral Representation Policy

To avoid any misunderstanding concerning the License Agreement, we advise residents that UHS does not enter into any oral agreements or make or rely on any oral representation concerning License Agreements. The entire License Agreement is expressed in writing. The License Agreement supersedes any understanding that may have been understood verbally, and neither the Licensee nor UHS are relying on any oral agreement or representation or any understanding of fact or law that is not expressed in writing.

## Paid Waiting List

In the event UHS reaches full occupancy, a limited number of payments will be receipted as a "paid waiting list". If UHS is unable to accommodate Licensees on the paid waiting list, a full refund will be generated and returned to the Licensee's permanent address (application fees are non-refundable). Licensee may contact UHS at anytime to be removed from the paid waiting list and receive a full refund. Licensees assigned to a temporary housing space will receive a pro-rated refund if a permanent assignment cannot be arranged. Licensees who do not want to be on the paid waiting list should indicate so on their online application.

## Parking at Campus Village

A limited number of permit-required parking spaces are available at the Campus Village Parking Garage. Campus Village parking permits are available to residents of Campus Village only – the Faculty/Staff/Grad building (CVA); the Apartments (CVB); the Suites (CVC). Permits are issued on a first applied, first assigned basis. To apply for a Campus Village parking permit, applicants must complete and submit an original Parking Permit Request form. All requests received after Campus Village spaces have been filled will be placed on a waiting list. Notification of status (approved or wait list placement) will be sent via the MySJSU messaging system.

Any vehicle parked in the Garage without a valid permit will be subject to citation by UPD and may be towed at owner’s expense. Parking permits are not transferable. Residents’ access card will allow access into the assigned residential building and the UHS parking garage.

Vehicles must be parked inside the white lines of the designated stall. Park only in designated locations as allowed by the parking space, parking in red zones is not permitted. Vehicles parked in disabled spaces without a valid disabled permit will be towed. There are a number of spaces designated for CVA permits only. Residents must have a CVA permit to park in these spaces or risk being cited. Vehicle ID (plate number, make, model, color) will be provided to University Police Department, should any information change, changes must be submitted to the UHS office promptly to avoid a citation.

Parking permits should be affixed to the lower left-hand corner of the driver’s side windshield. This permit is a “static” sticker and can easily be removed. Guard your permit against theft as there is a \$25 replacement fee for lost or stolen permits. Parking permits are non transferable and may not be used by anyone other than the authorized resident.

The parking gates are equipped with an “Anti-Pass Back” feature, which enables a car to enter and exit in sequence only. If a resident comes in, they must exit. The entrance and exit gates will not function without an automobile on the sensors. This function is to prevent unauthorized automobiles in the parking garage. Residents who allow others access into and out of the Campus Village parking garage with their access card are in violation of the Anti-Pass Back policy and will be subject to fees and judicial action.

The first violation of the Anti-Pass Back policy will result in a \$50 fee. The second violation will result in a \$100 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150 and will have parking privileges revoked for the remainder of the academic year.

If a resident has requested and been assigned a permit and no longer requires a space in the Campus Village parking garage, the UHS office must be notified via a written cancellation request. Residents who request to cancel parking will be charged a 30 day pro-rated parking amount. Resident accounts will be charged for the parking permit whether or not it has been picked up unless a formal cancellation request has been received.

Residents who become delinquent will have parking access privileges revoked. No refunds will be issued for denial of access.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor.

Violation of these policies will result in judicial action and may lead to the revocation of parking privileges. Refer to the Community Living Handbook for further information regarding UHS rules and regulations and the judicial process.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage).

## Payment of Fees

The Licensee is responsible for payment of fees for the period of August 22, 2009 through and including May 22, 2009 for the Suites, Classics and Academic Year Apartments and August 7, 2009 through and including May 31, 2010 for the Year Round Apartments. Residents who have completed and paid for a Summer Addendum will be responsible for fees from June 1, 2010 through the

date of check out either July 24, 2010 (non returning residents) or August 7, 2010 (returning residents). Licensee should carefully read the [Payment Information](#) section of this License Booklet and submit required payment (OR make initial payment on-line) along with his/her required License materials. If the Licensee is assigned to a housing space after the academic year begins, the Licensee shall be charged a pro-rated fee for the balance of the academic year. If Licensee's account becomes delinquent, action will be taken to block registration and withhold records. If this debt is referred to a private collection agency, then the Licensee is responsible for paying any collection costs.

## Refunds

UHS will generate a refund in the case of a credit balance, under the following conditions:

1. All future housing charges for the current fee period are paid in full;
2. There are no outstanding housing debts for prior year License;
3. There are no outstanding SJSU debts;
4. Payment was not made with a personal check within the last 21 calendar days;

Note: Refund is made in the name of the Licensee; Refund is generated in four to six weeks. All housing refunds are processed manually and may not be eligible for an e-refund.

In the rare case a refund is issued in error, Licensee is required to repay the refund amount.

## Room/Apartment Assignments

Residents will be assigned to their preferred hall/apartment or room and occupancy type whenever possible based on the date their Annual Student Housing License Agreement and payments are received. If all License materials and payment are received by April 1, 2009, the resident's assignment request is processed during the first computer assignment run. UHS will make every effort to assign residents to the requested area or community and occupancy type based on preference and qualifications required to meet established criteria of any community, yet reserves the right to assign any resident to any space based on administrative need, regardless of resident qualifications.

## **Inability by UHS to honor assignment preferences will not void this License Agreement.**

Roommate assignments in the Suites and Classics are made for same gender only. Roommate assignments in the Apartments are also same gender, unless co-ed housing is specifically requested on the Housing Application. (While co-ed housing is co-ed by apartment, the bedrooms remain single gender. Transgender students may contact the Associate Director of Residential Life to discuss assignment options.) To preference a specific roommate, both Licensees must submit their License Agreements within one week of each other and by April 1, 2009 for Fall semester and by October 15, 2009 for Spring semester. All roommates must request the same living options and preferences on the online application, i.e. 3 bedroom double, 4 bedroom suite, etc. Roommate requests submitted after these respective dates are not guaranteed.

Residents are offered the opportunity to request room changes throughout the academic year. Residents are notified in advance about the room change process. A special room change period may be designated at the end of the Fall semester to accommodate room change requests between Fall and Spring semesters. All room changes must be approved by a Residential Life Coordinator(s) or designee. No room change requests are granted during the first few weeks of each semester. Residents with extenuating circumstances should contact their Residential Life Coordinator.

Every resident is assigned to a specific room and bed space, and must occupy only the assigned room and bed space. New residents may be assigned at various times during the year; therefore, vacant bedrooms/bed spaces may become occupied without prior notice. However, as a courtesy, University Housing Services will make every attempt to notify roommates of incoming residents.

Consolidation may have to occur as a result of spaces not being occupied. Should this occur residents will be given an option of choosing their own space before one is assigned. UHS reserves the right to change the resident's assignment within the housing facilities with a 24-hour notice for reasons of health, student welfare, administrative necessity, as a result of administrative action, or in accordance with the Room Consolidation policy. Residents may be responsible for any additional charges resulting from re-assignment such as cable,

phone, etc. Room changes are not permitted without approval of the Residential Life Coordinator or a Resident Accounts Coordinator.

Any resident who is assigned a move-out date due to room/apartment change, cancellation or administrative necessity must move by the date and time specified by the Director, Residential Life Coordinator or designee. A resident who fails to move out by the date and time specified will be charged \$100 per day liquidated damages in addition to regular room and board fees.

## **Room/Apartment Preparedness**

Every resident is assigned a specific room and bed space and must occupy only that assigned room and bed space. All unassigned room and bed spaces must be prepared and ready for a new resident/roommate at all times or current resident will be charged \$100 per day liquidated damage charges.

## **Special Considerations**

University Housing Services is committed to meeting the needs of students with special needs to the best of its ability. Some housing facilities are accessible to students in wheelchairs (including bathrooms), and specially-adapted rooms are available for students who are hearing and/or visually impaired.

Special considerations include:

1. Disabilities such as mobility impairment, vision or hearing impairments (where physical accommodation or building adaptation may be required) or mental health concerns
2. Religious reasons that require special facilities (such as dietary or special room arrangements).
3. Lesbian, gay, bisexual or transgender issues that require special accommodation.
4. Medical concerns (including allergies).
5. Disabilities that may require a live-in attendant

Note: If you identify yourself as someone who requires assistance for safe exiting from a residence during an emergency, Residential Life Staff will meet with residents on an individual basis. For more information, please contact the UHS Office at (408) 795-5600.

## Studio and Single Occupancy

A limited number of studios and 3 bedroom singles are available in the Apartments (CVB); and a limited number of single occupancy rooms are available in Joe West Hall. It is not unusual for these spaces to have been reserved by our returning residents in the Spring. Applicants who would like to request one of these spaces should submit the appropriate waiting list addendum found on our website, along with the license materials. Applicants requesting a studio, 3 bedroom single, or West single who do not receive the request based on availability will be placed in another type of apartment or room. In addition, the student account will be charged for the occupancy type they are assigned.

## Triple Occupancy

Along with the majority of the San Francisco Bay Area, San Jose State Housing Services has experienced a huge increase in requests for housing. To help accommodate as many students as possible, we have created "triple" rooms within our system. A triple room is a room configured for two residents that has lofted beds and a change in floor plan to accommodate three residents. As "double" spaces become available, we will move residents to these accommodations on a first paid basis.

Applicants who request a "double" room and are assigned to a "triple" room will have the over payment credited to the student account and either applied to other SJSU debts or refunded.

We understand that this may be somewhat inconvenient for our residents, but we feel it would be a greater inconvenience to potentially turn away up to 100 students who we will accommodate in a triple occupancy room. Residents with questions about this process should call our front desk at (408) 795-5600 or email us at [info@housing.sjsu.edu](mailto:info@housing.sjsu.edu).

# Dining Services

## Mandatory Dining Plans

Dining plans are mandatory for residents living in the Classics (Joe West, Hoover, Washburn, and Royce Halls) or the Suites. It is not mandatory for Apartment residents to select a meal plan, but they have the option of choosing from one of the meal plans below. Housing rates will vary depending on the meal plan chosen. ([Dining plan rate information](#)).

The Dining Commons (DC) is an “All-You-Care-To-Eat” program. Please eat all you take. No food is allowed out of the DC. In addition, Dining membership plans also include a retail component which can be used at any of the campus retail dining facilities according to the rules of the chosen plan. A wide variety of nationally, regionally and ethnically branded concepts are available for you to enjoy.

Please select one of the following:

### MEMBERSHIP OPTIONS

Dining membership plans allow plan holders unlimited entry to the residential Dining Commons during DC operating hours. Students can use their plan Gold Points in any quantity in any Retail Dining Facility during business hours.

**GOLD MEMBERSHIP** allows plan holders unlimited entry to the Dining Commons **five** days per week, Monday – Friday, plus \$100 Gold Points per semester. Gold Points may be used as desired at any open retail dining facility.

**PLATINUM MEMBERSHIP** allows plan holders unlimited entry to the Dining Commons **seven** days per week, plus \$100 Gold Points per semester. Gold Points may be used as desired at any open retail dining facility.

## Optional “Commuter” Meal Plans

Apartment residents may choose from one of the meal plans described above, or they may choose from one of the optional [”Commuter” Plans](#) below. These plans may be purchased through the Housing Office until August 14, 2009, and at the Dining Commons or Spartan Shops Dining Main office anytime after that date. These optional plans are available to any student living in the Apartments as well as residents of the Faculty/Staff/Guest building. These plans are not available to the residents of the Suites or the Classics (Joe West, Royce, Hoover or Washburn Halls). Commuter plan balances carry over from Fall to Spring semester and expire at the end of the Spring semester. Additional Commuter Meal Plans may be purchased at anytime during the semester at the Spartan Shops Dining Main office in the Cafeteria Building (CAF).

## Commuter Plans

The **Commuter 25 Plan** is \$225 and provides 25 single entries (approximately 1.5 visits per week in a semester) to the Dining Commons for the plan holder for any weekday during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests.

The **Commuter 50 Plan** is \$425 and provides 50 single entries (approximately 3 visits per week in a semester) to the Dining Commons for the plan holder for any weekday during the academic year. The plan holder may use these entries for themselves and for any number of accompanying guests.

## Spartan Gold Points

**Spartan Gold Points** can be purchased anytime to augment your meal plan independently of your Housing contract. Please stop by the Dining Commons office, the Spartan Gold Points office in the CAF Building or visit them online at <http://www.spartanshops.com>.

## Meal Plan Changes

Residents of the Classics and the Suites may request to change their meal plans only once during the semester by completing a Meal Plan Change Request Form available at the UHS Office. The Meal Plan Change Request Form must be completed in person at the UHS office during the following periods only:

**Fall Semester:** September 14-18, 2009 (effective October 1, 2009)

**Between Semesters:** October 19-23, 2009 (effective January 24, 2010)

**Spring Semester:** February 8-12, 2010 (effective March 1, 2010)

Note: Signing up for a meal plan change means that a resident is effectively canceling one plan and entering another. To complete the process, a signed copy of the Meal Plan Change form along with a mandatory \$15 processing fee must be paid at the DC or the Gold Points office for the plan change to be granted.

## Special Dietary Needs

The license to occupy a residence in the Classics or the Suites includes mandatory food service. The Dining Commons cannot accommodate special diets. Please note that no reduction of food service fees will be permitted for dietary or other related problems. Please contact the Spartan Shops Dining Commons at (408) 924-1740 if you have dietary concerns.

## Dining Commons Meal Services

Dining plan memberships are designed to provide the maximum value to residents, but like a gym membership, the cost is the same regardless of how frequently you visit. A percentage of absenteeism is used in projecting the meal costs.

## **DATES OF SERVICE**

(Dates and Times Subject to Change)

### Fall Semester

Begins dinner, Saturday, August 22, 2009

(August 23, brunch and dinner only)

No service, after 5:00 pm on Wednesday, November 25, 2009 through 5:00 pm on Sunday, November 29, 2009

Ends brunch, Thursday, December 17, 2009

### Spring Semester

Begins dinner, Sunday, January 24, 2010

(Jan. 25, brunch and dinner only)

No service, after 5:00 pm on Friday March 26, 2010 through 5:00 pm on Sunday, April 4, 2010 (Spring Break) Ends brunch,

Friday, May 26, 2010

## **MEAL SERVICE HOURS**

### Weekdays

The Dining Commons is open continuously from 7:00 a.m. – midnight Monday – Thursday, and from 7:00 a.m. – 8:00 p.m. on Friday

### Weekends

Weekend hours are 10:00 a.m. – 8:00 p.m.

## **Sick Pass Meals**

A **sick pass** is afforded to residents who have communicated their illness/request to an RA/ARLC/RLC for approval. With the approval, they can send a friend or roommate with their meal card for a take out meal. This meal consists of: any of the available hot entree options being offered at the serving lines; any salad variation from a self-serve salad bar; any of the dessert options served at that meal; a take-out cup of soup (or cups of soups if that is the only meal they consume); and a take-out cup of any beverage option offered.

## **Bag Meals**

A **bag meal** is provided for residents who have pre-arranged their requests through the DC Office 24 hours prior to the time they need to pick up bag meals. Bag meals shall only be provided when residents are unable to attend the DC during a normal meal period (7 am – 11 am, 11 am – 4 pm or 4 pm – midnight) for an official academic reason. A bag meal consists of: two sandwiches (meat & cheese, and/or peanut butter & jelly), one piece of fresh fruit, one can of fruit or V-8 juice, one bottle of water, one bag of chips (assorted varieties), one packaged snack (e.g., trail mix, granola bar or multi-grain bar), condiments and napkins.

## **Cancellation Policies**

Resident requests for cancellation of a meal plan must be submitted in writing to University Housing Services.

Permission to cancel a meal plan must be obtained from the Assistant Director, Residential Dining. Cancellation is discouraged and is normally limited to adverse circumstances that render it unreasonable for Spartan Shops, Inc. to expect the Licensee to continue the contract.

Should a resident choose to cancel their meal plan at some point during the semester, they should be aware that plans are charged based on a fixed daily rate, so a set amount will be charged per day, regardless of the number of visits the student has made to the DC during the semester.

There are absolutely no cancellations allowed within the last two weeks of either semester.

## **Policies and Regulations**

1. Licensee's SJSU ID Card must be presented to the DC checker or retail cashier for each meal and on demand if requested by a member of the UHS or DC staff.
2. Licensee's meal plan is not transferable. Assisting unauthorized persons to enter the DC or to use your SJSU ID card is in violation of the terms and conditions of the License Agreement and may result in additional charges.
3. All food must be eaten in the DC. Second helpings are permitted. No food, dishes, or utensils may be taken from or brought into the building without permission.
4. If Licensee's SJSU ID Card is lost, a meal voucher (valid only at the DC) will be issued for three days at no charge, at the DC Office. However, if Licensee's SJSU ID Card is not found within three days, Licensee must obtain a new SJSU ID Card at the ID Card Center. The University will assess a \$5 replacement fee.
5. Residents and guests are required to bus their trays and accompanying trash.
6. "Food fights," "trashing" tables, etc. are not permitted.
7. Residents must comply with reasonable requests of DC and UHS staff while in the DC.
8. Wheelchair Accessibility. The DC has motorized access doors at each entry into the building and a motorized wheelchair lift. It also has motorized push paddle doors to ease exiting the building. Guest restrooms are also accessible.

## **Meal Plans Offered Through Spartan Dining**

To access the 2009-2010 Meal Plan information, please click [here](#).

# Annual Student Housing License Agreement

Please refer to the [checklist](#) found on line to ensure that all steps are followed while completing the licensing process.

## I. License Agreement Form

The 2009-2010 Annual License Agreement Form must be completed, signed and submitted to University Housing Services along with the initial payment. In addition, the online Housing Application must be completed and an application fee submitted.

## II. Occupancy and Meal Plan

### a. Occupancy and Meal Plans in the Suites, Classics and the Academic Year Apartments

1. University hereby grants to Licensee permission to occupy a bed space within the housing facility as Licensee for the fee period **beginning 10:00 a.m. Saturday, August 22, 2009 and ending 2:00 p.m. Friday, May 26, 2010** unless sooner terminated under the provisions of this License Agreement. Specific assignment of space shall be made by University, and may be changed from time to time. (Dates are subject to change by Presidential Directive.)

2. This License Agreement does not grant Licensee permission to occupy the assigned space during the Winter Break if assigned to the Suites or Classics. However, the Apartments remain open during Winter Break.

Winter Break:

**Thursday, December 17, 2009, 2:00 p.m. through Sunday, January 24, 2010, 12:00 p.m.**

**Note:** Licensees will not be given access to their rooms during this time. Students who require housing during Winter Break should make their need known at the UHS office by November 1.

UHS collects fees on behalf of Spartan Shops Inc. who is the provider of the meal plan. The mandatory meal plan begins on Saturday, August 22, 2009 and ends on May 26 2009, unless sooner terminated under the provision of this License Agreement. Specific details regarding meal plans can be found online at [www.housing.sjsu.edu](http://www.housing.sjsu.edu).

(Dates are subject to change by Presidential Directive.)

**Note:** Students with special dietary needs (cultural, medical, schedule conflicts) should consult with Spartan Shops management at (408) 924-1740 prior to signing this License Agreement Form. Meal plans are mandatory for residents of the Suites and Classics.

### b. Occupancy in the Year Round Apartments

University hereby grants to Licensee permission to occupy a bed space within the housing facility as Licensee for the fee period beginning **10:00 a.m. Friday, August 7, 2009 and ending 12:00 p.m. Monday May 31, 2010** unless sooner terminated under the provisions of this License Agreement. Specific assignment of space shall be made by University, and may be changed from time to time. (Dates are subject to change by Presidential Directive.)

Summer License Agreements for contracted 2010/2011 returning residents begin at 12 p.m. Monday May 31, 2010 and end at 10 a.m. Saturday August 7, 2010.

Summer License Agreements for non-contracted 2010/2011 returning residents begin at 12p.m., Monday May 31, 2010 and end at 12 p.m. Saturday, July 24, 2010.

## III. Enhancement of Educational Experience

a. University shall maintain a competent staff to work with students to develop a community within the housing facility to enhance students' educational experience at the University. University shall provide opportunity for input by Licensee into the development of the community. The facility shall be operated to enhance the social, educational, and recreational opportunities available to Licensee.

b. Licensee agrees to recognize the importance of maintaining the housing facility as an environment which is conducive for fellow residents to study, live and sleep in the housing facility. While in the housing facility, Licensee agrees not to disturb this environment.

## IV. Terms and Conditions

a. This License Agreement is subject to the regulations contained in Title V of the California Administrative Code, Sections 42000-42021. A copy of those regulations is available through University Housing Services.

b. Licensee agrees to comply with the Student Code of Conduct, the Housing Facility Regulations and Standards within this License, and the Community Living Handbook and any subsequent amendments.

c. This License Agreement shall not be transferred except as permitted in Section IX.

d. It is understood and agreed by Licensee and University that no lease or any other interest in real property is created by this Agreement.

e. University assumes no responsibility for property of Licensee which is stolen, damaged, or destroyed, including periods when the Licensee is not in occupancy, or after the term of occupancy has expired.

f. During break periods, repair and/or construction projects may be necessary. Scheduled projects requiring entry into Licensee's room will result in University notifying Licensee. Emergency repair will not require notification. Licensee will be responsible for safeguarding his/her belongings.

## V. Maintenance of Premises

a. University shall provide Licensee with the furnishings in the condition noted on the Room/Apartment Inventory Form. Licensee agrees to give reasonable care to their living environment and its furnishings and to make payment for any damage or loss promptly upon demand by University. Licensee shall vacate the living unit in good order and repair, or Licensee shall pay University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

b. Licensee shall make no alteration to the housing facility without the permission of the University. Any structural addition or alteration is prohibited without written permission of the University and subject to damage charges.

c. Licensee shall not possess any highly flammable material, firearms, ammunition, fireworks, knives, explosives, dangerous weapons or any other material or instrument which, in the opinion of University authorities, poses an unreasonable risk of damage or injury. Residents in possession of these items are subject to immediate eviction.

d. Directives of the State of California concerning energy conservation will be enforced. Utilities (electricity, gas, air conditioning and water) may be limited upon state directives.

## VI. Cancellation Prior to Fee Period\*

a. Licensee may request to cancel reservation for housing facility by giving written notice to University at least 30 days prior to the beginning of the fee period.

b. University may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards, with appropriate verification:

1. Change of student status.
2. Marriage.
3. Personal hardship.

See "Cancellation of License" for more information.

**\*Fee period begins the day the Suites/Classics/Apartments open.**

## VII. Cancellation after the Beginning of Fee Period\*

a. Licensee who requests to vacate the housing facility shall give at least 30 days written notice of intention to vacate and the reason therefore.

b. University may grant or deny a request to vacate submitted pursuant to subsection (a). The determination will be based on the following standards, with appropriate verification:

1. Change of student status.
2. Marriage.
3. Personal hardship.

See "Cancellation of License" for more information.

**\*Fee period begins the day the Suites/Classics/Apartments open.**

## VIII. Revocation of License Agreement

a. University may revoke the License Agreement upon the following conditions:

1. As a result of disciplinary action pursuant to sections 41301-4304 of Article 2 of Subchapter 4 of this Chapter, Title V, California Administrative Code.
2. Failure of Licensee to maintain status as a student at University.
3. Licensee's breach of any term or condition of this License Agreement, including failure to pay required fees.

4. Administrative necessity of University.

b. University shall provide Licensee not less than three days notice in the event of an occurrence described in subsections (1), (2), or (3) and not less than 14 days written notice in the event of an occurrence described in subsection (4), except in cases of emergency.

## **IX. Abandonment or Termination by Licensee**

Except as permitted in Section VI or VII of this License Agreement, termination of this License Agreement or abandonment of the premises by Licensee shall not release Licensee from paying any obligation due the University for so long as University does not terminate Licensee's right to an assigned bed space. In the event of termination or abandonment, Licensee shall have the right to be released from this agreement if a suitable replacement is found, pursuant to campus regulations and with consent of University, which consent shall not unreasonably be withheld.

## **X. Destruction or Unavailability**

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

## **XI. Megan's Law Disclosure**

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

## **Refunds**

University shall authorize refunds only as provided for in the Refunds section of this License. All refunds are

subject to a \$20 processing fee deducted by the SJSU Bursars Office.

## **XII. Vacating the Housing Facility**

Licensee shall vacate the housing facility on the expiration of the license period or upon revocation of this License Agreement, whichever occurs first.

## **XIII. Treatment of Indebtedness**

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

- a. Imposition of a late fee, in accordance with the fee schedule.
- b. Revocation of the License Agreement.
- c. Eviction.
- d. Withholding of University services pursuant to Section 42380, et. seq, Title V, California Administrative Code.

### **This includes:**

1. Withholding of meals and/or room related services/amenities.
  2. Withholding official transcripts.
  3. Denial of registration.
- e. Offset of paychecks, loans, grants or scholarships payable through the University, and/or income tax refunds or rebates.
  - f. Legal action to collect unpaid obligations.
  - g. Referral to a private collection agency.

## **XIV. Right of Entry**

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

## **XV. Insurance**

a. During the period covered by this License Agreement, Licensee is required to obtain health and accident insurance, on either an individual or group basis, with minimum coverage of \$2,000 in hospital benefits, \$150 in medical benefits, \$350 in surgical benefits and \$50 in emergency outpatient benefits per accident or sickness.

b. University has no insurance to cover the personal or property loss or damage of Licensee. Therefore, University highly recommends that Licensee obtain insurance, such as a renter's policy and auto insurance (if applicable).

c. Automobile Insurance. Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage). University Housing Services assumes no responsibility for damages to vehicles caused by leaks from pipes or from liquids seeping through floors or walls.

## **XVI. Visitors and Guests**

Licensee shall permit no visitors or guests to enter the housing facility except as permitted by the Housing Community Regulations and Standards. Visitors and guests are the responsibility of Licensee at all times.

Individuals are considered a non-resident of any building that they are not officially assigned to live in. Non-residents are not permitted to access any housing facility unless a resident escorts them. The exterior doors of all the residential halls are locked 24 hours a day. Visitors may contact a residence hall or apartment resident by calling from house phones that are located near the front and rear entrances of every hall or apartment building. Visitors are only permitted to enter a building with the escort of the host. Entrance by any other means is not permitted. Uninvited guests are not welcome in the residence halls. Permitting uninvited guests into these areas is in violation of UHS security policies.

## **XVII. Non waiver**

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

## **XVIII. Taxable Possessory Interest**

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

# Judicial Process

The purpose of the University Housing Services judicial system is to maintain University Housing Services standards by helping students to understand their responsibility for maintaining their residential community. The University Housing Service judicial system collaborates with the University Student Conduct process. The purpose of the Student Conduct process is to administer the Student Conduct Code in a manner that is consistent with the University's core values of fairness, honesty, and integrity.

**IF YOU HAVE ALLEGEDLY VIOLATED A POLICY STATED IN THIS LICENSE AGREEMENT BOOKLET THAT IS ALSO AN ALLEGED VIOLATION OF THE STUDENT CONDUCT CODE, YOUR CASE WILL BE ADJUDICATED BY THE OFFICE OF STUDENT CONDUCT AND ETHICAL DEVELOPMENT. YOU MAY VIEW THE STUDENT CONDUCT CODE AND STUDENT CONDUCT PROCESS AT:**

[http://www.sa.sjsu.edu/download/student\\_conduct/Student\\_Code\\_of\\_Conduct.pdf](http://www.sa.sjsu.edu/download/student_conduct/Student_Code_of_Conduct.pdf)

[http://www.sa.sjsu.edu/download/student\\_conduct/Executive\\_Order\\_970.pdf](http://www.sa.sjsu.edu/download/student_conduct/Executive_Order_970.pdf)

**IF YOU HAVE ALLEGEDLY VIOLATED A POLICY STATED IN THIS LICENSE AGREEMENT BOOKLET THAT IS NOT A VIOLATION OF THE STUDENT CONDUCT CODE, THE FOLLOWING WILL OCCUR:**

The Residential Life Staff will document the incident. You will then be required to meet with a UHS Staff Member or the Student Judicial Review Board. Communication for a hearing will occur through your email and/or campus mailbox. It is your responsibility to check your mail and respond to your hearing and all other judicial matters in a timely manner. You must be available when the hearing is called or the Hearing Officer(s) will only consider whatever written material has been provided. *(If you choose not to meet with the Hearing Officer(s) within the stated timeline, a decision may be made without your input. Furthermore, you waive your right to appeal.)* After an investigation, the Hearing Officer(s) will determine your responsibility for the violation(s) based on all available evidence. If found responsible in the University Housing Service judicial system, the Hearing Officer(s) may impose one or more of the sanctions listed below, as well as additional educational sanctions which may be appropriate. Within five working days of the time of the decision, you will be notified in writing regarding the outcome of your meeting.

## **THE UNIVERSITY HOUSING SERVICES SANCTIONS MAY INCLUDE ONE OR MORE OF THE FOLLOWING OUTCOMES:**

1. A written or verbal warning detailing the liability for continued or repeated violations.
2. Issuance of an educational sanction. If you choose not to complete the sanction, further action will be taken, including additional sanctions and a hold placed on your student record.
3. A written letter of probation stating that any further violation may lead to dismissal from the housing community.
4. Administrative relocation within the housing community.
5. A written letter of revocation of the Housing License for violations enumerated in the letter. Revocation of the Housing License means that you must move out of your campus residence on the date specified. You are not allowed to live in any University Housing facility as of that day, and you are not allowed to return in future years. Also, you are not allowed to return as a guest in any of the facilities. **You will still be responsible for the full amount owed in your Housing License Agreement for the academic year.**

Not completing sanctions may result in further disciplinary actions including, but limited to university record holds, further sanctions, and suspension from housing.

## **Appeal**

If the accused student is not in agreement with the decision made by a University Housing Services Hearing Officer(s), the student may appeal the decision. A completed appeal form and statement must be submitted in writing to the UHS Assistant Director, Educational Development (or his/her designee) within three (3) days after the date of the original sanction letter. Students must write and submit the appeal on their own behalf. Appeals written and submitted by an attorney will not be accepted. You may request an appeal form from a UHS Staff Member.

## **THE STUDENT WILL BE GRANTED AN APPEAL HEARING BASED UPON MEETING THE CRITERIA OF AT LEAST ONE OF THE FOLLOWING:**

1. New information.
2. Procedural rights violation.

3. Sanction dissimilar with similar cases.
4. Bias on the part of the decision maker(s).
5. Not accepting responsibility for the violation(s).

**IT IS FURTHER RECOMMENDED THAT THE STUDENT FOLLOW THE FOLLOWING GUIDELINES PRIOR TO APPEALING THEIR CASE:**

1. A listing of the incident(s) in question.
2. The reason you are appealing (see above).
3. Explanations of the circumstances you believe substantiate the reason for the appeal.
4. Information and people who could corroborate your reason for appeal. In addition, you should attach any written documentation to this form that corroborates your reason for appeal and sign the acknowledgement. If you have any questions about the appeal process, please contact the UHS Educational Development Coordinator or your Residential Life Coordinator.

If an appeals hearing is granted, the student will have an opportunity to state the reason for the appeal and provide detailed information that supports the appeal request. The student may have one non-lawyer individual present at the hearing who acts as advisor. The student may consult with the advisor during the hearing; however, this individual may not speak for the student during the hearing.

# Housing Community Regulations and Standards

The following regulations and standards shall prevail when the Annual Student Housing License Agreement is signed under the jurisdiction of the California State University.

## Access to University Housing Facilities & Key Policies

All residents are expected to comply with the following:

1. Residents are responsible for all keys and access or proximity cards issued to them and must carry their keys and access or proximity cards at all times.
2. Report lost or stolen keys or cards immediately to the Residential Life Coordinator or UHS Office. New keys/access cards will be issued (\$25 fee for card or \$75 fee for hard key) and the lost card will be deactivated. Lost keys can usually be replaced within two working days. Lost cards will be replaced within 1-2 hours of notification, during business hours. Cards reported lost after business hours will be replaced the following business day. Residents who have lost their access card and require housing staff to give them immediate access to their room or apartment will also be subject to a lock out fee according to the lock out fee policy
3. Residents are responsible for any damage to their key and/or card if it stops working.
4. Residents card and key are for their use only. Under no circumstances are keys permitted to be duplicated or loaned to other individuals.
5. Do not add or change any locks to your suite, apartment, or bedroom.
6. Do not hold gates or doors open for unknown people. All residents have a key and an access card.
7. Do not prop open any door or gate. Anyone caught doing so may have their license revoked, and will receive no refund of fees.
8. Keep the bedroom, suite, and apartment doors locked at all times.
9. Report all suspicious persons or activities to the University Police Department immediately at (408) 924-2222.

10. Use your door viewer to see who is there before opening the door.
11. Do not enter your assigned room prior to being issued a key.
12. Upon check-out, all appropriate keys and card must be returned to University Housing Services.
13. You may only use the UHS space assigned to you. UHS reserves the right to assign vacant space as needed.

## Abandoned Items

After a resident has moved out of the suite, apartment, or bedroom, an item is considered abandoned if it is left behind. Residents will have up to 18 days to claim their belongings (in writing) or University Housing Services staff will store and then dispose or sell abandoned items pursuant to California Civil Code. University Housing is not responsible for abandoned items. Residents who abandon items in their room, suite, or apartment will incur an improper checkout charge of \$50 and an additional packing, cleaning, and storage fee.

## Alcohol

California state law prohibits alcoholic beverages from being sold, furnished or given to any person under the age of 21.

The following describes the alcohol policy in detail:

1. A resident who is at least 21 years of age and elects to consume alcohol in University Housing may do so only if all those present in the room are over 21 years of age, including all roommates.
2. If at least one resident of a suite, room, or apartment is under 21 years of age, no alcohol is permitted in the common areas of that apartment, suite, or room. Alcohol may only be consumed or stored in the bedroom if all residents in that room are 21 years of age or older.
3. If all residents occupying a room, apartment, or suite are over 21 years of age, alcohol is permitted in the living space.
4. No possession, transportation (in plain view) or consumption of open containers of alcoholic beverages is permitted in building common or public areas by any person, regardless of age.
5. Kegs or other "common source" containers such as party balls or beverage coolers used as mixing units are not permitted in the residence halls.

6. No empty alcohol beverage containers may be kept in the room as decorations regardless of the age of the residents occupying the unit.

7. Residents of University Housing may transport unopened alcoholic beverage containers to their apartment or bedroom in a concealed bag.

Any alcohol found that violates the SJSU alcohol policy, regardless of the age of the owner, must be disposed of under the supervision of a University Housing staff member.

Please note that residents found in violation of alcohol policies are subject to criminal prosecution as well as University disciplinary proceedings through the Office of Student Conduct & Ethical Development.

## Bathroom

Restrooms in common areas that are designated either male or female may only be used by that gender. It is an expectation that each resident assist in maintaining sanitary bathroom conditions. Residents may not enter bathrooms when they are closed for cleaning and/or repairs.

## Check-in/Check-out

All residents of the Suites, Classics, and Academic Year Apartments are required to check into their assigned residence halls no later than 10:00 p.m. on Sunday, August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester.

All Year Round Apartment residents are required to check into their assigned apartment no later than 10:00 p.m. on Sunday, August 23, 2009 for Fall semester and no later than 10:00 p.m. on Monday, January 25, 2010 for Spring semester. Residents must notify their Residential Life Coordinator if they wish to check in after the deadline stated above. Call the UHS Office at (408) 795-5600 for further information.

**Licensees who fail to check in by times and dates stated above will be declared "no-shows," forfeit their requested spaces, and are liable for a Cancellation Fee plus pro-rated room and board fees. If there is no waiting list and the cancelled Licensee is still attending SJSU, Licensee will be charged for the entire license period.**

For the Fall semester, residents of the Suites and Classics are required to leave their halls within 24 hours after their last final exam or by 2:00 p.m., **December 17, 2009**, whichever is sooner. For the Spring semester, the Suites, Classics, and Academic Year Apartment residents are required to leave their halls within 24 hours after their last final exam or by 2:00 p.m., **May 26, 2010**, whichever is sooner. Failure to move and/or improper check-out charges of \$50 may also be assessed for failure to vacate by the stated deadline.

The Year Round Apartment residents are required to vacate their Apartments by 12:00 p.m., May 31, 2010. Fall graduates must check out by 2:00 p.m., December 17, 2010. Residents who are approved to cancel their Spring contract during the Fall semester must check out by 2:00 p.m. on Thursday, December 17, 2009. Failure to move and/or improper check-out charges may also be assessed for failure to vacate by the stated deadline.

For housing cancellations during the academic year, checkout must occur within 24 hours of a cancellation approval. Residents will be charged for rent through the day of official check-out as indicated on the Room/Apartment Inventory Form or the License Cancellation form, whichever is later.

**Resident must return keys/access cards and sign the Room/Apartment Inventory Form with an approved Residential Life staff member to properly check out.** Failure to properly check out will result in a \$50 improper check-out charge, removal of all personal property and possible storage charges and/ or may incur \$100 per day liquidated damage charges.

Residents transferring to a different room/hall/apartment must follow the proper check-out procedures and obtain UHS approval.

## Civil/Criminal Law

Residents are required to abide by all Federal, State, County, and local laws and ordinances. Violation of criminal or civil law in or outside of UHS facilities is basis for revocation of the housing License Agreement.

## Cleaning of Rooms/Suites/Apartments

Residents are responsible for regularly cleaning their rooms/suites/apartments. Under no circumstances are

trash cans or trash to be left in the hallways/corridors outside student rooms/suites/apartments. Failure to maintain living quarters to the expected minimum standard of cleanliness is a cause for revocation of the University Housing license.

## **Combustible Material Storage**

The storage of combustible materials (gasoline, paint thinner, propane, etc.) within the residential facility, including resident rooms/suites/apartments, is not permitted.

## **Common/Public Areas**

Common areas are defined as all facility areas that are not a part of the private confines of a resident's room/suite/apartment. Outside patios, hallways, stairwells, recreation rooms, study lounges, laundry rooms, room/suite/apartment doors, balconies, community room, and bedroom/suite/apartment windows facing out are considered to be common areas. If a door to a student room/suite/apartment is open, the room/suite/apartment is considered to be a common area. While UHS custodial services are provided to maintain common areas, it is an expectation that each resident will make reasonable efforts to keep common areas clean for everyone. Furnishings in building common areas are for use by all members of the community. Residents may not remove furniture from building common areas. Removal of any building common area furniture and/or furnishing may result in a \$100 fee and judicial actions will be taken.

## **Community Meetings**

Community meetings are held regularly to dispense information and answer questions for residents. Residents are responsible for all information that was provided at the meeting, whether the resident attended the meeting or not.

## **Computer Use**

Users of the Residential Network (ResNet) must abide by all computer policies for Housing, San José State University, Cenic, and all applicable state and federal laws. Housing and ResNet policies can be read at <http://795info.com/Conditions/index.htm>. All users of the network are responsible for reading these policies on a regular basis. Policies will be updated on the 1<sup>st</sup> of each month and changes or updates to the policy will be denoted on the appropriate pages.

## **Concealment of Violations**

Residents have a responsibility to take appropriate action, which includes, but is not limited to, informing a UHS Residential Life staff member if they become aware of any policy violations.

## **Cooking**

In the residence halls, cooking is limited to the general kitchen or kitchenette areas and is not permitted in bedrooms. Hot plates, electric frying pans, electric grills, portable stoves, toaster ovens, or other similar appliances are not allowed in the residence halls, SRO's or studio apartments. If there is a question regarding acceptability of an appliance, please see the Electrical Equipment section in these policies or the Residential Life Coordinator for approved appliances. Kitchens in the Apartments offer residents flexibility for meal preparation. For the safety of all in the community, residents must pay attention and use caution when cooking. Residents **MUST** keep kitchens clean for sanitation purposes (to avoid odors, ants, roaches, rodents, mold, etc.). Residents **MUST** appropriately ventilate the apartment while cooking to reduce the likelihood of smoke or odors entering the hallway. Under no circumstances are microwaves, stoves, and other similar appliances to be left unattended. Any damage done or inconvenience caused to the community (smoke alarms, fires, etc.) is the financial and judicial responsibility of the resident.

Kitchen equipment used for any other purpose than for cooking will be considered an abuse of the weapons policy and is subject to disciplinary action.

## **Cooperation with Staff Requests**

Residents and their guests are expected to comply with any reasonable request of a University staff member or authorized official. Such requests may include, but are not limited to, producing identification, key, or proximity card; reducing noise levels; disposing of alcoholic beverages; or leaving a location.

In addition, residents are expected to comply with any reasonable requests made by another UHS resident or a roommate. As a member of a community, the rights and compelling interests of the community outweigh those of the individuals.

## Damages

Each resident must give reasonable care to the room/suite/apartment, its furnishings, and common areas. Residents are expected to maintain sanitary and safe conditions acceptable to the university. Residents will pay for any damages to University Housing facilities (including damaged or missing furniture and appliances) willfully or negligently caused by themselves or their guest(s). If damage in common areas (hallways, elevators, etc.) cannot be traced to a specific individual or group, but was in substantial part caused by individuals, groups, or invited guests acting from within the residence community, the Licensees of the hall or complex will be charged collectively. Residents may also be referred to the UHS judicial system.

When residents occupy the same room/suite/apartment and responsibility for damages or loss in the room cannot be determined by UHS, the cost of damages or loss will be divided and assessed equally amongst the residents. Any malicious damage to the buildings, grounds, or other facilities is prohibited.

To avoid unnecessary or inaccurate damage charges, residents should thoroughly review the Room/Apartment Inventory Form upon check-in. If there is disagreement with the initial assessment of the room's condition, residents must note as such on the Room/Apartment Inventory Form and meet with the Residential Life staff within five working days of check-in to have the Room/Apartment Inventory Form amended.

When moving out of their room, residents must properly checkout by completing a checkout inventory sheet with a UHS staff member. The condition of the room at checkout will be compared to the condition at check-in. Charges are assessed from this comparison and from any cleaning beyond normal use; however, UHS reserves the right to perform a final inspection and additional charges may be added. If a resident fails to checkout with a staff member, or fails to checkout properly, you may be charged an improper checkout fee of \$50. Please read the back of the inventory check-in sheet provided at check-in for more information.

Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own.

Damages to common areas (hallways, lounges, bathrooms, etc.) will be charged to all residents of a particular wing, floor, or living area unless it can be determined specifically who is responsible.

## Decorating and Renovating Room Structure, Furnishings, or Grounds

Any personal items or furniture brought into the room/suite/apartment must be removed upon checkout.

University furniture is to remain in the room/suite/apartment at all times. University Housing cannot store university furniture to make room for personal items or furniture.

Do not make holes in walls. To hang something on a painted surface, use a product that is approved to prevent damage. (Contact University Housing for product recommendations). Nails, tacks, non-approved adhesives, tape, and stickers are not to be affixed to University property. Painting and spray painting is not permitted in the Housing facilities or on Housing grounds except by authorized personnel.

Elevated beds must be returned to their original position.

Any form of bed/furniture elevation that involves non-University Housing furniture, or attachments to University Housing furniture is considered a loft and not permitted.

Tapestries, flags, and burlap burn rapidly. If hung from a wall or ceiling, they can feed a fire. It is prohibited to hang such materials from the ceiling. These decorations may be affixed to the wall if they have been treated with a fire retardant and are so labeled.

Due to state fire codes, message boards and nameplates are not permitted on the exterior of the apartment/suite/room door.

Holiday decorations such as artificial trees are permitted in the Apartments, but not bedrooms and MUST be approved by the Residential Life Coordinator. Lights should be used only when a resident is in the apartment. All lights/cords must be in good condition and be UL certified. Doors and windows may be decorated within the unit as long as the decorations do not cause damage or a safety hazard. All decorations visible to the public must be acceptable for public display, with due consideration given to the diverse population of the residential community. All trees, holiday decorations, and window

decorations must be removed within seven days of the holiday.

No candles or open flames may be used.

The community grounds are maintained by the University. Residents shall not erect fences, cultivate plants, or make other changes to the grounds. All decorations must be confined to the interior of the unit door. At no time can anything be in the corridors.

Residents who are offended by materials posted in common areas are to consult with their Residential Life Coordinator immediately.

## Disruptive Behavior/Disorderly Conduct

Any conduct that disrupts the normal order of the community is considered disorderly and is prohibited. Residents are responsible for their actions as well as the actions of their guests while in any UHS facility or on UHS grounds.

## Drugs

The possession, use, distribution, sale, or manufacture of illegal drugs/narcotics is prohibited by State law and University policy. Such drug activities are not permitted and will not be tolerated in UHS facilities. For University Housing judicial purposes, the smell of marijuana in addition to the presence of other evidence that supports the use of marijuana may be sufficient enough to revoke a resident's License Agreement. Revocation of the License Agreement may also result if the sale or inappropriate usage of prescription drugs is found. Residents whose licenses are revoked must move out of their assigned space within 72 hours of receipt of sanction. In these instances, all housing fees are NON-REFUNDABLE.

Please note that residents are subject to criminal prosecution as well as University disciplinary proceedings through the Office of Student Conduct & Ethical Development.

## Electrical Equipment

UHS facilities have limits on their electrical systems. Overloading the circuits can result in tripped circuit breakers and present a fire hazard. The following guidelines apply to the use of electrical apparatus:

1. Items with exposed heating elements are prohibited. This includes, but is not limited to, space heaters, sun

lamps, immersion heaters, and hot plates. Microwaves are allowed, but the wattage must not exceed 900 watts.

2. Refrigerators for private bedrooms are permitted, provided they do not exceed: 4.4 total cubic feet.

3. Appliances such as stereos, radios, desk lamps, computers, TV's, VCR's, DVD players, sealed-component coffee makers, hair dryers, other electrical hair implements, answering machines, and electric blankets are permitted. In the Apartments, cooking appliances such as crock pots, toasters, toaster ovens, rice steamers, electric grills, and electric frying pans are permitted. These appliances must not overload the system. These appliances must be directly attached to grounded outlets.

4. Privately owned air conditioners are not permitted. Window fans are discouraged and should never be used unless a resident is present.

5. Surge suppressor-equipped, UL approved power cords are highly recommended for computer systems and other valuable electrical equipment. Such cords have their own circuit breaker. Do not rely on the integrity of the electrical system of the building to protect your computer equipment.

6. Surge protectors also allow more flexibility for extensions. Extension cords or stringing surge protectors together in a series are prohibited.

7. International appliances should use electrical converters.

8. Irons must be used with ironing boards only and should never be left unattended.

9. Cooking is limited to the general kitchen or kitchenette area and is not permitted in the bedroom.

10. Multiple outlet plugs that insert into an outlet are not permitted.

11. The placement of any material in or around the provided lighting is prohibited. The removal of lights, alteration of the fixtures and the replacement of institutional light bulbs with colored light bulbs are also against UHS policy.

12. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living.

Any damage caused by personal electrical equipment or misuse of the electrical system is the financial responsibility of the resident, including damage of any kind (fire, water, etc.) to the facility and/or other

residents' personal belongings. Violations of these guidelines may result in immediate license revocation.

## Elevators

Tampering with, misusing, or vandalizing elevators is prohibited. This includes, but is not limited to, forcing doors open, unnecessary use of alarms/emergency phones, accessing elevator controls or control room, and entering the elevator shaft or exterior of an elevator.

## Energy Conservation

UHS strongly encourages each resident to avoid any practice that may harm or hinder the State of California's efforts to conserve energy. Each resident is asked to do his/her part in conserving energy within his or her living space (including turning room lights and appliances off when not in use and/or use of Energy Star appliances). Excessive utility charges will be equally assessed among all occupants of the unit. Utility bills will be assessed approximately one month after the actual usage.

Directives of the State of California concerning energy conservation will be enforced. Utilities such as electricity, gas, water, and air conditioning may be limited upon state directives.

## Fire Safety

### 1. Combustible Material Storage:

The storage of combustible materials (gasoline, paint thinner, wax etc.) within the residential facility, including resident rooms/apartments, is not permitted.

### 2. Fire Alarm/Drill:

All residents and guests must evacuate a residential facility immediately when the fire alarm sounds. Those who do not evacuate are in violation of University policy and State fire code and may result in a ticket from UPD or the San Jose Fire Department and/or being referred to the UHS judicial system.

### 3. Fire Safety Equipment:

Residents are responsible for familiarizing themselves with the evacuation instructions located on the inside of their room/suite/apartment door. If the instructions are missing or illegible, the Residential Life Coordinator should be contacted immediately to have a new one installed. Residents are required to initial that they have been shown the evacuation instructions on the Room/Apartment Inventory Form at check-in.

The following misuses of fire safety equipment are considered violations of policy: pulling fire alarms or fire

alarm covers when no fire exists, blocking or propping fire doors, blocking fire stairs, tampering with smoke detectors, misuse or tampering with the Evacutrac Chair, tampering with alarm horns or bells, misuse or tampering with sprinkler system heads (including, but not limited to, hanging items from sprinkler heads), tampering with fire exit signs, and tampering or improper use of fire extinguishers or fire hoses. Note that each residence hall room contains a smoke detector and each apartment/suite contains a smoke detector and fire extinguisher for residents' safety. Contact the Residential Life Coordinator for additional information about fire safety or if any of your unit's fire safety equipment appears to be malfunctioning.

### 4. Open Flame:

No open flames are permitted in the residence halls or within housing property outside of designated areas without official UHS approval. This includes, but is not limited to candles, incense, smoking, and the burning of any materials or other flame-emitted articles. Prior written approval must be obtained from the Residential Life Coordinator if this policy is incongruent with religious, cultural, or spiritual beliefs.

### 5. Portable Heaters:

The utilization of portable heaters in the residence halls is not permitted, with the exception of areas that do not have permanent heating units.

### 6. Halogen Lamps:

Halogen lamps/lighting, are not permitted.

### 7. Doors:

All unit doors are to be kept closed at all times due to the integrity of the rated corridors. At no time are the doors to be propped open or left ajar.

## False Information

Intentionally giving false information to any designated University official or to the University is prohibited. Such behavior will be referred to the UHS judicial system and/or the Office of Student Conduct and Ethical Development.

## Guests/Visitation

Residents are considered the hosts of their guests and, as such, must accompany their guests at all times while in UHS facilities. Any problems created by a guest are the responsibility of the sponsoring resident. Residents are expected to inform their guests of all University Housing and San José State University policies, and will be held

judicially and financially accountable for their guests' actions.

Guests are expected to use the courtesy phones located at each building's front entrance to call their host resident to gain entry into the facilities. All guests, regardless of their relationship to the resident (parents, siblings, etc.), must comply with this policy. Unescorted individuals found in UHS facilities will be escorted off UHS property and/or be cited by University Police for criminal trespass.

University Housing Services allows 24-hour visitation for guests, but does not permit cohabitation. Residents may have overnight guests stay in their room for up to three nights within a seven-night period and for up to 15 nights total per semester. Residents in violation of this policy may be subject to cost recovery and other fines in addition to disciplinary action. All roommates must be consulted and agree to guest visitation. Although any guest can be denied permission to stay by a roommate, roommates should consider allowing reasonable accommodation to guests in promotion of a harmonious living environment.

Residents who deny their roommates permission to have a guest should have specific reasons why the guest has been denied permission to visit. Guests may not sleep in building lounges or public areas.

Residents shall not sublet their apartment/residence hall space or assign any of their rights pursuant to the License Agreement.

UHS student facilities (excluding Campus Village A) are single-person housing units and do not provide family living or accommodations for children or spouses. For the comfort of roommates, younger children should not stay overnight in UHS facilities. All specific guest regulations are to be determined and mutually agreed upon by the roommates within each room/suite/ apartment. If consensus cannot be met independently, the Resident Advisor may create a written agreement with the roommates, which is binding and judicially enforceable.

Additional restrictions may apply during certain times of the year when heightened security is necessary to protect the

UHS facilities and its residents which can include citywide events or campus events that greatly affect the UHS facilities and surrounding area and events which create crowd control concerns. All residents are expected to

comply with temporary policy additions during these times.

Roommate/guests concerns should be taken to your Residential Life Staff member. They can assist with many conflicts.

## Harassment and/or Assault

UHS is a diverse community comprised of a myriad of cultures, lifestyles, thoughts, and perspectives. In order to maintain a comfortable environment that both respects and celebrates this diversity, harassment of any kind will not be tolerated. Any form of activity, whether covert or overt, that creates a significantly uncomfortable, threatening, or harassing environment for any UHS resident or guest will be handled judicially and may be grounds for immediate disciplinary action, revocation of the Housing License Agreement, and criminal prosecution. The conduct does not have to be intended to harass. The conduct is evaluated from the complainant's perspective. It is not uncommon for offenders to be completely unaware of how their actions are being perceived. Such activities would include, but are not limited to: physical actions, verbal remarks, ethnic slurs, fighting words, threatening or harassing notes or postings (including electronic communications), publicly telling offensive jokes, and repetitively making unwanted advances/conversation toward any person whether sexual or otherwise. Practical jokes and pranks or other such disruptions are prohibited in the campus community.

A. Physical Harassment/Assault – According to the University Police Department's Safety 101 Handbook, physical harassment/assault is "any act of physical intimidation or physical harassment, physical force or physical violence, or the threat of physical force or physical violence, that is directed against any person or group of persons." This may include, but is not limited to: unnecessary and/or inappropriate touching, pinching, using suggestive gestures or body language, or blocking someone's path.

B. Sexual Harassment/Assault – CSU policy, which also applies to visitors and guests, defines sexual harassment to include "such behavior as sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature directed towards an employee, student, or applicant when one or more of the following circumstances are present:

1. The conduct has the purpose or effect of interfering with an employee's work performance or creating an intimidating, hostile,

offensive, or otherwise adverse working environment.

2. The conduct has the purpose or effect of interfering with a student's academic performance, creating an intimidating, hostile, offensive or otherwise adverse learning environment.

C. Verbal Harassment/Assault – Verbal harassment is verbal behavior, either in words or gestures, which dominates, controls, or does another person harm. Verbal harassment occurs when unwelcome speech or conduct is so severe, persistent, or pervasive that it interferes with an employee's work performance or a student's ability to participate in or benefit from an educational activity or program, or creates an intimidating, hostile or offensive working, living, or educational environment.

## Health and Safety Inspections

An inspection of each living environment will regularly occur to assume positive health and safety conditions. Corrections of health and safety violations requested by UHS staff must be completed within 48 hours of the inspection and notification.

Vacuums are available from Residential Life Staff. Residents are expected to give reasonable care to their rooms and furnishings, maintaining sanitary conditions acceptable to the University.

## Identification

Residents and guests must carry identification at all times while in the residence halls or on apartment property. Upon request by a University Housing Services staff member, residents and guests must produce an ID, preferably a SJSU Tower Card.

## License Violations

Residents who are believed to be in violation of one or more policies may be referred by Residential Life staff to the UHS Student Judicial Process, Office of Student Conduct & Ethical Development, University Police Department, or any combination of the three for appropriate action. The referral process for such action is outlined in the Community Living Handbook, which is available upon check-in. The judicial system ensures a resident's right to due process throughout the proceedings. Questions about judicial referrals should be directed to UHS staff.

## Lockouts

If a resident is locked out of his/her room, the resident will be assisted within a time frame that is reasonably possible, but must be prepared to wait for available staff. The Office Assistants and Facilities staff do not have access to individual room/suite/apartment keys.

If the lockout occurs between 8:00 a.m. and 4:00 p.m. the resident may request help at the UHS Front desk located on the 2<sup>nd</sup> floor of CVB. From 4 p.m. to 7:00 p.m. residents should request help at the West Desk located on the 2<sup>nd</sup> floor of Joe West Hall. Between the hours of 7:00 p.m. and 8:00 a.m., the resident may contact the Resident Advisor who is on call in the building in which they live. The first lock-out is complimentary; for the subsequent lock-outs, the second will cost \$15, the third will cost \$30, and the fourth will cost \$60. Additionally, on the fourth lock-out the incident will be documented and the resident will be referred to the Residential Life Coordinator for judicial action.

## Motor Vehicles

Motorcycles, mopeds, or other gasoline-powered vehicles are not to be stored in or around the residence halls/apartments, building entrances, patios, or courtyards. All such vehicles must be parked in designated areas and have an appropriate permit from the SJSU Parking Office or the University Housing Services parking garage.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage).

## Odors

The effects of smoke, fumes, and odors must be confined to individual rooms, suites, or apartments. Residents must appropriately ventilate the apartment while cooking by opening windows and using appropriate ventilation equipment. Residents are not to prop their apartment/room doors to air out their rooms, especially when cooking.

The use of incense, candles, or other strong odor-producing products is prohibited. The choice of scented air fresheners or cleaning products should be discussed among roommates to ensure no one is allergic or offended by the scent.

Reasonable personal hygiene is expected of all UHS residents.

## Parking at Campus Village

A limited number of permit-required parking spaces are available at the Campus Village Parking Garage. Campus Village parking permits are available to residents of Campus Village only – the Faculty/Staff/Grad building (CVA); the Apartments (CVB); the Suites (CVC).

Permits are issued on a first applied, first assigned basis. To apply for a Campus Village parking permit, applicants must complete and submit an original Parking Permit Request form. All requests received after Campus Village spaces have been filled will be placed on a waiting list. Notification of status (approved or wait list placement) will be sent via the MyJSU messaging system.

Any vehicle parked in the Garage without a valid permit will be subject to citation by UPD and may be towed at owner's expense. Parking permits are not transferable. Residents' access card will allow access into the assigned residential building and the UHS parking garage.

Vehicles must be parked inside the white lines of the designated stall. Park only in designated locations as allowed by the parking space, parking in red zones is not permitted. Vehicles parked in disabled spaces without a valid disabled permit will be towed. There are a number of spaces designated for CVA permits only. Residents must have a CVA permit to park in these spaces or risk being cited. Vehicle ID (plate number, make, model, color) will be provided to University Police Department, should any information change, changes must be submitted to the UHS office promptly to avoid a citation.

Parking permits should be affixed to the lower left-hand corner of the driver's side windshield. This permit is a

“static” sticker and can easily be removed. Guard your permit against theft as there is a \$25 replacement fee for lost or stolen permits. Parking permits are non transferable and may not be used by anyone other than the authorized resident.

The parking gates are equipped with an “Anti-Pass Back” feature, which enables a car to enter and exit in sequence only. If a resident comes in, they must exit. The entrance and exit gates will not function without an automobile on the sensors. This function is to prevent unauthorized automobiles in the parking garage. Residents who allow others access into and out of the Campus Village parking garage with their access card are in violation of the Anti-Pass Back policy and will be subject to fees and judicial action.

The first violation of the Anti-Pass Back policy will result in a \$50 fee. The second violation will result in a \$100 fee and documentation resulting in judicial action. Residents who violate the Anti-Pass Back policy a third time will be fined \$150 and will have parking privileges revoked for the remainder of the academic year.

If a resident has requested and been assigned a permit and no longer requires a space in the Campus Village parking garage, the UHS office must be notified via a written cancellation request. Residents who request to cancel parking will be charged a 30 day pro-rated parking amount. Resident accounts will be charged for the parking permit whether or not it has been picked up unless a formal cancellation request has been received.

Residents who become delinquent will have parking access privileges revoked. No refunds will be issued for denial of access.

At no time is there to be storage of any inoperable vehicle in the Campus Village parking garage. All vehicles parked in the garage must also be free of all types of fluid leaks. If the vehicle leaks, the owner will be held liable for any cleanup of the garage floor.

Violation of these policies will result in judicial action and may lead to the revocation of parking privileges. Refer to the Community Living Handbook for further information regarding UHS rules and regulations and the judicial process.

Licensee agrees to accept financial responsibility for any loss or damage to personal property or personal vehicle

belonging to Licensee and their guests and invitees that may be parked in the Campus Village parking garage, caused by theft, fire, vandalism or any other cause. University Housing Services assumes no liability for any such loss. It is suggested that Licensee obtain and maintain throughout the term of the license a policy of automobile insurance from a recognized insurance firm, covering Licensee's liability and personal property damage (if Licensee utilizes the Campus Village parking garage).

## Parties

A party is defined as a gathering in a UHS facility at which there are between six to ten people in the Classics residence halls; between ten to sixteen people in the Apartments; and between sixteen to twenty-four people in the Suites. Parties with over ten people in the Classics residence halls; sixteen people in the Apartments; and twenty-four people in the Suites are prohibited.

Parties are prohibited on days preceding class days. Parties must be held in compliance with all state laws and University policies. Parties are absolutely prohibited when 24-hour Quiet hours are in effect.

## Personal Property

The University is not liable, directly or indirectly, for the personal property of residents and guests due to loss by theft, damage by fire, damage by water, or any other cause.

Residents are encouraged to purchase personal insurance, such as a renter's policy, to cover such incidents. To secure personal property, residents are urged to keep bedroom, suite, and apartment doors locked at all times.

## Pets

The health and safety of residents is important to the community. Due to concerns for health, safety, sanitation, noise, and humane treatment the only pets permitted in Residential Life facilities include fish, aquatic turtles, and small crustaceans that are not dangerous or harmful and/or prohibited by state or federal laws. Pet ownership is a privilege and not a right. Prior to bringing a pet into the residential community, residents must obtain roommate(s) agreement. Pets must be retained in fresh water aquariums that may not exceed 10 gallons in size. Pets and their environment must be properly cared for and maintained. Failure to follow the pet policy may result in your pet privileges being revoked and/or judicial action being taken.

## Posting Policy

According to the Presidential Directive 01-01 Time, Place, and Manner, posting of material is permissible only on approved kiosks and bulletin boards and is subject to regulations. Posting on trees, lampposts, phones, benches, buildings, or any other permanent structure not specifically designated for posting is prohibited. Self-standing signs, etc., are prohibited, as is the distribution of any materials by placing on unoccupied automobiles. The complete Time, Place, and Manner document may be found at the San José State University Police Department.

The Director of University Housing Services or his/her designee(s) must approve any postings found within University Housing facilities. Postings must adhere to the UHS Posting and Distribution Policy. For a copy of this policy, please see the Housing Office. This policy does not apply to University Housing staff, hall government, or RHA postings.

Only University Housing staff, hall government, or the RHA may post on the floors of UHS facilities. Any posting violations will be removed, and people found posting illegally may be sanctioned.

Private gatherings in UHS facilities MAY NOT be advertised to the public.

It is the responsibility of residents to read all postings. Residents will be held responsible for posted information.

## Quiet and Courtesy Hours

As a part of San José State University, UHS is an extension of the academic environment that exists on campus. To support this living and learning environment, the following quiet hours are enforced:

Sunday-Thursday 10:00 p.m. - 8:00 a.m.  
Friday and Saturday 12:00 a.m. - 10:00 a.m.

Quiet hours are extended to 24 hours during final exams. During quiet hours, noise should not be heard between the Apartments, between bedrooms, or between the common areas and the bedrooms - to the extent that is humanly possible, given the community design of the facilities. Quiet hours apply to the entire complex, including the grounds.

During quiet hours, noise, conversations, or music from the grounds should not be heard by residents or disturb residents in their bedrooms or apartment.

Courtesy Hours are in effect 24 hours a day, seven days a week. During these times, students may play their music and talk in the hallways. However, any resident may request that another resident or group of residents cease any activity, which is interfering with their ability to study, rest, or enjoy the community. At these times, academic and health considerations are the priority. During courtesy times, noise should not travel beyond one's neighboring the Apartments.

Audible amplification (electrical or otherwise) of any musical instrument is not permitted within the residence halls or the Apartments. Headphones are recommended when using equipment that may be disruptive to others. With the exception of UHS-sponsored or approved events, noise, or music, activities on UHS grounds should not be so loud as to disrupt other residents. Music should not be played at a level where it disturbs other residents. Stereo equipment and speakers are expected to be of a size and power that are appropriate for high-density community living. University Housing staff may request that stereos or other devices that pose a repeated disruption be removed from UHS facilities.

Within an apartment, or on a floor, residents may agree to extend quiet hours. Floors that choose to designate extended quiet hours must post these hours clearly in the lobby of that floor.

Residents are expected to communicate with their neighbors and confront unacceptable noise behavior prior to contacting a Residential Life staff member to address the violation. When a reasonable request is made in one of these situations, a resident must comply or face possible judicial action. If personal attempts do not resolve a noise issue, please consult with a Resident Advisor.

## Right of Entry

University Housing staff shall reserve the right to enter the premises occupied by residents for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any other lawful purpose. UHS shall exercise these rights reasonably and with respect for each resident's right to be free from unreasonable searches and intrusion into study or privacy.

## Recreational Equipment/Sports

Riding a bicycle, scooter, skateboarding, rollerblading, playing ball or Frisbee, or playing any other sports is prohibited inside University Housing facilities.

Recreation/sports equipment may be carried through a residence building to a bedroom/suite/apartment.

No person shall operate a scooter, skateboard, bicycle, roller skates, or roller blades in University Housing parking lots, parking structures, on the plaza, or on other property of the complex. See Presidential Directive 90-01 for further explanation

(<http://www.sjsu.edu/president/directives/>).

Frisbee, catch, and other such low-impact/low-risk games are permitted in outside area as designated by University Housing Services staff.

Bicycles may be stored in designated storage racks, the Apartments, suites, or rooms. They cannot be stored in stairwells, under trees, or on the hall grounds or other common areas. Bicycles found in these areas will have a padlock placed on them or will be moved by UHS. There is a \$50 fee to have the padlock removed. Locked storage cages are available by completing a bicycle enclosure registration card.

## Recycling

Recycling is encouraged if it is part of a UHS-organized and approved program.

The placement of any approved recycling materials (paper, bottles, cans, etc.) outside of UHS designated areas is not permitted. Only materials designated for recycling may be left in these areas. Do not place trash in recycling containers.

Please see a Residential Life staff member for further clarification or to find out how to get involved with the recycling programs.

## Relations

Any resident who demonstrates an inability to live in a group setting will be asked to leave the residence hall/apartment, denied access to the residence halls until Counseling Services has assessed their ability to live in the residence halls, and/or required to commit to a behavior contract as prescribed by a UHS staff member. UHS reserves the right to remove any individual exhibiting behavior deemed by the UHS staff as a threat to themselves or to the community.

## Room and Roommate Changes

UHS assigns rooms and roommates. Unfortunately, it is not always possible to give everyone his or her first choice. The UHS staff reserves the right to make assignments and changes as necessary. No room or roommate changes may occur during the first two weeks of each semester. No room or roommate changes may occur without UHS staff approval. Failure to follow room and roommate change procedures may result in disciplinary action.

To assist in the communication process, the creation of a roommate agreement for each room/suite/apartment is required. The RA will bring a form to the resident during the first week of class or whenever they request.

Agreements must be completed by September 30. If residents move at any other time, agreements will be expected within one week of the change. The agreements will be kept on file with the Residential Life Coordinators.

UHS staff is available to assist residents with issues that may arise, but are not intended to solve the problems for residents. Residents are expected to communicate openly and honestly with one another and make a genuine effort to resolve their own issues before going to the RA. If the residents and RA cannot resolve the situation, the residents will be referred to the Assistant Residential Life Coordinator or Residential Life Coordinator. If residents would like to change rooms, UHS encourages them to find another resident willing to change rooms with him/her or a vacancy that he/she would prefer. The Residential Life Coordinator can assist in the identification of vacancies. Once an available room is identified or another resident is willing to change rooms, residents need to obtain approval from their Residential Life Coordinator(s). The residents involved will then need to complete additional paperwork and will be issued access to their new assignment. The access to the previous room/suite/apartment will end within 48 hours. Residents will need to check out between 7:00 p.m. and 10:00 p.m. at the courtesy desk located in their resident hall to complete their Inventory and the checkout process. The resident is responsible for any charges that may be assessed for the new occupancy type. If the resident has an upgraded IT amenities package, these services will be discontinued in the current room on the effective date of the room change and it may take up to 48 business hours for the upgraded services to be connected in the new room.

There is no charge for properly completed room changes.

## Roofs

Residents are not permitted on the roofs of any residential facility. Retrieval of articles from any roof must be done by authorized UHS staff.

## Security/Door Propping

Residents receive keys and an access card that open their bedroom doors and the entrance doors. Residents are encouraged to lock their bedroom/unit doors at all times and to not hold the entrance/exit gates open for unknown persons. If a resident lives in a UHS facility, they have an access card for entrance into the building.

A resident MUST NOT prop any door at anytime due to fire, theft, and other safety concerns. Propped doors allow uninvited people to enter UHS facilities and breach the safety of each resident's person and property. Doors are also fire rated for 1 hour and keeping them closed is essential in preventing the spread of fires. For some of the entrance doors, an alarm will sound if the door is held open for more than 30 seconds. Please be aware of this and keep doors closed so as to not disturb other residents in the community. Doors found propped should be unpropped and reported to the RA on duty or the Courtesy Desk immediately.

## Smoking

In accordance with Executive Order W-42-93 issued by the Governor of California in February 1993 and S03-6 signed by the University President on May 15, 2003, all smoking in state-owned buildings and leased space, including all residence facilities, student apartments, student rooms, patios, and stairwells is prohibited. Residents who do smoke must do so outside of the housing facilities - at least 25 feet away from doorways, stairs, and ground level air intake structures. Smoking is not permitted on balconies, including the walkway between Joe West and the Dining Commons.

Residents who do smoke within UHS housing facilities are in violation of the License Agreement and are subject to judicial action and/or revocation of their license.

## Solicitation/Sales/Advertising/Deliveries

As part of the greater San José State University campus community, the UHS encourages individuals or organizations wishing to sell, solicit, or advertise products

or services to do so through the avenues provided by Student Union, Inc., stipulated in Presidential Directive 01-01 *Time, Place, and Manner*. As SJSU students, all UHS residents may take advantage of marketing opportunities while on campus. However, solicitation, sales, and advertising either verbal or printed are not permitted in UHS facilities, except by authorized vendors and University Housing staff, and as permitted by the UHS posting policy. This includes, but is not limited to, the residential areas, the plaza, and University Housing grounds. Authorized vendors must have written permission in hand from the Director of University Housing or designee. No door-to-door solicitation is permitted, although UHS programs sponsored by University Housing staff, RHA or hall governments or approved residential organizations may be promoted door-to-door.

Residents are not permitted to operate a private business on any area of University Housing property or use the campus mailing address, Ethernet connection, or telephone for that purpose.

All advertising must comply with the UHS posting policy, which you may find at the main housing office. Any requests for exceptions must be submitted in writing to the University Housing Office. All vendors, product, and service deliveries (FedEx, etc.) requested by residents must be made in compliance with UHS security, and through the Mail Room or Courtesy Desk. Packages received by the Courtesy Desk or Mail Room will be available for pick-up during designated operating hours. Packages not claimed within seven days of initial notification will be returned to sender.

## Storage

Storage is limited to the closets located in resident rooms. The storage of any materials (boxes, furniture, etc.) in common areas of the residential facilities is not permitted. UHS does not provide storage facilities for campus residents.

## Trash Removal

Residents are responsible for disposing of their individual room/suite/apartment trash to the UHS-designated areas. Residents may not place individual room trash in restrooms or common area trash cans. Residents are not allowed to dispose of large items, furniture, boxes, mattresses, electronic devices etc. in the trash rooms. Residents are responsible for disposing of these items on their own. Additionally, residents may not remove

common area/trash room trash cans from their original locations. Removal of common area trash cans may result in a replacement fee.

## Unauthorized Use of Facilities

Residents are not allowed to sit on the window ledge or balcony ledge of any residence facility window. Storage of any materials on window ledges/balconies is not permitted.

Residents shall not alter the structure of these areas.

Objects thrown from windows of buildings can cause severe damage; therefore, **nothing** may ever be thrown or hung/suspended from a window or set on a window ledge.

Residents who permit any item (liquid or solid) to fall, drop, or be thrown from any residence facility window will be in violation of UHS policy.

Screens are not to be opened or removed. Residents will be charged if screens are removed or missing. Window screen stoppers are not to be removed or tampered with. Residents will be charged if stoppers are removed or missing. Residents are prohibited from climbing in or out of a window except in case of fire.

Window displays that can be viewed from the exterior of the building are not permitted. (For exceptions, see *Decorating/Renovating: Holiday Decorations*). Even in high-rise buildings, people on the ground can see into windows, and residents within the UHS community can easily view activities occurring in other rooms within UHS facilities. Be mindful to keep window coverings closed when you desire privacy. It is expected that residents will display appropriate discretion with public displays while living in University Housing.

## Unauthorized Entry

Residents are not allowed in any other bedroom, suite, or apartment unless invited by the official occupant of that specific bedroom, suite, or apartment. Residents are not permitted in attics or mechanical rooms, on the roofs, or ledges of any property of University Housing Services.

## University Policies (Student Conduct Code)

Residents are required to abide by all university policies as outlined in the SJSU Catalogue (available at the Spartan Bookstore or on the SJSU website). See the catalogue for specific policy numbers.

## Waterbeds

Waterbeds are not permitted in any UHS facility.

## Weights/Exercise Equipment

Weight lifting equipment is permitted in the apartments, suites, or rooms only if the total weight of any freestanding item does not exceed 25 lbs. Weight or exercise equipment may not be attached to the ceilings, doors, walls, and/or any structure within UHS facilities.

## Weapons/Dangerous Items

Possession of weapons and explosives, including, but not limited to fireworks, firearms, live ammunition, BB guns, paintball guns, air pellet guns, toxic substances, highly flammable substances, and any knife having a blade longer than five inches is prohibited from use or storage in the residence halls. Possession of these items may result in revocation of the License Agreement.

# Payment Information

## Fee Period

### Academic Year: THE CLASSICS , SUITES and ACADEMIC YEAR APARTMENTS

The academic year Classics, Suites or apartment resident is responsible for payment of fees for the period of August 22, 2009 through May 26, 2010 (excluding the Winter Break period for the Classis and Suites). The Spring semester only resident is responsible for payment of fees from the period of January 24, 2010 through May 26, 2010.

### Year Round: THE APARTMENTS

The Year Round Apartment resident is responsible for payment of fees for the period of August 7, 2009 through May 31, 2010. The Spring semester-only year round apartment resident is responsible for payment of fees from the period of January 1, 2010 through May 31, 2010.

### SUMMER FEE

The Summer apartment resident who is also a 2010/2011 resident is responsible for payment of fees for the period of May 31, 2010 through August 7, 2010.

The Summer apartment resident who is not a 2010/2011 resident is responsible for payment of fees for the period of May 31, 2010 through July 24, 2010.

### SPRING SEMESTER CANCELLATION

If Licensee does not intend to be a SJSU student during the Spring semester, the UHS office should be notified in

writing by October 15, 2009. See the Cancellation of License section for more information.

### INTERSESSION FEE

There is an additional fee for Winter Break housing in the Classics and Suites, December 17, 2009 through January 24, 2010. Residents wishing to reside in Intersession Housing during Winter Break must make arrangements through the UHS Office. The Licensee must submit a Break Period Addendum and payment by December 1, 2010.

## Payment Schedules and Amounts

### PAYMENT SCHEDULES

There are three payment schedules to choose from: Annual, Semester, and Installment Payment Plan (IPP). The Payment schedules are listed in detail [online](#).

### APPLICATION FEE

A non-refundable application fee of \$50 is required when submitting an application for. This fee is charged to cover the administrative cost of processing the rental application for a campus housing facility. No applications will be processed without pre-payment of this fee.

### INSTALLMENT FEE

Residents choosing the Installment Payment Plan (IPP) payment option will be charged a mandatory \$40 annual installment fee (\$20 for Spring semester only residents.) This fee will be assessed to the student account when the IPP is selected on my.sjsu.edu.

In addition, if a resident is granted a payment deferral or housing extension for any reason, an installment fee will be applied to the student account. This may be in addition to previous or future late fees.

### LATE FEE

Payments must be received in the UHS office, or be posted online to the resident's SJSU account by the specified due date or a \$75 late fee will be assessed.

### RESIDENT ACTIVITY FEE

A \$40 Resident Activity fee (\$20 for Spring Semester only residents) is included with the housing fees. The Resident Activity Fee entitles residents access to recreation equipment, social events, and other benefits. The activity fee sponsors building activities, CHALC activities and programs. To opt out of this fee you must write a letter to the Assistant Director of Administrative and Financial Operations requesting so.

### **PRO-RATED FEES**

If Licensee contracts after the first day of the fee period, a pro-rated room and board rate (and parking if applicable) will be computed and charged, along with the \$40 Resident Activity Fee (\$20 for Spring semester Activity fees are included in your initial payment).

### **SINGLE AND SUPER SINGLE ROOM FEES**

Additional fees apply to Single and Super Single rooms. For fee information, contact the UHS Office at (408) 795-5600.

## **Reduction of Initial Payment**

Requests for reduction of initial payments may be approved based on the status of a Licensee's 2009/2010 Free Application for Federal Student Aid (FAFSA). If UHS is unable to verify the financial aid award, or if the award is insufficient, the request for the reduction may be denied.

UHS is not able to verify any financial aid status for new students until approximately March 15 of each year for the upcoming fall semester. Students must make a choice when considering submitting a request for reduction of initial payment.

A reduction only defers half of the initial payment, it is not waived. If a student cannot submit the full initial payment and must wait for an approved reduction based on their financial aid status, UHS will be unable to approve this reduction until after March 15 which will cause a delay in license processing.

UHS encourages all students to submit license materials and full initial payment as early as possible, starting February 1 to ensure they receive their first preferences in living community and occupancy type. Waiting to submit license materials and initial payment may mean that the student does not receive preferred choices, or may be placed on a waiting list.

A reduction allows the student to submit license materials with a reduced **initial** payment (from \$600 to \$300). A portion of the initial payment is only deferred, it is not waived. Resident is still responsible for all remaining fees and payments, including the remainder of the initial payment. UHS strongly encourages all approved recipients to schedule a meeting with a Housing Resident Accounts Coordinator to review their student account once financial aid has been awarded.

To qualify for a reduction of the initial payment from UHS, students must meet the following criteria:

1. UHS must be able to verify that the student FAFSA has been completed.
2. Student must not be on Academic Probation.
3. Student must have no outstanding items from the Financial Aid and Scholarship Office on the "to-do" list (found at my.sjsu.edu).
4. Student must have an EFC (expected family contribution) of zero (0).
5. Student must not have any past due balance owed to the University.

Students who meet the above criteria should submit all license materials, the Initial Payment Reduction Request Form, and the reduced initial payment of \$300 to the Housing office. Residents granted a reduced initial payment and/or deferral of fees due to financial aid will be charged an installment fee of \$20 each semester. In addition, late charges may be assessed if scheduled payments are not made on the due dates.

If UHS finds that the student does not meet the initial payment reduction criteria, the request form will be returned and the license materials **will not be processed** until the remaining \$300 is submitted (and past due balances have been paid, if applicable).

UHS will communicate with applicants and residents via MYSJSU regarding their status and will have a Housing Extension placed on their student account as evidence of this approval. Please refer to Extensions of the license booklet for further information.

## **Payment Due Dates**

The initial housing payment is required when License materials are submitted to UHS. Failure to remit this payment will result in a delay and your materials will not be processed.

UHS will accept initial payment and License materials until all available space is filled. If Licensee has been approved to be on the Paid Waiting List, payment and License materials will be accepted until the maximum number of names on waiting list has been reached.

Payments are due per the [payment schedules](#). Payments may be submitted to UHS as follows:

- Office hours, Monday – Friday, 9:00 a.m. - 4:00 p.m. Cashier window may be closed during lunch hour, but a drop box is available during office hours.

- Mailed to: University Housing Services  
Attn: Cashier  
One Washington Square  
San José, CA 95192-0133

It is the responsibility of the resident to make payments by the scheduled due dates. Residents may not receive an advance reminder notice of payment due. Failure to make payment by the specified dates will result in a hold on all SJSU records and services. All payments must be received in the UHS office by the specified due date or a \$75 late fee will be assessed to the Licensee's account.

**Postmarks are not accepted.** UHS suggests payments be mailed two weeks prior to due date.

## Check/Cash Payments

**Do not mail cash.** Cash payments can be made in the UHS office during office hours. Make checks or money orders **payable to SJSU Housing**.

Print resident's name and SJSU Identification Number on the face of the check or money order. The cancelled check is the payment receipt, or the resident may also come to the UHS office to request a receipt. Due to excessive service charges, UHS cannot accept international drafts. Payments must be made by a payment instrument drawn on a U.S. bank. Some checks remitted to UHS will be converted to electronic payments.

## On-Line Payments

San Jose State has an online Cashiering system. If you require assistance utilizing the system, please call us. If you wish to make your security deposit and initial payment on-line, please click [here](#) for instructions.

## Student Privacy (FERPA)

The Family Educational Rights and Privacy Act (FERPA) of 1974, helps protect the privacy of student records. The Act provides for the right to inspect and review educational records, to seek to amend those records, and to limit disclosure of information from the records. The Act applies to all institutions that are the recipients of federal funding. Students who are currently enrolled or formerly enrolled, regardless of their age or parental

dependency status, are protected. FERPA does not apply to deceased students or persons who have applied, but have not attended the university.

Effective May 2006, students can go on-line and create an authorized user to view and pay fees. Log on to [my.sjsu.edu](http://my.sjsu.edu) and then click on **Self Service > Student Center > Online Payments and Account Services > Authorized Users**. Information will be restricted to financial matters only. No grades, class schedules or academic holds will be indicated.

Please refer to the campus main website for complete information.

## Treatment of Indebtedness

Failure to pay housing fees or payment with a dishonored check that has not been redeemed by the university will result in action described in Section XIII of the Annual Student Housing License Agreement. It will also result in the university pursuing the debt via its in-house collection office, assignment of the debt to a private collection agency, suit filed in small claims court, disclosure of the debts, and/or judgment to a credit bureau organization, and/or submission of the name to the California State Franchise Tax Board for offsetting of state income tax refunds.

Submission of the debt to a collection agency will result in negative credit information reported to credit bureaus.

If any of these collection steps are necessary, the debtor will be held liable for any attorney fees, court costs, and any other collection costs that may occur. Indebtedness will result in "holds" being placed on grades, registration, financial aid, and transcripts.

## Additional Information

- Notices and late notices cannot be sent off campus; they are sent to the resident's room/apartment.

- Parents, guardians or outside organizations which may be making payments for the Licensee must work through the Licensee if they have questions about payment, account balance, etc.

- If amendments are made to the initial License Agreement resulting in a change in fees, the resident will receive information regarding the effect of this change at the time the amendment is made.

- If the resident has received approval to change occupancy types, the increased cost of the room must be paid before the change will be granted.
- If there is an increase in cost due to a meal plan change, the increased charges must be paid before the change will be granted.
- Residents are encouraged to submit License materials and payment by April 1 to be included in the first assignment run. After April 1, UHS continues to accept License materials until all spaces are filled. For new Spring semester residents, the suggested initial payment date is October 15.

## Payment Schedule for the Classics

### Academic Year Housing (10-Month License)

Students are strongly encouraged to submit license materials, security deposit, and initial payment by April 1, 2009 to be included in the first assignment run. After April 1, UHS will continue to accept License materials until all spaces are filled. Residents may select from 3 payment schedules: one payment, two payments, or Installment Payment Plan (IPP). Please contact our office if you would like to pay in one annual payment.

### Spring Semester-Only Housing

Students are strongly encouraged to submit license materials, security deposit, and initial payment by October 15, 2009 to be included in the first assignment run. After October 15, UHS will continue to accept License materials until all spaces are filled.

Residents may select from two payment schedules: one payment or Installment Payment Plan (IPP).

### Winter Break/Intersession Housing

This option is available only to residents not living in the Apartments and may require a temporary move. To receive priority for Winter Break housing, please submit the fee for break along with payment and license addendum as soon as it is available in the Fall.

## Payment Schedule for the Suites

### Academic Year Housing (10-Month License)

Students are strongly encouraged to submit license materials, security deposit, and initial payment by April 1, 2009 to be included in the first assignment run. After April 1, UHS will continue to accept License materials until all spaces are filled. Residents may select from three payment schedules: one payment, two payments, or Installment Payment Plan (IPP). Please contact our office if you would like to pay in one annual payment.

### Spring Semester-Only Housing

Students are strongly encouraged to submit license materials, security deposit, and initial payment by October 15, 2009 to be included in the first assignment run. After October 15, UHS will continue to accept License materials until all spaces are filled.

Residents may select from two payment schedules: one payment, or Installment Payment Plan (IPP).

### Winter Break/Intersession Housing

This option is available only to residents not living in the Apartments and may require a temporary move. To receive priority for Winter Break housing, please submit the fee for break along with payment and license addendum as soon as it is available in the Fall.

## Payment Schedule for the Apartments

### Year Round or Academic Year Housing (10-Month Licenses)

Monthly rents for the Apartments are determined by room occupancy (one or two people/room). For example, single occupancy rooms in 3, 4, and 5 bedroom apartments have the same rent.

Students are strongly encouraged to submit license materials, security deposit, and initial payment by April 1, 2009 to be included in the first assignment run. After April 1, UHS will continue to accept License materials until all spaces are filled. For each occupancy type,

residents may select from three payment schedules: one payment, two payments, or an Installment Payment Plan (IPP). Please contact our office if you would like to pay in one annual payment.

### Spring Semester-Only Licenses

Monthly rents for the Apartments are determined by room occupancy (one or two people/room). For example, single occupancy rooms in 3, 4, and 5 bedroom apartments have the same rent.

Students are strongly encouraged to submit license materials, security deposit, and initial payment by October 15, 2009 to be included in the first assignment run. After October 15, UHS will continue to accept License materials, security deposit, and initial payment until all spaces are filled.

Residents may choose from two payment schedules: one payment or Installment Payment Plan (IPP).

### Optional Meal Plans for the Apartments

See the Dining Services section for a full description and explanation of the following optional meal plans. Students interested in purchasing a meal plan may contact the Housing Office.

**The Commuter 25 Plan:** 25 Dining Commons visits for a fee of \$225.

**The Commuter 50 Plan:** 50 Dining Commons visits for a fee of \$425.

Apartment residents may also purchase an Optional Gold or Platinum Meal Plan by contacting University Housing Services.

### Parking Permits for the Campus Village Parking Garage

A limited number of permit parking spaces are available in the Campus Village Parking Garage to residents of the Apartments and Suites. Permits are sold on a first-applied, first-assigned basis. Students interested in purchasing a parking permit should submit the Parking Permit Request Form along with license materials (found online at <http://www.housing.sjsu.edu>). Parking spaces are not assigned. Parking permits are not transferable.

[PARKING CHARTS](#)

# Summer Housing

## Check List and Dates

- Check that you have received all of the following materials:
  1. Housing License Agreement Booklet
  2. License Agreement Form
  3. Assignment Information Form
  4. Megan's Law Disclosure
  5. Emergency Information Card
- Read and understand the information contained in the Summer Housing License Agreement Booklet.
- Complete and sign the License Agreement Form.
- Complete and sign the Assignment Information Form.
- Complete and sign the Megan's Law Disclosure form.
- Complete and sign the Emergency Information Card.
- Make check or money order payable to San José State University (SJSU) Housing.
- Mail the License Agreement Form, the Assignment Information Form (part IV), Meagan's Law Disclosure, Emergency Information Card and payment. Summer residents are encouraged to submit License materials by April 1, 2010 to be included in the first assignment run. After April 1, 2010, UHS continues to accept License materials until all spaces are full.
- Keep this booklet for future reference.
- Receive a confirmation letter with your assignment information on or after May 14, 2010.

<b>May 26, 2010*</b>	End of Spring semester. Transition housing available if resident is licensed for Spring and Summer housing.
<b>May 31, 2010</b>	Summer housing opens.
<b>July 24, 2010</b>	Summer residents who are not Fall CVB residents must transition out of CVB into the Classics.
<b>July 31, 2010</b>	End of Summer housing.

**August 7, 2010**

Extended closing for residents with last session classes. Transition housing available if resident is licensed for Summer and Fall housing.

The above dates are subject to change pending finalization of the SJSU Summer class schedule.

\*Residents will be notified of date and time to move between academic year bed space and Summer bed space.

### **RESIDENCE HALL INFORMATION**

The Summer Housing Program provides Summer housing in one of four residence halls or apartments. A small Residence Life staff is available to assist you, but there are no educational development programs or leadership opportunities offered. The majority of available services are offered through Campus Village Courtesy Desk (Building B, first floor). Services there include recreation equipment check out, laundry card purchase, campus and community information, and refrigerator rentals.

### **LIVING ARRANGEMENTS**

To make housing accommodations through this program, the resident must contract and pay for the entire Summer session. Exact dates of availability vary based on resident status in Spring and Fall (see "Transitions" below).

### **TRANSITIONS FROM SPRING HOUSING AND TO FALL HOUSING**

Residents who are contracted for Spring or Fall housing are permitted to transition from one space to the other (called Spring/Fall Transition in the payment plan). Residents will receive more information after you submit the required Summer paperwork and payment. In some cases, residents may need to move to a temporary location until the summer/fall room assignment is ready. Details will be provided to residents prior to closing in May and/or July as applicable. Transition dates and times will also be published on the housing website.

### **DOUBLE OCCUPANCY ROOMS**

Most rooms available to residents are double occupancy rooms which are rooms designed and furnished for two students. Double occupancy room dimensions are approximately 12' x 15'. Double occupancy rooms are furnished with two of each of the following: extra long twin beds, desks, chairs, dressers, bookshelves, and closets. Each room includes one towel rack and wastebasket. Floors are carpeted and windows are furnished with drapes.

## **Triple Occupancy**

A triple room is a room configured for two residents that has lofted beds and a change in floor plan to accommodate three residents. As "double" spaces become available, we will move residents to these accommodations on a first paid basis.

## **Payment Information**

Please read this section carefully for information concerning payment procedures, amounts and due dates.

### **1. Fee Period**

The resident is responsible for payment of fees for the period on the License Agreement Form.

### **2. Payments**

- a) There are two payment schedules to choose from: one payment or the installment payment plan. Payment Schedules are listed in detail later in this section. Limited payment deferrals may be available to SJSU students with financial aid awards. An initial housing payment is required when License materials are submitted to UHS. Failure to remit correct payment will result in returning all License Agreement materials and payments unprocessed.
  - b) Payments are due per the payment schedules in the pages which follow. Payments may be submitted to UHS as follows:
    - Office hours, Monday – Friday, 9:00 a.m. - 4:00 p.m. Cashier window may be closed during lunch hour, but a drop box is available during office hours.
- Mailed to:
- University Housing Services  
Attn: Cashier  
One Washington Square  
San José, CA 95192-0133
- c) It is the responsibility of the resident to make payments by the scheduled due dates. Residents may not receive an advance reminder notice of payment due. Failure to make payment by the specified dates may result in eviction proceeding. All payments must be received in the UHS office by the specified due date or a \$75 late fee will be assessed to the Licensee's account.

Postmarks are not accepted. UHS suggests payment be mailed well in advance.

**3. Installment Fee**

Summer Licensees choosing the “Installment Payment Plan” option will be charged a mandatory \$20 installment fee. This fee is included in the initial payment.

All other rules and regulations stated in the Annual Housing License Booklet are enforced during the Summer license period.