

# University Housing License 2020-2021 Terms and Conditions Addendum

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Neither Licensee nor University shall be liable for any delay or failure to perform its obligations hereunder if such delay or failure to perform is caused by circumstances beyond the party's reasonable control, including, but not limited to, acts of God, government restrictions or orders, wars, riots, insurrections, disaster, acts of terrorism, communicable disease outbreak, epidemic, pandemic, or any other comparable event or cause beyond the reasonable control of the party whose performance is affected. Licensee and University acknowledge that the full impact of COVID-19 is not currently known or reasonably foreseeable. In the event that circumstances related to COVID-19 or to any reoccurrence of the COVID-19 virus reasonably prevent or hinder a party's performance hereunder, the party whose performance is affected may invoke the immediately preceding Force Majeure clause of this Agreement and be excused from liability for its failure or delay in performing its obligations hereunder, even if the circumstances related to COVID-19 were foreseeable at the time of the parties' execution of this Agreement. Notwithstanding the foregoing, in no event shall Licensee be excused from paying any fees or amounts owed for the period of time during which Licensee occupied the Premises.

In the event that Licensee is unable to occupy the Premises due to circumstances related to COVID-19, the University will provide Licensee with prorated refunds for any license fee and Meal Plan fee amounts representing the time period during which Licensee was unable to occupy the Premises due to circumstances related to COVID-19.

# University Housing License

## 2020-2021 Terms and Conditions

---

The University Housing License Agreement (“License Agreement”) is entered into between the Board of Trustees of the California State University, acting by and through California State University, Chico, hereinafter referred to as “University,” and the housing applicant, hereinafter called “Licensee,” for the 2020-2021 Academic Year.

### **I. Community Living and Student Responsibility**

The on-campus living experience entails both the freedom and the responsibilities associated with community living. With this in mind, we ask Licensees to recognize the important part they play in maintaining a healthy community environment that is conducive for studying, learning and living.

University Housing provides themed living-learning experiences, including specific communities that align with students’ academic major, personal identity, and/or general interests. Students who apply for campus housing are encouraged to consider themed communities when submitting a University Housing Application.

The community at California State University, Chico is made up of faculty, staff and students that come from all walks of life where differences are appreciated, celebrated and embraced.

University Housing will communicate primarily through the Licensee’s Chico State email accounts. In addition, information may be sent to the Licensee’s on-campus housing mailbox. At times information may be posted in building lobbies, floors or Resident Advisor (RA) doors. Licensee is responsible for checking these venues for University Housing communications on a regular basis and is responsible for being aware of the information and following instructions they receive through these messages.

Licensee shall not permit visitors or guests to enter University Housing facilities except as specified in the University Housing Policy Guide for University Housing Residents. Licensee is responsible for the behavior of visitors and guests.

The University Housing Policy Guide can be found on the University Housing website at <https://www.csuchico.edu/housing/about/agreements.shtml>. Licensee is responsible for abiding by all University Housing policies as well as any later addendums.

If you anticipate requiring a reasonable accommodation due to a disability or health condition, please contact the Accessibility Resource Center (ARC) at (530)898-5959 or visit their website at <http://www.csuchico.edu/arc> to begin the accommodation request process. ARC will work with University Housing to provide reasonable accommodations should one be required.

### **II. Occupancy**

#### **A. Occupancy of Bed Space**

This License Agreement is in effect for the entire applicable Fee Period (as defined in Section II.B. below). Licensees living in University Housing facilities are obligated to this agreement for this time period unless a Licensee’s license is approved for cancellation under the provisions of this License Agreement.

# University Housing License

## 2020-2021 Terms and Conditions

---

Upon confirmation of bed space, the University shall grant to the Licensee permission to occupy a bed space within the University Housing facility for the applicable Fee Period, unless sooner revoked under the provisions of this License Agreement.

The University shall finalize the specific room/ bed space assignment, which may be reassigned by University during the Fee Period. University reserves the right to change bed space assignments and/or consolidate room assignments to address space vacancies.

Licensee shall vacate the housing facility during designated break closures, on the expiration of the Fee Period, or upon revocation of this License Agreement. Any Licensee who withdraws from the University or whose license is revoked must vacate the residence halls within three calendar days unless special permission is granted in writing by University Housing for a longer stay.

### **B. Fee Periods**

This License Agreement is a legal and binding contract between the Licensee and the University for the full applicable Fee Period as defined below:

- **Academic Year License Agreement:** The Fee Period for an Academic Year License Agreement begins at 7 a.m. on Wednesday, August 19, 2020 and ends at 6 p.m. on Friday, May 21, 2021.
- **Spring Semester Only License Agreement (Applicable if Licensee transfers into University Housing for the Spring semester):** The Fee Period for the Spring Semester Only License Agreement begins at 9 a.m. on Friday January 22, 2021 and ends at 6 p.m. on Friday, May 21, 2021.

### **C. Unclaimed Space**

Licensee must “check-in” to their assigned residence hall and bed space during their designated move-in time, unless otherwise arranged with University Housing. Failure to take occupancy of the assigned space or make other arrangements by 5:00 p.m. on the first day of instruction may result in cancellation of the License Agreement. Licensee will be assessed cancellation charges in accordance with the terms and conditions of this License Agreement (See IV CANCELLATION OF LICENSE AGREEMENT).

### **D. Use of Premises**

The use of University Housing facilities is subject to [Articles 5 and 6 of Subchapter 5 of Chapter 1 of Part V \(§42000-42103\) of Title 5 of the California Code of Regulations](#). Licensee agrees that their assigned bed space is licensed for residential use only. Licensee shall not use the bed space as a business address nor conduct business activities on the premises. Conducting business activities includes (but not limited to) using the living unit address as a mailing address for business-related activities or hosting business-related functions and/or websites. Licensee additionally agrees not to permit the assigned space to be used for illegal purposes or to engage in illegal acts within the living unit or upon the grounds of the residential community. Licensee may not sub-lease space to another individual.

### **E. Break Closures and Summer Closure**

University Housing residential communities close when the University is officially closed, and Licensees must vacate their assigned room. Licensees who need break housing should only choose to reside in University Village (UV) or Konkow. Students assigned to UV or Konkow who opt to stay in their bed space over break may do so at no additional cost. During such time, all housing policies will remain in effect. Additionally, without the prior approval of appropriate University Housing staff, guests will not be permitted during a break. Unless Licensee resides in and is approved to stay at University Village or Konkow during Break Closures, no access will be allowed to their assigned bed space during any of the Break Closures.

#### **University Housing Break Closures:**

- Fall Break: 6:00 p.m. Friday, November 20, 2020 through 9:00 a.m. Sunday November 29, 2020.
- Winter Break: 6:00 p.m. Friday, December 18, 2020 through 9:00 a.m. Friday, January 22, 2021. NOTE: Licensees in all communities except Konkow and University Village, must vacate the residential community 24 hours after their last final exam or when the residence halls officially close, whichever comes first.
- Spring Break: 6:00 p.m. Friday, March 12, 2021 through 9:00 a.m. Sunday, March 21, 2021.

#### **University Housing Summer Closure:**

- Summer Closure: 6:00 p.m. on Friday, May 21, 2021. NOTE: Licensees must vacate the residential community 24 hours after their last final exam or when the residence halls officially close, whichever comes first. No Licensees may remain in University Housing, including UV or Konkow, during the Summer Closure.

No meals are available through Dining Services during Break Closures.

Although Licensee may leave personal belongings in their assigned room during Break Closures, University Housing advises that Licensee remove valuable items from their room and secure such items elsewhere during breaks.

### **F. Room and Hall Assignment and Changes**

1. The University shall assign each Licensee a bed space in a particular room.
2. Where deemed possible by the University, the University will accommodate the Licensee's request.
3. Room and hall changes may only occur as directed by the University Housing staff, or as requested by a Licensee and approved by the University Housing staff.
4. Failure to move to a new bed space as directed by staff, or failure to accommodate bed space for a new roommate, are violations of the License Agreement.
5. Specific assignment to a bed space in a residence hall shall be made by the University prior to move in and may be changed from time to time based on the needs of University Housing and/or the Licensee, if approved by University Housing.

# University Housing License

## 2020-2021 Terms and Conditions

---

6. Licensee shall consolidate (move or have someone move into their room) when directed based on their room having an open bed space.
7. Licensee may have the option to “buy out” an open bed space, turning the room into a single room, depending on space and University Housing department needs.

### **G. Checking In and Out**

Licensee will have the opportunity to complete and submit a Room Inventory Inspection via the Resident Center within 7 days of occupancy. Here Licensee will have the opportunity to note any damages in the room. Failure to complete a Room Inventory Inspection may result in charges for any damages discovered upon vacating the bed space.

When checking out of a University Housing assigned bed space, Licensee must return the room to the original configuration and condition; remove all personal property, clean their space, and return all keys. It is the Licensee’s responsibility to follow proper check-out procedures (Licensee should check with their community’s front desk for proper check-out procedures) – failure to do so may result in an improper check-out charge and lock replacement cost.

Licensee’s meal plan will be cancelled upon termination of the License Agreement.

### **III. Agreement of Fees**

The exact balance due will be determined by final bed space assignment and meal plan selection. University Housing publishes University Housing rates and meal plan costs at <https://www.csuchico.edu/housing/cost/index.shtml>

#### **A. Payment Schedule**

All payments must be receipted to Licensee’s account on or before published deadlines. A late fee will be assessed for any late payment.

If any financial aid/scholarship is awarded, and there are funds remaining after tuition fees are paid, these funds are applied toward other University debts on the Licensee’s account such as housing installment payments. Licensee agrees to review account balance information regularly through their Portal Account and make payments on or before published deadlines.

### **IV. Cancellation of License Agreement**

The License Agreement is a legal and binding contract between the Licensee and the University for the full Fee Period. Any Licensee who wishes to terminate the License Agreement is responsible for completing the Cancellation Request located in the Resident Center, found on the University Housing website. Notifying any other university office does not satisfy Licensee’s obligation to submit a Cancellation Request via the University Housing Resident Center.

#### **A. Cancellation Prior to Published Cancellation Deadline**

Students who apply for University housing are required to pay a \$300 initial housing payment when submitting the University Housing application. Prior to the published Cancellation deadlines listed

# University Housing License

## 2020-2021 Terms and Conditions

---

below, Licensee may cancel their License Agreement for any reason and receive a full refund of fees paid in advance (minus initial housing payment) by submitting a Cancellation Request located in the [Resident Center](#), found on the [University Housing website](#). The Licensee will forfeit their \$300 initial housing payment upon cancellation.

### **Cancellation Deadlines:**

Academic Year License Agreement..... July 20, 2020

Spring Only License Agreement..... December 21, 2020

### **B. Cancellation After Published Cancellation Deadline**

The Cancellation Request should be submitted at least thirty (30) days in advance of the intended termination date (to provide at least thirty (30) days' written notice). The reason for cancellation is limited to the cancellation standards noted in this License Agreement. Cancellation requests must include appropriate explanation and documentation. The University may grant or deny the submitted request in its sole discretion.

Unless a written notice of approval and/or cancellation is issued from University Housing, a student is expected to occupy the assigned bed space. Failure to take possession of the assigned bed space is not grounds for automatic cancellation of the License Agreement and/or to have associated charges reversed.

A request to cancel a University Housing license after the applicable published Cancellation Deadline must be based on the cancellation standards listed below. **The Licensee must also** upload in the [Resident Center](#), **a detailed statement of compelling reasons for the cancellation request along with appropriate supporting documentation.**

### **Cancellation Standards**

- End of student status at CSU, Chico. (i.e. graduating, withdrawing or no longer attending the University) Requires certification from the Registrar's Office
- University approved/sponsored academic commitment located off campus such as Study Abroad, student teaching, or required internship;
- Marriage (Copy of marriage certificate required)
- Military Service (Copy of military orders should be attached)
- Unexpected Hardship - Unexpected situation which has occurred since signing License Agreement. Approval is at discretion of University Housing. Examples of unexpected hardships which may be considered include significant loss of family income, loss of family home, serious illness, or death of family member (supporting documentation will be required).

Approved Cancellation: If the request for cancellation is granted by the University, the financial obligations of the Licensee may include:

# University Housing License

## 2020-2021 Terms and Conditions

---

- Forfeiture of \$300 initial housing payment
- Prorated rent charges for dates of occupancy. Rental fees are determined by a daily prorated rate.
- Thirty (30) day notice charge determined by the daily rate of the room type, if applicable.
- Prorated meal plan charges based on dates of occupancy.

Licensee is responsible for arranging and completing all necessary check-out procedures with appropriate University Housing staff.

Denied Cancellation: If the request for cancellation is denied, the Licensee is responsible for paying all fees outlined in the License Agreement. Abandonment of the premises does not release Licensee of Licensee's financial obligations to University. (Refer to "Treatment of Indebtedness" Section X. of this Agreement.)

### **V. Revocation of License Agreement**

**A.** The University may revoke this License Agreement upon the following conditions:

1. In the event of misconduct listed in the Appendix A: [Section 41301, Title 5, California Code of Regulations](#).
2. Failure of Licensee to maintain status as a student at the University. Licensees must be enrolled in six (6) or more units to be eligible to live in University Housing facilities.
3. Licensee's breach of any term or condition of this License Agreement, appendices, [or University Housing Policy Guide](#), including failure to pay required fees.
4. In the event of University administrative necessity for license revocation (i.e. in rare cases of destruction or unavailability).

In the event of an occurrence described in subsections (1), (2), or (3), the University shall give Licensees not less than three (3) days written notice; in the event of an occurrence described in subsection (4) the University shall grant Licensees not less than fourteen (14) days' notice, except in cases of emergency.

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

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

### **VII. Construction and Renovation**

Construction on the CSU, Chico campus may occur in or near campus University Housing facilities. Work is generally scheduled during normal daytime working hours (7:00 a.m. - 5:00 p.m.). Construction



# University Housing License

## 2020-2021 Terms and Conditions

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projects could result in disturbances and disruptions, including, but not limited to, increased noise and dust in the area. Housing will provide timely notification of construction in or near residence halls whenever possible. By signing this License Agreement, the Licensee agrees that they have been advised of possible construction and acknowledges that disturbances and disruptions resulting from construction are not grounds for termination of this License Agreement or for an adjustment in room costs.

### **VIII. Destruction or Unavailability**

In the event that the Licensee's bed space is destroyed or becomes unavailable, as the result of conditions not reasonably foreseen at the time this License Agreement is made, and University Housing is not able to find a replacement bed space, Licensee shall be entitled to a prorated 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, mudslides, fire, earthquake, other natural disasters and vandalism; civil disorder; compliance with state or federal law; unanticipated interruption of basic services; or a drop in the rate of cancellations not reasonably foreseen by the University, if such a drop results in an over-booking of available University Housing facilities.

### **IX. Refunds**

University shall authorize refunds as provided for in Title 5, California Code of Regulations (Appendix A.) and this License Agreement. Licensee should allow approximately two to three weeks after move out for processing of any refunds due by the University.

### **X. Treatment of Indebtedness**

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

1. Imposition of a late fee in accordance with the fee schedule.
2. Withholding of University services pursuant to subsection [42380](#), et seq., [California Code of Regulations, Title 5, Division 5, Chapter 1, Subchapter 5, Article 11](#). This includes items such as: availability of official transcripts and/or denial of registration.
3. Offset of paychecks, loans, grants, or scholarships payable through the University, and/or income tax refunds or rebates.
4. Revocation of the License Agreement.
5. Legal action to collect unpaid obligations.

### **XI. Student Conduct**

**A.** The provisions of Sections [41301](#) and [41302](#) of Title 5, California Code of Regulations (Appendix A.), which relate to student conduct on campus, are applicable to the on-campus housing communities. Licensees not in compliance with University Housing Policies and Procedures and Title 5 regulations may be subject to University disciplinary action and/or eviction from the University Housing complex. Eviction due to disciplinary action can result in the Licensee owing the amount due under the full Fee Period of the license.



# University Housing License

## 2020-2021 Terms and Conditions

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- B.** Parental/guardian notification will be made when a resident is at risk of having their housing license terminated due to violating the provisions of Section 41301 of Title 5, California Code of Regulations or University Housing Policies. No details about the violations will be shared with parent/guardian unless the licensee has signed a Family Educational Rights and Privacy Act (FERPA) release. This notification is made to ensure that a resident and their parent/guardian is aware of potential termination of the license agreement and the potential that the Licensee will owe the amount due under the full Fee Period of the license.

### **XII. Maintenance of Premises**

University will provide Licensee with furnishings to include XL twin bed, closet/wardrobe, storage drawers, study desk, and study chair. The Licensee will have the opportunity to note the condition of the bed space during the check-in and check-out processes. Licensee agrees to give reasonable care to their living unit and its furnishings and to make payment for any damage or loss promptly upon demand by the University. Licensee shall vacate the living unit in good order and repair; normal and reasonable wear and tear are accepted. In the event Licensee fails to maintain the living unit in good order and repair, Licensee shall pay the University the reasonable costs incurred in returning the living unit to a condition of good order and repair.

Public areas and community bathroom facilities which are shared by Licensees on the floor will be maintained by the custodial staff. Living areas and bathroom facilities which are located within the room or suite must be cleaned and maintained by the Licensees of the unit. The purchase of cleaning items, paper towels, and bath tissue are the responsibility of the Licensee(s) living in the unit.

In buildings that have community bathrooms daily cleaning and stocking of bath tissue and paper towels are the responsibility of University Housing. In suites at University Village bathroom cleaning and stocking is done by the Licensee. UV and Konkow common lounge and kitchen area cleaning is the responsibility of the Licensee. All other communities lounge spaces are maintained by University Housing.

Licensee shall make no alteration or addition to the University Housing facility, structure, and/or furnishings without the written permission of the University.

Licensee agrees to be jointly responsible with other Licensees for the protection of the housing facility including furnishings and equipment. Cost for damage or loss of common area furnishings or equipment (unless assigned to specific individuals), may be divided among all members of the living community who have reasonable access to the common area.

Security cameras are in various University Housing public locations for the purpose of determining person(s) responsible for property damage(s). Licensee will be financially responsible for all property damage Licensee and/or their guest(s) causes and may also be subject to student discipline.

### **XIII. Right of Entry**

# University Housing License

## 2020-2021 Terms and Conditions

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The University shall have the right to enter the premises occupied by Licensee for the purposes of emergency, health, safety, maintenance, management of applicable rules and regulations, or for any lawful purpose. University shall exercise these rights reasonably and with respect for Licensee's right to be free from unreasonable searches and intrusions into privacy and study space. While the staff will announce themselves before entering, these entries may be unscheduled.

#### **XIV. Insurance**

During the period covered by this License Agreement, the University provides no insurance coverage or reimbursement for Licensee's medical expenses, liability for Licensees, or liability for personal property damage or loss. University assumes no responsibility for items located within Licensee's assigned bed space during the term of the

License Agreement. Therefore, the University strongly recommends Licensee consider obtaining additional appropriate coverage, such as homeowner or renter's insurance policy.

#### **XV. 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.

#### **XVI. Taxable Possessor Interest**

It is the position of the University that this License Agreement does not create a taxable possessor interest in real property. However, pursuant to Revenue and Taxation Code subsection 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.

#### **XVII. Clery Disclosure**

In compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act, California State University, Chico has made crime reporting statistics available online at the Chico website at: <https://www.csuchico.edu/clery/assets/documents/annual-security-report.pdf>. Printed copies are available at the University Police Department located on the corner of W. 2nd & Chestnut Streets.

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

Pursuant to Section 290.46 of the Penal Code, information about specific registered sex offenders is made available to the public via Internet Website maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov).

Depending on the offender's criminal history, this information will include either the address at which the offender resides or the community of residences and zip code in which they reside.

#### **XIX. Annual Fire Safety Report**

University Housing publishes the annual Fire Safety Report for the residential community. The report includes: A description of each on-campus student housing facility; the number of fire drills conducted

# University Housing License

## 2020-2021 Terms and Conditions

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during the reporting year; campus policies or rules on portable electronic appliances, smoking, and open flames in the student housing facility; campus procedures for evacuating student housing in the event of a fire; the policies regarding fire safety education and training programs provided to the students and employees (including the procedures that students and employees should follow in the case of a fire); the titles of each person or organization to which students and employees should report that a fire occurred; and plans for future improvements in fire safety, if any. For more information on [Annual Fire Safety Report see the Chico State website.](#)

### XX. Meal (Board) Plan

All students living in University Housing are required to have a meal plan. Licensees assigned a bed space in Esken, Lassen, Mechoopda, Shasta, Sutter, or Whitney Halls are required to participate in one of three meal plans: Chico Plan, Bidwell Plan, or Wildcat Plan. Licensees assigned a bed space at University Village or Konkow are eligible for the Mini Plan, and may upgrade to the Chico, Bidwell, or Wildcat plans upon request for an additional cost.

#### Residential Meal Plan Options:

- Chico Plan: 192 Meals (12 Meals/week) + \$64 Flex Cash per semester
- Bidwell Plan: 176 Meals (11 Meals/week) + \$128 Flex Cash per semester
- Wildcat Plan: 160 Meals (10 Meals/week) + \$192 Flex Cash per semester
- Mini Plan\*: 64 Meals (4 Meals/Week) + \$112 Flex Cash per semester

\*Only available to Licensees living in University Village or Konkow.

Meal Plan Details – Each Meal plan type comes with Meals (swipes) and Flex Cash. Each Meal (swipe) grants entry to Sutter Dining, our All-You-Care-To-Eat dining facility, or a late-night meal in Sutter Cafe. Swipes can also be used at Wildcat Den. The flex cash may be spent at various retail dining locations across campus.

**Meals (swipes)** – May be used at Sutter Dining or the Wildcat Den. Meals (Swipes) may be used as many days/times per week as you would like. They expire at the end of each semester. Any unused swipes at the end of the semester will be forfeited.

**Flex Cash** - For use at any campus retail dining venues (Marketplace Café, Common Grounds, Creekside Café, and Butte and Holt Stations). Flex cash cannot be used at the Wildcat Store, Sutter Dining, or Sutter Café. Remaining Flex Cash at the end of the Fall semester rolls over to the Spring semester.

All meals and flex cash expire, and any remaining unused meal swipes or flex cash will be forfeited, at 6 p.m. Friday May 21, 2021 or upon vacating the residence halls, whichever comes first.

During each semester within the Fee Period, three (3) meals are prepared each weekday, Monday through Friday. Brunch and dinner are prepared on Saturday and Sunday and official University holidays while in session (i.e., Labor Day, Veteran’s Day and Cesar Chavez Day).

# University Housing License

## 2020-2021 Terms and Conditions

---

Food Service is not available during break closure periods as defined in Section II.E. Meal service shall terminate with the lunch on the day the halls close for break periods and shall commence with the dinner the day the halls re-open.

Additional meals and Retail Dining Dollars (REDD \$) may be purchased at any time during each semester within the Fee Period at the Associated Students Dining Services office during regular business hours.

# University Housing License

## 2020-2021 Terms and Conditions

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### Appendix A: California Code of Regulations §41301 & § 41302

Cal. Admin. Code tit. 5, s 41301

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS TITLE 5. EDUCATION  
DIVISION 5. BOARD OF TRUSTEES OF THE CALIFORNIA STATE UNIVERSITIES CHAPTER 1.  
CALIFORNIA STATE UNIVERSITY  
SUBCHAPTER 4. STUDENT AFFAIRS ARTICLE 2. STUDENT CONDUCT  
s 41301. Standards for Student Conduct

#### (a) Campus Community Values

The University is committed to maintaining a safe and healthy living and learning environment for students, faculty, and staff. Each member of the campus community must choose behaviors that contribute toward this end. Students are expected to be good citizens and to engage in responsible behaviors that reflect well upon their university, to be civil to one another and to others in the campus community, and contribute positively to student and university life.

#### (b) Grounds for Student Discipline

Student behavior that is not consistent with the Student Conduct Code is addressed through an educational process that is designed to promote safety and good citizenship and, when necessary, impose appropriate consequences.

The following are the grounds upon which student discipline can be based:

##### (1) Dishonesty, including:

- (A) Cheating, plagiarism, or other forms of academic dishonesty that are intended to gain unfair academic advantage.
- (B) Furnishing false information to a University official, faculty member, or campus office.
- (C) Forgery, alteration, or misuse of a University document, key, or identification instrument.
- (D) Misrepresenting one's self to be an authorized agent of the University or one of its auxiliaries.

##### (2) Unauthorized entry into, presence in, use of, or misuse of University property.

(3) Willful, material and substantial disruption or obstruction of a University related activity, or any on-campus activity.

(4) Participating in an activity that substantially and materially disrupts the normal operations of the University, or infringes on the rights of members of the University community.

(5) Willful, material and substantial obstruction of the free flow of pedestrian or other traffic, on or leading to campus property or an off-campus University related activity.

(6) Disorderly, lewd, indecent, or obscene behavior at a University related activity, or directed toward a member of the University community.

# University Housing License

## 2020-2021 Terms and Conditions

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- (7) Conduct that threatens or endangers the health or safety of any person within or related to the University community, including physical abuse, threats, intimidation, harassment, or sexual misconduct.
- (8) Hazing, or conspiracy to haze. Hazing is defined as any method of initiation or pre-initiation into a student organization or student body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury to any former, current, or prospective student of any school, community college, college, university or other educational institution in this state (Penal Code 245.6), and in addition, any act likely to cause physical harm, personal degradation or disgrace resulting in physical or mental harm, to any former, current, or prospective student of any school, community college, college, university or other educational institution. The term "hazing" does not include customary athletic events or school sanctioned events. Neither the express or implied consent of a victim of hazing, nor the lack of active participation in a particular hazing incident is a defense. Apathy or acquiescence in the presence of hazing is not a neutral act, and is also a violation of this section.
- (9) Use, possession, manufacture, or distribution of illegal drugs or drug-related paraphernalia, (except as expressly permitted by law and University regulations) or the misuse of legal pharmaceutical drugs.
- (10) Use, possession, manufacture, or distribution of alcoholic beverages (except as expressly permitted by law and University regulations), or public intoxication while on campus or at a University related activity.
- (11) Theft of property or services from the University community, or misappropriation of University resources.
- (12) Unauthorized destruction, or damage to University property or other property in the University community.
- (13) Possession or misuse of firearms or guns, replicas, ammunition, explosives, fireworks, knives, other weapons, or dangerous chemicals (without the prior authorization of the campus president) on campus or at a University related activity.
- (14) Unauthorized recording, dissemination, or publication of academic presentations (including handwritten notes) for a commercial purpose.
- (15) Misuse of computer facilities or resources, including:
- (A) Unauthorized entry into a file, for any purpose.
  - (B) Unauthorized transfer of a file.
  - (C) Use of another's identification or password.
  - (D) Use of computing facilities, campus network, or other resources to interfere with the work of another member of the University community.
  - (E) Use of computing facilities and resources to send obscene or intimidating and abusive messages.
  - (F) Use of computing facilities and resources to interfere with normal University operations.

# University Housing License

## 2020-2021 Terms and Conditions

---

- (G) Use of computing facilities and resources in violation of copyright laws.
- (H) Violation of a campus computer use policy.

(16) Violation of any published University policy, rule, regulation or presidential order.

(17) Failure to comply with directions or, or interference with, any University official or any public safety officer while acting in the performance of his/her duties.

(18) Any act chargeable as a violation of a federal, state, or local law that poses substantial threat to the safety or well being of members of the University community, to property within the University community or poses a significant threat of disruption or interference with University operations.

(19) Violation of the Student Conduct Procedures, including:

- (A) Falsification, distortion, or misrepresentation of information related to student discipline matter.
- (B) Disruption or interference with the orderly progress of a student discipline proceeding.
- (C) Initiation of a student discipline proceeding in bad faith.
- (D) Attempting to discourage another from participating in the student discipline matter.
- (E) Attempting to influence the impartiality of any participant in a student discipline matter.
- (F) Verbal or physical harassment or intimidation of any participant in a student discipline matter.
- (G) Failure to comply with the sanction(s) imposed under a student discipline proceeding.

(20) Encouraging, permitting, or assisting another to do any act that could subject him or her to discipline.

### (c) Procedures for Enforcing This Code

The Chancellor shall adopt procedures to ensure students are afforded appropriate notice and an opportunity to be heard before the University imposes any sanction for a violation of the Student Conduct Code.

### (d) Application of This Code

Sanctions for the conduct listed above can be imposed on applicants, enrolled students, students between academic terms, graduates awaiting degrees, and students who withdraw from school while a disciplinary matter is pending. Conduct that threatens the safety or security of the campus community, or substantially disrupts the functions or operation of the University is within the jurisdiction of this Article regardless of whether it occurs on or off campus. Nothing in this Code may conflict with Education Code Section 66301 that prohibits disciplinary action against students based on behavior protected by the First Amendment.

Note: Authority cited: Sections 66017, 66452, 66600, 69810, 89030 and 89035, Education Code. Reference: Sections 66450, 69813 et seq. and 89030, Education Code



# University Housing License

## 2020-2021 Terms and Conditions

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§ 41302. Disposition of Fees: Campus Emergency; Interim Suspension.  
5 CA ADC § 41302

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

5 CCR § 41302

§ 41302. Disposition of Fees: Campus Emergency; Interim Suspension.

The President of the campus may place on probation, suspend, or expel a student for one or more of the causes enumerated in Section 41301. No fees or tuition paid by or for such student for the semester, quarter, or summer session in which he or she is suspended or expelled shall be refunded. If the student is readmitted before the close of the semester, quarter, or summer session in which he or she is suspended, no additional tuition or fees shall be required of the student on account of the suspension.

During periods of campus emergency, as determined by the President of the individual campus, the President may, after consultation with the Chancellor, place into immediate effect any emergency regulations, procedures, and other measures deemed necessary or appropriate to meet the emergency, safeguard persons and property, and maintain educational activities.

The President may immediately impose an interim suspension in all cases in which there is reasonable cause to believe that such an immediate suspension is required in order to protect lives or property and to insure the maintenance of order. A student so placed on interim suspension shall be given prompt notice of charges and the opportunity for a hearing within 10 days of the imposition of interim suspension. During the period of interim suspension, the student shall not, without prior written permission of the President or designated representative, enter any campus of the California State University other than to attend the hearing. Violation of any condition of interim suspension shall be grounds for expulsion.

Note: Authority cited: Sections 66300, 66600, 89030, 89031 and 89035, Education Code. Reference: Sections 66017, 66300, 66600, 69810-69813, 89030, 89031, 89700, Education Code; and Section 626.2, Penal Code.