

2019-2020 Academic Year Handbook

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INTRODUCTION

Welcome to the Village Flats Apartments at the University of Nebraska at Kearney! Village Flats was designed with the non-traditional student in mind. Village Flats offers the independent, apartment lifestyle that many non-traditional students are seeking with the amenities and benefits of being connected to the university. We hope that you are able to make Village Flats your home while pursuing your education at UNK and/or UNMC. Thank you for choosing the Village Flats Apartments! The following document includes university and Residence Life information as well as campus policies and procedures.

Please note - Residence Life policies and procedures may be modified upon written notice.

Mission Statement

The Office of Residence Life supports the UNK mission by providing students with a safe, well maintained environment in a community that values academic success, personal growth, and civic responsibility. The Office of Residence Life is here to:

ENGAGE – students early in their college experience to connect them to the university.

EDUCATE – through programming that is student centered, with an emphasis on personal growth, achievement, and leadership development.

EMPOWER – students to become lifelong learners who are confident leaders who are prepared for their future endeavors beyond UNK.

BELONG – in a “living/learning” community that compliments their educational experience.

Residency Requirement

The Board of Regents and the University of Nebraska at Kearney require all full-time students under the age of nineteen (19) on the first day of fall semester to live on campus for one academic year. This residency requirement serves important educational and developmental purposes. Students prosper in stable living environments that are close to academic resources and organized student activities that promote social interaction and exposure to new and diverse life experiences, and that afford supervision, counseling, and other assistance as may be needed. On-campus residency provides unparalleled opportunities for multi-dimensional student development, and is part-and-parcel of the university's broad educational program.

UNK reserves the right to determine, designate, change/or restrict the utilization of University housing-managed facilities, including apartments, or areas within the facilities and grounds and to make and/or change resident assignments accordingly at any time.

The resident must read all housing information provided before signing this Apartment Contract. Residents who are under the age of 19 and qualify to live in University Village Flats must have a parent or legal guardian also read and acknowledge all housing information provided before signing the Apartment

Contract. Typing in the parent/guardian's name in the field on the Apartment Contract is required as well as entry of the resident's NUID. By signing the Apartment Contract, the resident or parent/guardian understands and is obligated to abide by the terms. A letter will be sent via United States mail to the resident or parent/guardian's address provided in the Apartment Contract, confirming the Apartment Contract.

By federal law and University policy, room assignments and room changes cannot be made on the basis of race, color, religion, handicap, national or ethnic origin, or sexual orientation; however, we do reserve the right to deny housing to those who have been convicted of a crime or have pending criminal charges.

Eligibility

- a. University Village Flats offers apartment-style living for full-time residents with priority given to residents over the age of 21, residents with spouses, Residents with children, residents enrolled at the University of Nebraska Medical Center, and residents pursuing a graduate degree, and faculty or staff. Documentation is required for the approval of non-resident spouse/dependents to reside with the Resident. A state issued certificate of marriage, birth certificate, or proof of guardianship is required.
- b. To qualify as a full-time resident, undergraduates must be enrolled for a minimum 12 credit hours and graduate residents for a minimum 6 credit hours, during each regular academic semester. No hours are required during the summer months if the resident is pre-registered for a full academic load for the fall semester. Graduate Assistants enrolled for fewer than 6 hours must submit a letter from their department chairperson to apartments@unk.edu indicating their full time enrollment status in the department in order to qualify for housing under this Apartment Contract.
- c. Residents 16 years or younger are not allowed to reside in University housing without the approval of the Director of Residence Life.

Apartment Features

The Village Flats Apartments are designed to accommodate students who may fit the following descriptions: 21 years or older, families with children, single parents with children, married couples, graduate students, and/or UNMC students. Village Flats is staffed by Desk Assistants and a live-in Residence Hall Coordinator (RHC). Each one-bedroom and two-bedroom apartment comes fully furnished. Utilities, cable, laundry, and WiFi are already included in the price of rent.

Village Flats includes meeting rooms and laundry facilities on every floor, lounges, a second floor balcony, vending machines, and Club House with kitchenette are available for resident use.

One-Bedroom: Approximately 435 square feet. Kitchen includes full size refrigerator, stove/oven, microwave, double sink, cabinet/cupboard space, countertop space and two bar stools; pantry/storage closet. Living room includes sofa, armchair, coffee table and end table; bathroom; and bedroom with

adjustable height queen size bed, nightstand, two - two- drawer dressers, and walk-in closet.

Two-Bedroom: Approximately 700 square feet. Kitchen includes full size refrigerator, stove/oven, microwave, double sink, cabinet/cupboard space, movable kitchen island, two bar stools; storage closet. Living room includes sofa, armchair, coffee table and end table; bathroom; and bedroom with adjustable height queen size bed, nightstand, two - two-drawer dressers, and a walk-in or large closet in each bedroom.

Residents can live in the Village Flats apartments year-round including during breaks and summer. If residents would like to live-in during the summer, proof of fall enrollment is required.

APARTMENT COMMUNITY

Each Apartment Contract shall be governed by and enforced in accordance with the laws of the State of Nebraska.

Resident Responsibilities

The resident is responsible for reading and abiding by all policies set forth by the University of Nebraska at Kearney and the Office of Residence Life, including but not limited to the Undergraduate and Graduate Catalog, and the UNK Student Code of Conduct. Upon completion of the Apartment Contract, via MyBLUE (or MyRecords for UNMC), you have accepted and are bound by the terms and conditions

Upon moving into the apartment, residents are responsible for the following:

- a. Activities that occur within the resident's apartment. Even if not present or involved in a policy violation, residents may be held responsible.
- b. Guests and their conduct while present on Village Flats property. Residents may be subject to disciplinary action because of their visitor's behavior.
- c. Addressing conflict that may arise appropriately and respectfully.

OPERATIONAL INFORMATION

Apartment Contract Period

The resident is financially obligated for applicable rent and fees herein defined. The Apartment Contract is a legally binding document for the entire Apartment Contract dates and can only be cancelled by the resident if the cancellation is approved. The contract period runs July 1 – June 30.

Check-In

Check-in occurs when a resident receives an apartment key. Check-ins must be scheduled a minimum of 72 hours in advance with the Residence Hall Coordinator and be on a normal business day between 8:00 am and 5:00 pm, or with special permission. A resident is responsible to review the room inventory and acknowledge or note the condition of items in the apartment and/or bedrooms. Failure to do so 72 hours after check-in will result in automatic acceptance of the room condition and the university items within the apartment and/or bedrooms.

Check-Out Procedures

Residents must schedule a check-out appointment with the Residence Hall Coordinator (RHC) preferably 2 to 3 business days in advance and should occur during normal business hours, Monday through Friday, 8:00 am to 5:00 pm unless other arrangements are approved. The resident should check-out *at least 2 business days prior to the end of the month*. Emergencies are addressed on a case-by-case basis.

Failure to checkout properly will result in a minimum of a \$50 improper checkout fee. Fees will be assessed for keys not turned in. Keys cannot be mailed back and must be turned in to the RHC at the time of checkout. See **Keys** section for a description of cost to replace one or all keys.

Students must be checked out by the last day of the month at the end of the academic term: Fall – December 31, Spring – May 31, Summer – July 31. Please follow the guidelines below to ensure proper check-out:

- a. Schedule an appointment with the RHC at least 72 hours in advance.
- b. Clean apartment to include appliances, bathroom, and all storage prior to the checkout appointment.
- c. Return keys to staff member.
- d. **Verify the apartment condition in Roomcompact upon checkout.** Upon checking out, a staff member will assess the condition of the room. Any damages that have occurred will be recorded on the room inventory. Residents are responsible for damages. Residents are not charged for damages that were initially recorded during check-in.
- e. Pay the applicable charges as assessed on your student account.

Contract Cancellation

When a resident signs an Apartment Contract, they are obligated to abide by the agreement for the full length of the Apartment Contract. If a resident would like to cancel their Apartment Contract prior to the end date, a *Residence Life Apartment Contract Cancellation Form* must be completed and emailed to apartments@unk.edu. It is understood that if the resident cancels the Apartment Contract and the cancellation is approved by Residence Life for one of the provided reasons, the resident will still be responsible for the remainder of that month's rent.

- a. **Cancelling the signed Apartment Contract more than 7 days prior to move in date:** Resident would forfeit their \$250 down payment.
- b. **Cancelling the signed Apartment Contract within 7 days of the move in date:** Resident would forfeit their \$250 down payment and remainder of first month's rent.

Approved cancellations to the Apartment Contract after check-in, include:

- a. *Graduating in December:* Resident must provide documentation 90 days prior to graduation.
- b. *Military obligation:* Resident must provide documentation immediately upon notification.
- c. *Withdrawing:* Resident must provide written notification of withdrawal to apartments@unk.edu. The resident must arrange to vacate the apartment within 48 hours, unless prior approval is given.
- d. *Relocating outside Kearney area (defined as more than 30 miles from campus) for an academic related purpose prior*

to end of Apartment Contract period: Resident must provide documentation from the respective University department 60 days prior of intent to vacate.

- e. If a cancellation request is not approved, one additional month's rent from the date of check-out will be assessed. In this case, the current month and future month's rent is not refunded.

In two-bedroom units with two Apartment Contract holders, rent will be divided equally between both residents. If one resident is released from the Apartment Contract, the other resident will be charged the default rate equivalent to the one-bedroom apartment rate effective the **first full month after** the released party vacates the apartment. For example, if Resident A check-out May 31, Resident B will be charged the one-bedroom rate for June for one-month. The remaining Apartment Contract holder will be given 30 days to find an additional Apartment Contract holder that meets the eligibility requirements or be required to relocate to a one-bedroom apartment when one becomes available.

Fees

The first month's rent and METS fee will be assessed to the resident account approximately one week prior to the designated check-in date, The Office of Residence Life will notify the resident of a new apartment rate in writing at least 60 days prior to any change.

- a. Rent is added to the student's MyBLUE student account. Monthly rent payment is made online or in person at the Student Accounts office in Warner Hall.
- b. Rent will be prorated based upon the move in date. Rent will not be prorated for moving out prior to the last day of the month.
- c. Monthly rent must be paid on or before the first business day of each month via MyBLUE. If the first day of the month falls on a weekend or holiday, rent is to be paid on the next business day.
- d. Failure to pay the rent balance due by the 7th of the month, or immediate following business day if the 7th falls on a weekend or holiday, will result in a late payment fee assessed of \$20 for each month that it is late.
- e. Residents who have a balance of more than 60 days unpaid rent, will be notified that at the end of the current semester they will be required to vacate. The semester is defined as December 15 for fall term, May 15 for spring term, July 15 for summer term.
- f. Managing the Environment Through Students (METS) Fee: Each resident will be charged a \$5/semester commons area fee. Village Flats - METS fund covers common area damages within the apartment complex. Facility improvement items that benefit the residents will be purchased if fees remain at the end of a given term. This fee is non-refundable upon check-in of a resident.
- g. To be eligible as an occupant in the summer, between June 1 and July 31, enrollment as a full-time student in the upcoming fall term is required. If enrollment is not verified for Fall or Summer classes, the resident must check-out no later than May 31.

Termination of Apartment Contract by UNK

UNK reserves the right to terminate the Apartment Contract if any one of the following applies:

- a. Resident is not enrolled as a full-time student to qualify as a Full-time Resident, Undergraduates must be enrolled for a minimum 12 credit hours and Graduate Residents for a minimum 6 credit hours, during each regular academic semester.
- b. No hours are required during the summer months if the resident is pre-registered for a full academic load for the fall semester.
- c. Graduate Assistants enrolled for fewer than 6 hours must submit a letter from their department chairperson to apartments@unk.edu indicating their full-time enrollment status in the department in order to qualify for housing under this Apartment Contract.
- d. Resident fails to claim the apartment assigned on the designated check-in date without prior coordination.
- e. The behavior of the resident, spouse, or dependent(s) is deemed not acceptable in accordance with UNK policies; including the UNK Student Code of Conduct and Residence Life Student Rights and Responsibilities. Residence Life Student Life and Responsibilities:
 - 1. <http://www.unk.edu/offices/reslife/student-rights-and-responsibilities.php>
 - 2. UNK Student Code of Conduct: <https://www.unk.edu/knowthecode>
- f. Resident fails to maintain the apartment assigned in a reasonable state of cleanliness and neatness.
- g. Resident, spouse, or dependents willfully violate(s) any policy or procedure as prescribed in the Apartment Contract or University publications.
- h. Resident, spouse, or dependent(s) willfully fails to admit an officer/agent of the University for reasonable inspection or fails to comply with the directions issued by an agent/officer of the University.
- i. Resident, spouse, or dependent(s) allows any person or persons, other than immediate family (spouse and/or dependent children under 18 years of age with documentation previously provided to the Office of Residence Life) to assume
- j. Resident, spouse, or dependent(s) have displayed behaviors that are harmful and/or endangering to the life or welfare of others.
- k. Resident fails to pay monthly charges and applicable late fees with over 2 months accrued.

Upon notice to the resident, the Office of Residence Life may terminate the Apartment Contract for any breach of Apartment Contract by the resident. The resident will vacate the room within the timeline stated by the Office of Residence Life and pay all associated University charges and/or damages. A resident's Apartment Contract that has been terminated for policy violations will be held responsible for that current month's rent. The University may temporarily suspend this Apartment Contract without notice in the event of a situation which would make continued operation of the apartment impossible, such as a natural disaster, fire, tornado, flood, earthquake, war, act of terrorism, invasion, hostilities, rebellion, insurrection, confiscation by order of government, military public authority, or prohibitory or injunctive orders of any competent judicial or other governmental authority.

APARTMENT SERVICES AND AMENITIES

Appliances

The apartment is provided one full-size refrigerator, stove, dishwasher, and microwave. Residents may not bring in their own refrigerator, stove, dishwasher, or microwave. The resident may bring in a chest freezer, not to exceed 7 cubic feet. Oven cleaner may not be used as this results in the self-cleaning function to not be used.

Small kitchen appliances are permitted and must have a UL (Underwriters Laboratories) approved cord with label. Propane or charcoal grills are not permitted on the property. Designated grills on the north patio are available for resident use.

Cable Service

The apartments, lounges, and Clubhouse have digital, high definition cable TV. This service is included in rent. Issues with cable should be addressed with the Information Technology Services Helpdesk by calling 308-865-8363 or email unkhelpdesk@unk.edu.

Desk Services

During desk hours, the Village Flats Desk Assistants can assist with lockouts, mail, signing out packages, Work Order Requests, writing temporary guest parking passes, issuing temporary Guest ID cards, and answering any questions related to Village Flats.

Furniture

All furniture purchased for the use of residents living in University Village Flats apartments and designed for the common areas (lounges) shall remain in the common areas; it is not to be taken by residents to their apartments for personal use. Furniture provided in the apartments must remain in the assigned space. Furniture may not be elevated.

Laundry Rooms

All machines use High Efficiency (HE) detergent. Laundry is included in the cost of rent. Non-residents are not permitted to use laundry facilities. The University is not responsible for damaged or stolen laundry. Clothing left in laundry rooms for an extended period may be placed in a designated lost & found and will be donated or disposed of if not claimed within 15 calendar days.

Mail Service

Mail is delivered daily, except Sundays and Holidays, to Village Flats front desk or mailroom area. Residents are assigned a mailbox according to their apartment number. To help the distribution of mail go more quickly, please have mail addressed in the following manner and to this address:

First Name Last Name
2201 University Drive
Apartment #
Kearney, NE 68845

Residents can receive packages one of three ways: In their personal mailbox; a parcel key placed in their personal mailbox, which gives them access to a particular parcel box; or logged and stored at the front desk of Village Flats.

For packages stored in a parcel box, the designated parcel key will be placed in the resident mailbox. Once they have retrieved their package from the parcel box, the resident will leave the parcel key in the parcel box key lock. Residence Life staff will retrieve the parcel key from the parcel box key lock.

If a resident has a package logged and stored at the front desk of Village Flats, they will receive an email and a text message (if information has been updated in MyBLUE/MyRecords account). Residents can opt out of receiving text messages by contacting the Residence Life main office at 308-865-8519. Standard text message rates apply to all package notifications students receive. Residents are required to have their UNK or UNMC/UNK Affiliated ID card in order to pick up a package during regular desk hours.

Maintenance Work Requests

Fill out a maintenance work request online at (www.unk.edu/offices/facilities) if something in your apartment or a public area in the apartment complex is in need of attention or repair. Also, please report the problem to your RHC or Desk Assistant.

Public Areas

Custodian staff are responsible for maintaining the public areas such as public bathrooms, laundry rooms, collaboration rooms, stairwells, hallways, building entrances/exits, and clubhouse. Staff are not expected to clean up personal messes or dispose of personal trash.

APARTMENT CONDITION AND BUILDING OR UNIT DAMAGES

Apartment Condition

Residents are asked for their cooperation in maintaining a high standard of cleanliness and keeping maintenance repairs at a minimum. Residence Life is not responsible for providing cleaning supplies. Residents are responsible for emptying their own trash in the dumpsters provided outside the building.

Painting requests must be made by filling out a work request. The Facilities Staff will do painting on an as-needed basis. Painting is not permitted by the resident.

Residents are encouraged to decorate and personalize rooms to the extent that it does not damage the room or its contents. Residents are permitted to move the furniture within a room but not out of a room. Posters must **not** be placed edge to edge so that a continuous path of fuel is established in the event of fire. Nails, screws and permanent adhesive hooks are not to be used to mount decorations of any kind.

Damages

All residents of an apartment will be responsible for damages, loss, and custodial or maintenance work that is due to student negligence and not admitted to by any one individual in the room. The University recognizes that some allowances must be made for normal wear and tear usage.

Each apartment is furnished, according to apartment or bedroom capacity. All University furniture must remain in the room for the duration of the contract.

While custodial and maintenance services are provided, residents share responsibilities for general maintenance and upkeep of their community living environment. This environment includes apartments, living areas, hallways, stairwells, rest rooms, public areas, and exterior grounds facilities. Residents should not attempt to repair damages on their own. The University will be responsible for making such repairs and will charge for damages accordingly. All costs are subject to change due to rising cost of materials, goods, and labor. Charges assessed to the student(s) is determined based on the full cost of repair, parts, labor, and other replacement costs associated with the damage

Health and Safety Inspections

The Residence Life staff conducts periodic health and safety inspections. The intent of these inspections is for preventative and corrective action. Residents will be given a 24-hour notice prior to the inspections. If a room does not meet minimal health and safety standards, residents will be asked to address the issues within 24 hours to correct any problems or violations. Residence Life reserves the right to clean and charge for the cleaning of apartments deemed unsanitary. Residents will receive a minimum of twenty-four (24) hours' notice prior to inspections. Items found that may be illegal or in violation of the Apartment policy will be documented and may be confiscated.

METS

"Managing the Environment Through Students" (METS) is a program designed to promote responsibility among students for their apartment community. Damages in public areas where individual accountability cannot be determined are assessed equally to students within a living area and withdrawn room the METS account. Money remaining in the account at the end of the academic year is used for hall specific improvements.

STUDENT RIGHTS AND RESPONSIBILITIES

Residency on campus carries with it the presumption that residents will conduct themselves as a responsible member of the apartment community. By signing the Residence Life contract, residents agree to abide by all published University policies, rules and regulations.

Abandoned Property

Property which is left by a resident at the end of his/her contract period or upon check-out, is considered abandoned and will be packed up by a University official in the presence of a witness. The contents will be inventoried and stored in another location. A letter and a copy of the inventoried items will be sent to the student at the student's home address on file with the University, informing the resident that they have sixty (60) days to claim the property. Items not retrieved within this period will be donated to a local charity or disposed of at that time. The University has no liability for the loss or damage to a resident's personal property if the property has been abandoned.

Accidents/Losses

Residents are required to immediately report any fires, accidents, injuries, and property damage occurring in the apartments to their hall staff.

Alcohol

Specific units in University Village Flats Apartments will be allowed to have alcohol when both contract holders are over the age of 21 in a two-bedroom unit, or the only contract holder is over the age of 21 in a one-bedroom unit.

- a. Any individual consuming alcohol must be 21 years of age. Any student or guest in a room who knows that alcohol is present will be held responsible under the alcohol policy unless a resident informs a staff member of the violation or removes themselves from the room.
- b. Alcohol cannot be consumed while in the presence of persons under the age of 21 unless they are legal guardian of the person under 21. Parents and guardians who are over 21 may consume alcohol responsibly in the presence of their dependents.
- c. Distributing alcohol to minors is prohibited.
- d. Open containers of alcoholic beverages are prohibited in all common areas of the apartments.
- e. Kegs and other common source containers are prohibited.
- f. Residents must transport alcohol in a closed container to their designated unit through the main north or south door of the building.
- g. Parties involving ten or more individuals, binge and excessive drinking, drinking games (beer pong, flip cup, etc), and intoxication of participants are prohibited.

- h. Students must comply with all federal, state, and local laws.
- i. Students must adhere to the UNK Code of Student Conduct and Residence Hall Handbook.

Apartment Changes

The unauthorized changing of apartments is prohibited. Apartment changes are requested and considered on a case-by-case basis, based on availability. Please contact the RHC for more information.

Apartment Entry and Search

The University reserves the right to enter and search rooms in order to serve institutional purposes, which include protecting the health and safety of residents, enforcing University rules and regulations, and other reasonable purposes. Searches generally will not be conducted unless there is an emergency requiring immediate action (i.e., medical concern, extreme community disruption, or danger to the campus community) or unless there is a search warrant. UNKPD may also assume responsibility for a search.

The Nebraska Uniform Residential Landlord and Tenant Act does not apply to an Apartment Contract through the University of Nebraska. As stated in Neb. Rev. Stat. § 76-1408(1), as amended, the resident is entering into this housing lease Apartment Contract for a residence at an institution which is incidental to the provision of education services.

Candles and Incense

Candles (including lit and unlit decorative candles) and incense are not permitted in the apartments. No-flame candle plates are not permitted. Wax warmers, with enclosed miniature light bulbs, are permitted.

Children

Residential housing is solely reserved for students enrolled at UNK, approved UNK Faculty and Staff, and Residence Life staff members serving such students. Children are not allowed to reside in residential housing unless they are a legal dependent child of a Residence Life staff member or Village Flats approved resident as part of family housing. Any child age 11 and under visiting or residing must have adult supervision at all times. Babysitting is prohibited in the residence halls.

Village Flats is a community composed of people of all ages. The Residence Life staff wants each resident to enjoy a minimum of restriction in their personal life; however, to help ensure the safety of children (non-students, under 18 years of age, residing in Village Flats) and to ensure that apartment living is safe and enjoyable for the entire community, the following guidelines have been developed:

- a. Parents are responsible for the supervision of their children at all times. Children age 11 and under must be supervised by an adult at all times and may not be issued a lock-out key or individual ID card at any time.
 1. At the request of the eligible Village Flats student resident, UNK will issue a photo ID card (ID card fee will apply) to each authorized occupant that is twelve years of age or older.
 2. Whenever possible Residence Life will only issue two apartment keys to a unit to authorized occupants, to avoid excessive keys and for consistent key inventory. Lost keys will result in

replacement fees assessed, including re-coring if necessary.

- b. Play which is disturbing to residents is prohibited within reason after 9:00 p.m. and during final exam weeks.
- c. Children must adhere to all resident policies including use of recreation equipment.
- d. All safety and security procedures, including evacuation procedures in the event of an emergency, are each residents' responsibility to be aware of and abide by.
- e. Parents must accompany all children age 11 and under to and from Residence Life programs, unless otherwise specified by Residence Life staff.

Enforcement: While primary responsibility for supervision of a child rests with the parent or guardian, members of the community also share responsibility for maintaining a safe, harmonious environment. Should a child be seen unsupervised, violating policy, and/or causing a disruption, the behavior in question should be brought to the attention of the parent or guardian, and a report should be made to Residence Life staff. Depending on the severity of the case, disciplinary action may be taken against the contracted parent/guardian. If ever the safety of a child is in question the police should be called immediately.

Compliance

Residents are expected to cooperate fully by furnishing all the requested information and complying with all requests made by a University official and/or Residence Life staff member. This includes, but is not limited to, providing student ID when requested, meeting with Residence Life staff members as directed, and/or completing sanctions outlined as the result of an administrative disciplinary meeting. Pranks, verbal harassment, swearing, or any similar disrespectful behavior directed toward a staff member will not be tolerated and may lead to further disciplinary action.

Computer Usage

Theft or other misuse of computer facilities and resources provided by the University, including but not limited to; unauthorized entry into a file, to copy, use, read, or change the contents, or for any other purpose, unauthorized transfer of a file, use of another individual's identification, username/user id and/or password, use of computing and information technology facilities and resources to interfere with the work of another Student, faculty member or University Official, use of computing and information technology facilities and resources to send obscene or abusive messages, use of computing facilities and resources to interfere with normal operation of the University computing system and information technology systems, use of computing and facilities and resources in violation of copyright laws, any violation of the University Computer Use Policy (Executive Memorandum No. 16). Wireless routers are not permitted in the apartments.

Confiscation

The Office of Residence Life reserves the right to confiscate property identified as a policy violation in this handbook and in the Apartment Contract. Residence Life staff may confiscate items that are legal to possess, are in violation of the apartment policy (i.e. certain cooking equipment). The apartment staff will hold these items and the resident will be responsible to collect them.

A resident will receive written confirmation of any items confiscated from his/her room. Items that are confiscated and returned must be removed from the apartment and campus as directed by the apartment staff. Unclaimed items will be donated or disposed after 15 business days.

Controlled Substances

Use, possession, manufacturing, or distribution of marijuana, heroin, narcotics, or other controlled substances, or drug paraphernalia, except as expressly permitted by law. Possession of drug paraphernalia that can be demonstrated to be linked to illegal drug activity is also a violation of this policy. Students and their guests are not permitted to possess paraphernalia such as bongs, rolling papers, deseeding trays, roach clips, scales, or any item used to inhale/ingest illegal substances, or any item used to disguise the use of drugs. Misusing legal substances to obtain an altered state is prohibited. Federal and state laws forbid the sale and use of drugs that are not prescribed by a physician for personal use or are not available on the legal open market. Any person known to be in possession, using, or distributing such drugs is subject to disciplinary action and possible arrest, imprisonment, or fine according to state law.

Disorderly Conduct

Behavior that is disruptive to orderly community living is prohibited. Conduct that is disorderly or indecent, including but not limited to, public urination; breach of peace; or aiding, abetting, or procuring another person to breach the peace on University premises or at functions sponsored by, or participated in by, the University or members of the University community.

Displaying Offensive/Disrespectful Items

Items deemed disrespectful or offensive by Residence Life staff is prohibited on apartment doors or when visible through the window or open apartment doors. Some displayed items may also violate the harassment policy and will not be allowed.

Elevators

When elevators are out of service because of misuse by residents, those residents as being responsible for the misuse will be charged for the service call of the elevator company employees. Defacing or vandalizing elevators is also prohibited and will result in charges to the individual or individuals found responsible.

EMERGENCY SITUATIONS

In case of life-threatening emergencies, call 911. If possible, also contact a Residence Life staff member on duty and UNKPD at (308) 865-8911. For non-life-threatening, emergencies please contact the Office of Residence Life and UNKPD.

Fire Safety

State law, as well as Residence Life policy, requires that all students leave their apartment and/or public areas when a fire alarm is sounded. Failure to evacuate during an alarm will be subject disciplinary action and/or civil action. Smoke detectors are provided for your safety in each room/apartment and should not be tampered with or disconnected.

Residents and guests should not falsely activate the fire alarm or tamper with the alarm equipment (heat detectors, pull stations, fire extinguisher, exit/emergency lights, and sprinkler heads or smoke detectors) and is a federal, state and local violation of the law. Equipment that needs repair or is malfunctioning should be reported to Facilities Management immediately at 308-865-1800 or to hall staff.

Exits or exit access shall not be obstructed at any time in any manner with furniture, storage, displays, vending machines, etc. Fire doors on stairwells, unless arranged to close automatically in the event of fire, shall be maintained in the closed position at all times. Exit signs shall be properly illuminated at all times. Such signs shall not be obstructed or blocked from view at any time. Exits and exit access doors shall not be locked at any time unless equipped with panic hardware or other approved means to permit emergency egress by building occupants.

Liability/Disruption of Services

The Office of Residence Life is not liable for loss or damage to personal property in resident rooms or public areas. It is the responsibility of all residents to keep their apartment locked at all times. Residents are strongly encouraged to have renter's insurance to cover their property against loss.

The Office of Residence Life is not responsible for the continuation of food, mail, custodial, heating, maintenance, or security service at normal levels in the event of a natural disaster, strike, or lockout of public employees or suppliers' employees, power-water-sewer interruptions from on-or-off campus sources, or in the event of other catastrophic events beyond the control or reasonable anticipation of Residence Life and the University.

Tornado Alarms and Shelters

When a tornado siren is sounded, residents should seek shelter at the lowest available floor, clear of all windows. Do not use elevators. Village Flats storm shelter is located in the first floor, east wing of 1-bedroom units between the reinforced steel double doors.

Extension Cords and Surge Protectors

Extensions cords and surge protectors may be used in the apartments. Extensions cords and surge protectors must be Underwriters Laboratory (UL) approved and contain a three-prong grounded plug. Extension cords and surge protectors cannot exceed 12 feet in length and should not be strung together with other extension cords

Gambling

Unlicensed gambling is a violation of state law. Gambling is not permitted on state property.

Guests

A resident may only host a guest for a limit of three consecutive nights in a week. ID cards for access or keys will not be provided to guests. The host resident is responsible for the actions of their guests. Guests must be escorted in public areas at all times.

Harassment

Harassment in any form, threats, demands, and retaliation is prohibited. The University maintains a strict policy prohibiting sexual misconduct and harassment on the basis of race, religion, color, national origin, disability, marital status, sexual orientation, age, or any other basis protected by federal, state or local law, ordinance or regulation. All such harassment is unlawful and will not be tolerated.

Hazing/Endangerment

Hazing, defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any Student organization (regardless of whether the organization is formerly recognized as an RSO). Such hazing activity shall include, but not be limited to, whipping, beating, branding, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug or harmful substance not generally intended for human consumption, prolonged sleep deprivation, any brutal treatment, or the performance of any act which endangers the physical or mental health or safety of any person.

Holiday Decorations

Many holiday decorations are highly combustible, special care must be taken in decorating. Cut live trees are NOT permitted in apartments. Light cords used on artificial trees or in apartment decorations (including lights used in windows) must be Underwriters Laboratory (UL) approved and should be checked for safety. Lights must be turned off when leaving the apartment. Window decorations celebrating the current holiday are permitted to be displayed but cannot obstruct the window. Apartment doors may not be completely wrapped in paper due to fire hazard. One item may be hung on the door using removable adhesive hanger. If the adhesive hanger or decoration used damages the door, the resident will be held responsible. Holes may not be put in the door to hang any decorations.

Floor mats outside an apartment door may not be utilized as cause a safety evacuation concern and are highly combustible.

Identification

Misrepresentation or misuse of student identification is prohibited. Residents, visitors, and guests are required to produce their UNK ID or other picture ID (i.e. driver's license) immediately upon request to a University official to verify their identity. Anyone who cannot show appropriate identification may be asked to leave the apartments immediately. Misuse of the University ID card by allowing others to gain apartment access is prohibited. Presentation of a false ID is considered criminal

impersonation, which is a violation of Nebraska state law (Nebraska Rev. Stat. §28-638).

Keys

Apartment keys may not be loaned or duplicated for another person's use. If a resident loses keys, the following steps will be taken:

- a. Check with hall staff to see if the key(s) has been turned in. If not found, the apartment staff will start the replacement process. The lock will be re-cored and the resident will be assessed the replacement costs listed below.
- b. Replacement key costs, including labor and re-core:
 1. Apartment-Mailbox Key - \$ 55
 2. Bedroom Keys - \$20 each

Lock Outs

Village Flats has implemented a progressive conduct process including fees charged, to educate residents on the importance of carrying both their apartment key and UNK ID card at all times. The conduct process includes:

- 1st incident: Letter of Warning and no fee
- 2nd incident: Student charged \$25
- 3rd incident: Meeting with Village Flats RHC and student charged \$25
- 4th incident: Conduct meeting with Village Flats RHC and student charged \$25 and referred to living in a traditional residence hall staffed with on-call personnel.

Staff members completing the lockout or assisting because the student forgot their NU ID card, will record the incident in Roompack software using the department lock out log. Residents of the apartment unit within one family, follow the same incident procedure collectively. For example, if a student living with family members requests a lock-out, and then their spouse or dependent requests a lock-out, the incident progresses as the 2nd incident in the conduct process.

When a resident or family member (approved to live at Village Flats) is locked out of their apartment or has forgotten their ID card and cannot access the building, they will:

- a. Go to the front desk to see if the Hall Coordinator or student staff member is working.
- b. If a staff member is present, they will provide assistance as outlined in Residence Life operational procedures.
- c. When a staff member performs the lock out, the incident is recorded on the lock out log. The Hall Coordinator will initiate the billing of the student's account for the lock out according to the policy.
- d. If a student or family member arrives at the front desk and finds that staff is not present, they will call UNK Police. UNK Police will conduct the lockout or notify the Residence Life Administrator on Call who will perform the lock out and record the incident on the lockout log.
- e. The Hall Coordinator will send an email to the student, and copy UNK Housing (housing@unk.edu) informing them of the lock-out policy, documentation of the number of occurrences, and confirming the charge will be placed on their student account.

Littering/Trash

Improper disposal of personal trash is considered littering. Residents are responsible for the proper disposal of their trash in the dumpster located outside the building on the north side. In the event that a resident litters in a public area (i.e. hallway, stairwell, and lounge) or the surrounding grounds of the building, that student will be responsible for the cost of the cleanup. Apartment trash and litter found in common areas will result in disciplinary action.

Pets

Only non-dangerous fish are permitted in the apartments; all other pets are prohibited. Each apartment is allowed to have one aquarium no larger than 10 gallons. The cost of pest control and cleaning will be assessed to the resident if this policy is violated. Students who wish to seek an accommodation should contact Disability Services for Students.

Posting Policy

All posting material must be approved and stamped by the Office of Residence Life BEFORE copies are made for distribution. No posting is to be done by individuals but will be distributed from the Office of Residence Life to each hall staff for posting. Off-campus businesses or entities may not post advertising or materials in the apartments.

The full posting policy can be found online at <http://www.unk.edu/offices/reslife/residence-life-digital-signage-and-posting-policy.php>

Prohibited Areas

Unauthorized individuals are not allowed on the roof, overhangs, or awnings of the apartment building or adjoining facilities. Unauthorized occupation and entry into an apartment, bedroom, or housing facility is prohibited.

Quiet Hours/Noise

Quiet hours are established to provide periods during which noise and other disturbing activities are prohibited to allow residents a peaceful time to sleep and/or study. Courtesy hours are in effect twenty-four (24) hours a day and require that all residents and guests keep their noise to a level that does not interfere with others. Residents responsible for excessive noise and/or disruptive behavior will be subject to disciplinary action. Sound equipment may not infringe on the rights of others. At no time may amplified sound be directed out of windows. Quiet hours are Sunday-Thursday 11:00pm-9:00am, Friday and Saturday 1:00am-9:00am.

The apartments will begin twenty-four (24) hour quiet hours on the Sunday prior to the start of finals week. Policy violations may result in immediate removal from the apartment.

Safety and Security in the Apartments

Residents are responsible for locking their apartment. Exterior doors and doors leading to living areas are locked twenty-four (24) hours a day. However, each resident entering and leaving the apartment should make sure that doors are secured and locked. Doors may not be propped open. Unauthorized entry is not permitted. Residents are not allowed to exit the apartment through the emergency doors/fire exit except during an

emergency. It is important that residents are security conscious in the apartment, on the campus, and in the community.

Students should be familiar with safety precautions. Residents should be aware of their actions and the potential danger that could be inflicted on other persons or property. The violation of a safety policy will result in an apartment probation and/or termination of the Apartment Contract.

Sexual Misconduct Policy

The UNK Sexual Misconduct Policy applies to all persons involved in the operations of the University and prohibits unlawful harassment by any student or employee of UNK. Any attempt by a student or guest to physically or verbally harass a resident/student, or other University staff member because of the performance of his/her duty will be viewed seriously and result in disciplinary action, including the possibility of University suspension or expulsion.

The University of Nebraska at Kearney is committed to providing an academic environment free of harassment. Any incidents of harassment should be reported to a Residence Life staff member and UNKPD immediately. Depending on the circumstance, incidents of harassment will be handled through the appropriate office.

Any complaints of sexual misconduct, including dating violence, domestic assault, domestic violence, rape, sexual assault, sexual harassment, and stalking, should be reported immediately to the Title IX Coordinator. Please see the UNK Sexual Misconduct Policy for further details.

Solicitation/Sales

Canvassing or solicitation of funds, sales, votes, memberships, literature, signatures, or subscriptions - whether it is UNK related or not, is not permitted in the apartments. This includes going "door-to-door" in the apartments for the above reasons. Putting "door hangers" on doorknobs and/or sliding flyers underneath doors into students' rooms is not permitted. Apartments are not to be used for any commercial purposes or selling via personal business.

Sports Equipment Use

Sports activities inside the apartment building are not permitted. This includes, but is not limited to, roller-blading, skateboarding, having water fights, personal mobility device, bike/scooter riding, rough housing, and playing pranks. Residents should refer to the Campus Mobility Device policy for more information.

Theft

Theft is a violation of local, state and federal laws and is prohibited.

Tobacco and Vaping

The use of all forms of tobacco and vaping products is prohibited on University of Nebraska at Kearney property with the exception of parking lots. The prohibition extends to vehicles and venues owned, operated, leased, occupied or controlled by the University. "Tobacco products" includes all forms of tobacco, inclusive of but not limited to, cigarettes, cigars, pipes, water pipes (hookah), electronic cigarettes and similar devices, and smokeless tobacco products.

Vandalism/Damages

Damages, destruction or defacement of University property is prohibited. Common area damages are charged equally to all students residing in that area. If, however, an individual resident or group of residents is responsible for damage to the building and can be identified, the responsible party will be required to pay the cost incurred.

Violation of Federal, State, or Local Law

Violation of federal or state law, or a county or municipal ordinance or regulation within residential premises will not be tolerated.

Violence, Fighting, Threats, Intimidation, Assault

Threats of violence (verbal, physical, sexual, etc.), assault, bullying, or conduct that threatens the health, safety, or welfare of any person in or around the apartment community will not be tolerated. Posts via social media are also included under this policy.

Weapons, Firearms, Explosives

Weapons are not permitted in the apartments. This includes, but is not limited to, firearms, ammunition, explosives, tear gas, large knives, pellet guns, wrist rockets, catapults, dart guns, and devices that propel objects through the air such as airsoft or Nerf guns. Recreational weapons such as, but not limited to, sling shots, electronic stun guns, pellet guns, air soft guns, etc., are not permitted in the apartments. Objects that are used in the martial arts, such as nunchakus, throwing stars, and bolas, and those used in hunting, such as bows and arrows, are not permitted in the apartments. Students who use an object in the form of a weapon to injure someone are subject to disciplinary action under this policy. Residence Life staff may search a bedroom/apartment if there is reason to believe a weapon is located in the bedroom/apartment. Violation of this policy may result in termination of the Apartment Contract. The only exception to this policy is legal chemical dispensing devices, such as pepper sprays, that are sold commercially for personal protection.

Windows

Throwing, dropping, hanging, etc., of any object from an apartment window is prohibited. Removal of window screens and entering or exiting the apartment complex by way of a window is prohibited.

RESIDENCE LIFE AND UNIVERSITY CONDUCT PROCESS

Any time individuals of varying lifestyles come together to live in a community environment such as an apartment, rules and regulations such as those previously described become necessary. When violations of these rules and regulations occur, the Residence Life staff is responsible for determining if action should be taken to protect the welfare of the community and/or the physical maintenance of the apartments. The process by which action is taken comprises the Residence Life disciplinary process.

Residence Life staff members must address every violation of which they become aware. Do not expect or ask staff members to ignore policy violations. Be aware that the staff is dealing with an alleged violation of student responsibility, and this is not an indication of feelings about the student as an individual.

Student Conduct and Residence Life

Policies stated in the Residence Life Handbook are an extension of the University of Nebraska at Kearney's Student Code of Conduct. On-campus residents are required to adhere to both the Student Code of Conduct and the Residence Life Handbook. Failure to comply with the policies stated in the Residence Life Handbook and/or Student Code of Conduct may be documented and referred to the Student Code of Conduct office.

Student Rights

Any time a student goes through the Student Code of Conduct process they have the following rights. The following information regarding student rights comes directly from the Student Code of Conduct:

Per Article IV, Section 2.5 of the UNK Student Code of Conduct, please be advised of the following rights and responsibilities:

- a. You will be advised of the source and nature of the misconduct complaint that has been filed.
- b. You are entitled to be accompanied by legal counsel or an advisor at your expense at any meeting or hearing relevant to the misconduct alleged in the complaint.
- c. You are under no obligation at any time to admit the misconduct alleged or to make any other statement at any meeting or hearing relevant to the misconduct alleged.
- d. Any statement that you may make can be used against you the student in accordance with the Disciplinary Procedures.

The Student Conduct Process

Students who have potentially violated a Student Code of Conduct policy will be documented and referred to the Student Code of Conduct office. Once a documentation has been received it will be reviewed by a hearing officer who will then determine the next steps. If a violation has potentially occurred the hearing officer will contact the involved student(s) via email about setting up a hearing. Information and specifics about the code of conduct process will be given in the initial email communication.

At the start of a conduct hearing, a student is given the choice between an administrative disposition or a University Conduct Board hearing. An administrative disposition is an individual meeting between the conduct officer and the student(s) involved in the potential violation. The results of an administrative disposition are determined by the conduct officer and agreed to by the student(s) involved in the hearing. If a student does not agree with the outcome of the administrative hearing and/or fails to sign and return the administrative disposition form within three days the conduct case will be referred to the University Conduct Board for a hearing.

The University Conduct Board is made up of Faculty, Staff and Students. The University Conduct board will hear the case and make a decision. The University Conduct Board's decision may be appeal but only for the following reasons:

- a. The information presented to and received by the Conduct Board was not sufficient to support its decision.
- b. The sanctions imposed by the Conduct Board were excessive and/or not in keeping with the gravity of the misconduct.
- c. The Conduct Board failed to follow the Disciplinary Procedures and that because of such failure the Student or RSO did not receive a fair and impartial hearing.

Should an appeal occur the case would be heard by the University Appeal Board for a final decision. The appeal board is made up of UNK faculty, staff and students who are separate from the University Conduct Board.

Detailed policies and procedures for conduct hearings can be found within the University Of Nebraska Student Code Of Conduct.

Sanctioning

In the event a student is held responsible for a policy violation, sanction(s) may be assigned. Below is a list of potential sanctions. Please note that this list is not exhaustive, and the assignment of sanctions is determined by the conduct either officer or student conduct hearing board.

The following sanction(s) may be imposed upon any individual student found to be "in violation" of the University or Residence Life Conduct Rules and Regulations.

- a. **Warning:** An oral or written notice that the student is violating, or has violated, one or more University or Residence Life Conduct Rules and Regulations and that a continuance of the misconduct may lead to additional conduct action. Also, that the incident has been documented and shall remain in the student's file for the remainder of their UNK career.
- b. **Probation:** A formal, written reprimand for a student's violation(s) of specified University or Residence Life Conduct Rules and Regulations. This probation, including strict campus conduct guidelines, is for a designated period and may remain in effect for the remainder of a student's UNK career. It includes the University or Residence Life Policies during the probationary period.
- c. **Loss of Privileges:** Denial of specified privileges for a designated period.
- d. **Restitution:** Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary, and/or material replacement.
- e. **Educational Sanction:** Educational Sanctions are meant to help students learn from their decisions and reflect on what they want to get out of the University experience. If you are involved with the conduct system, it is likely that you will have the chance to discuss and education sanctions that you think are appropriate.
- f. **Referral:** The student is encouraged to complete all follow-up recommended from the referred office(s). Any costs or further actions associated with the referral are a responsibility of the student.
- g. **Conduct Sanctions:** In accordance with the goal of education and assisting students with conduct problems, this may include work assignments, educational requirements, service to the University or Kearney community, parental notification, University suspension, University expulsion, or other related discretionary assignments or sanctions. Any costs associated with the assignment or sanction are the responsibility of the student.
- h. **Residence Hall/Apartment Relocation:** Moving a student from one building to another if feasible.
- i. **Residence Hall/Apartment Suspension:** Separation of the student from the residence halls/apartments for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified.
- j. **Residence Hall/Apartment Expulsion:** Permanent removal of the student from any and all of the residence halls/apartments. Student may not re-enter the residence halls/apartments, under any conditions, even as a visitor. Students expelled from the residence halls/apartments remain liable for all Residence Life costs and are not eligible for refunds for the full occupancy period of the UNK Apartment Contract. Depending on the seriousness of the violation, a referral may be made to the Assistant Dean of Students.

A student may be removed from the residence halls or apartments upon being found responsible of one or more violations of University or Residence Life Rules and Regulations. Termination of a student's right to tenancy is not considered a denial of the individual's right to an education.

Confidentiality and Privacy

Student records are official and confidential documents protected by one of the nation's strongest privacy protection laws, the Family Educational Rights and Privacy Act (FERPA). Education records, as defined by FERPA, include all records that schools or education agencies maintain about students. Students have the right to review the contents of records, and challenge information they believe is not accurate. Appropriate University personnel must supervise the review of records, and challenges must be directed through the appropriate administrative office. For a parent, legal guardian, or designated person to be given access to records, they must have legitimate need to know, and written permission from the student (this includes Apartment Contract information, change of contract information, change of meal plan information, financial information, and conduct information). For more information on the law and procedures, contact the Dean of Student Affairs at 865-8528. All conduct records concerning Residence Life are confidential, and kept at the Office of Residence Life. The University has the right to notify parents if the student is a threat to self or others in accordance with FERPA.

For more information about the Student Code of Conduct and the Student Code of Conduct process, please refer to the full document and appendices.

The complete Student Code of Conduct can be found here:
<http://www.unk.edu/knowthecode>