

THE UNIVERSITY OF TEXAS AT TYLER

Residence Life Handbook For Student Housing 2011-2012

Welcome to UT Tyler!

On behalf of the Residence Life staff, I'm pleased to welcome you to UT Tyler and the Residence Life community!

Living on campus offers the chance to make life-long friends, to be involved in enriching activities and to get a quality education. Like all things in life, though, you will get out of living on campus what you put into it. I strongly encourage you to spend time getting to know the other residents around you and making the most of the opportunities for involvement on campus.

This handbook is a guide for many of the processes, procedures, and policies of UT Tyler Residence Life. We have established these policies to ensure your safety and to ensure that an environment where everyone can learn and socialize is respected. We have attempted to set our administrative procedures to be as efficient as possible to minimize the inconvenience for you the student.

The Residence Life staff is committed to providing you with a safe, comfortable and dynamic living environment. We hope you'll have a successful year academically and personally. If we can be of any assistance, you can reach us at Residence Life Office in UC 3320 at (903) 566-7008.

Welcome home to UT Tyler! We're glad you're here!

With Patriot Pride,

A handwritten signature in black ink that reads "David R. Hill". The signature is written in a cursive, flowing style.

David R. Hill
Director of Residence Life
and Judicial Affairs

General Information

Campus Housing maintains three (3) housing options:

- Patriot Village apartment suites
- Ornelas Hall triple suites
- Ornelas Hall double occupancy rooms

For the purpose of this Handbook, all three will be referred to interchangeably as "suite".

Patriot Village Apartments are open to any student enrolled at UT Tyler. Patriot Village apartments offer:

- Four-bedroom/two-bathroom air-conditioned fully furnished apartments with full-sized kitchens. Residents in these suites each have a private, 12'4" by 13'11" bedroom.
- A very limited number of two-bedroom/one-bathroom suites are available. These suites also have full-sized kitchens and private, 12' 4" by 13' 11" bedrooms.
- Furniture is included with rent. Each bedroom is furnished with a twin bed and a chest of drawers, a student desk with a fold-down keyboard tray, and a desk chair. Each living area is furnished with a sofa and a coffee table.
- The kitchens are full-sized and include an electric stove, a refrigerator/freezer with icemaker, microwave, garbage disposal, four locking pantries and dishwasher.
- The following utilities are included in rent: electricity, water, trash removal, 500kb/500kb computer data connections in each bedroom and basic cable service.
- A storage room measuring 13' x 5' is attached to all four-bedroom apartments.
- Coin-operated laundry facility located in each building, compatible with P2 card. Each laundry room contains 7 washers and 7 dryers.
- Sand volleyball court.
- Community Center with mail room, pool table, 50" plasma screen HDTV, video and board games, kitchen, coke machine and snack machine.
- Gated access to the property with card access to all suites.
- Six live-in resident assistants and a head resident assistant are on site.
- Closed circuit security cameras and emergency phones on premises.

Ornelas Residence Hall is open to any student enrolled at UT Tyler. Ornelas Residence Hall offers:

- Triple Occupancy suites have three private bedrooms that measure 10' x 13'. Each bedroom is furnished with a twin bed with an extra long mattress (36" x 80"), a dresser, bookshelf, night stand, a desk and a chair. The suite has a bathroom that the three residents share and a common living area. The living area is furnished with a sofa, end table, chair, and two ottomans.
- Double Occupancy rooms measure 12'11" x 25' and are furnished with 2 twin beds with extra long mattresses (36" x 80"), two dressers, two bookshelves, two night stands, two desks, and two chairs. The Double Occupancy room has a bathroom that the two residents share.
- All utilities are included in the rent. Utilities include electricity, water, garbage, high speed internet access, basic/expanded cable, and local phone service.
- Coin or P2 card operated laundry room on the first floor with a total of 11 washers and 11 dryers.
- A Theatre/Common room with a full video system.
- Eight resident assistants and a head RA live in Ornelas Hall.
- A study library with internet connections and computers.
- A mail room for letter and package delivery.

Housing Rates

Housing rates per student (contracts are for a full academic year):

FOUR BEDROOM APT.	PATRIOT VILLAGE	RATE
Four-person apartment (semester)		\$3,111
Four-person apartment (academic year)		\$6,222
Four-person apartment (monthly)		\$691
TWO BEDROOM APT.	PATRIOT VILLAGE	RATE
Two-person apartment (semester)		\$3,719.50
Two-person apartment (academic year)		\$7,439
Two-person apartment (monthly)		\$827
DOUBLE OCCUPANCY	ORNELAS HALL	RATE
Double Occupancy (semester)		\$2,672.50
Double Occupancy (academic year)		\$5,345
Double Occupancy (monthly)		\$594
THREE BEDROOM	ORNELAS HALL	RATE
Three Bedroom (semester)		\$2,989.50.
Three Bedroom (academic year)		\$5,979
Three Bedroom (monthly)		\$ 664

Please note that rent is billed on a semester rate. A monthly rate is provided on this chart only to allow comparison with apartments that bill on a monthly basis. The rent can be paid in three installments (50%, 25% and 25%) by contacting Student Business Services at (903)566-7227.

Residents of Patriot Village must choose one of the following meal plans:

Spirit Meal Plans	Cost Per Semester (plus tax)
Orange - 5 meals/week + 300 Dining Dollars	\$978
Blue - 3 meals/week + 150 Dining Dollars	\$520
White - 0 meals/week + 315 Dining Dollars	\$389

Residents of Ornelas Hall must choose any of the following meal plans:

Freedom Meal Plans	Cost Per Semester (plus tax)
Washington - 19 meals/week + 50 Dining Dollars	\$1,591
Jefferson - 15 meals/week + 100 Dining Dollars	\$1,591
Lincoln - 10 meals/week + 250 Dining Dollars	\$1,591

Dining Dollars are dollars credited to your Student ID card which can be used to purchase food, beverages and various sundry items at any campus retail food location or convenience store.

Things to Bring With You

The suites are considered fully furnished. You must provide your own linens. The mattresses are 80 inches long by 36 inches wide. You should bring your own alarm clocks, towels, surge protector power strips, and study lamps (**not halogen**). If you have a question about a specific item, please contact your RA, the ADRL, or the Residence Life office at (903) 566-7008. Most students will want to bring a personal computer, stereo and TV. You should contact your suitemates as soon as you can to avoid duplicating items everyone in the suite will be using (ie: vacuum cleaner, living area TV, etc.). Here are some other items to bring:

- Linens & Comforter
 - Towels
 - Toilet paper
 - Pillow
 - Trashcan and trash bags
 - Cleaning supplies
 - Shower curtain and rings
 - Alarm clock
 - Ethernet Cord
- (Ornelas Hall "Stall Length")

Patriot Village residents will also want to bring items for the kitchen, such as:

- Pots and Pans
- Dishes
- Kitchen supplies

Small appliances such as toasters and blenders are allowed at Patriot Village. Ornelas residents are only allowed to have mini refrigerators, microwaves and coffeemakers.

Due to limited storage space in housing, furniture may not be removed from the apartments.

Students may bring additional furniture if they wish. Students will be charged a \$25 fine/day for each piece of furniture that has been removed from the apartment without authorization, and will be charged for damage resulting from the removal.

General Information:

The following policies and procedures apply to residents of both Patriot Village and Ornelas Residence Hall:

Apartment/Room Transfers

Students desiring to transfer to another room or suite must fill out a Room Change Form available at the Residence Life office. Residence Life staff will notify students if their request is granted or denied. Proper check-in and check-out procedures must be followed. Students who transfer rooms or suites without written approval from housing will be charged \$150, required to move back to their assigned room or suite, and may face disciplinary action.

No room change requests will be accepted 30 days preceding finals.

There will be no room transfers approved until after the 12th class day of each semester. September 6, 2011 is the earliest room transfers will be approved for the fall semester.

Billing Information

All billing is handled through the UT Tyler Office of Student Business Services (cashiers). We ask that you pay The University of Texas at Tyler for all charges online through "myUTTyler" student account. Students will not be permitted to register for classes, re-enroll or receive transcripts if any University charge is unpaid. For refund information visit the Student Business Service website: www.uttyler.edu/sbs, or phone (903) 566-7227. If you have any questions about your bill or the billing process, please contact the Cashiers' Office at (903) 566-7227.

Check-in Information

Official check-in begins on Friday, August 19, 2011. We will not be able to accommodate requests to check in earlier than August 19. Students will receive check-in information with their assignment letter. Assignment letters will be sent out in the middle of July.

Late Check In

Room assignments will be held no later than 4:00 p.m. on the first day of class. If you anticipate arriving after classes begin, you must submit a written request to the Residence Life Office and receive approval by August 19, 2011. If you schedule a late arrival and fail to check in on the appointed date, your contract will be cancelled and you will be charged \$1,000 in liquidated damages.

Room Condition Sheet

Students checking in and out of University Housing are required to complete the Room Condition Sheet confirming the present inventory and condition of their assigned room. This form must be signed by the student and returned to the front desk or designated area within 24 hours of check-in to avoid charges for losses or damages. A copy of the form is filed at the Residence Life Office for staff use. Failure to return this form will result in your acceptance for any and all damage charges.

Room Consolidation

At the beginning of each semester, Residence Life staff members initiate a process called consolidation. During this time, students living in apartments/suites that are not full are moved to new locations so that we are able to maintain full occupancy in as many spaces as possible.

We will conduct this process for several reasons. First, it allows us to begin refurbishing apartments/suites that are emptied by this process prior to the summer, thereby allowing for a smoother transition from spring to summer housing. Second, it allows us to discontinue the use of appliances and electricity for these apartments/suites, thereby saving valuable resources for the department and for students. And third, it keeps the living arrangements for all housing residents equitable.

The general process is as follows:

- Notification and explanation of process sent to students
- Request for room transfers accepted
- Consolidation assignments made by the Residence Life Staff
- Moves begin
- Turn heater to lowest setting
- Remove all perishable food items and empty trash
- Remove holiday decorations from windows and doors

Check Out Procedures

Students who have cancelled their contract or are leaving UT Tyler housing at the end of the contract period must officially check out of their room. Students who are leaving UT Tyler housing at the end of a semester must check out within 24 hours of their last final and no later than 12 noon on December 17, 2011, for the fall semester and 12 noon on May 12, 2012, for the spring semester. Students who are leaving UT Tyler housing before the end of the academic year must contact the Residence Life Office to cancel their contract.

Checkout extensions may be considered for any student who provides a compelling reason for a late checkout, such as graduation. Requests must be made by the Monday prior to finals week in writing and must be turned in at the front desk. The University reserves the right to require students to move out of housing 24 hours after their last final. The following procedures must be followed to avoid the \$150 improper checkout charge.

- Notify the Residence Life Office and fill out a Contract Cancellation/Deposit Request Form (if moving out mid-semester).
- Make an appointment by the Friday prior to finals week with your Resident Assistant to check out.
- Remove all your belongings, trash, etc from the suite.
- Clean the area. Sweep and mop/vacuum all floors. Dust all counters and drawers, base boards and windowsills. Clean and sanitize the kitchens and bathrooms. Any large and/or heavy items such as lumber, bricks, or carpeting must be discarded in the trash dumpsters outside the building. Patriot

Village residents: Defrost and dry the freezer, empty ice bucket and clean refrigerator. Deep clean oven, stove top and microwave.

- Meet your Resident Assistant at the appointed time and bring your keys and parking tag with you.
- Review the Room Inventory Sheet with your Resident Assistant. Charges will be assessed for damages and/or missing items.
- After reviewing the Room Inventory Sheet with a staff member, you will complete any other paperwork and return all issued keys and parking permit.
- *If a time is not available with your Resident Assistant, you may check out at the front desk by signing up for a time.*

Improper CheckOut

Failure to properly check out results in an improper checkout charge of \$150. Additional charges for damages, losses, cleaning charges, and room/board may be assessed to your student account or withheld from your \$200 deposit. Failure to properly checkout with staff may result in your inability to dispute charges or damages.

Abandoned Property

Personal property must be removed from University Housing at the time of checkout or contract termination.

Personal property that remains after an official checkout deadline is considered abandoned and will be confiscated and disposed of by the University.

Contract Cancellations

There may be significant financial consequences if you cancel your housing contract. **Be aware that the contract runs for the entire academic year.** For full information, please see Section IV of the Contract, titled "Cancellation by the Student." Note that the housing deposit is \$200, and the non-refundable application fee is \$50. The following chart outlines the charges. Note that deposits are refundable *only if the resident completes the contract period, which is an academic year.* If the resident completes the contract period, the deposit is refunded after the end of the spring semester, minus any liquidated damages, improper checkout fees (if any), and damage billings after the resident's room has been inspected after he or she has checked out.

Contract Cancellation Fees (*note: this information is for the 2011-2012 contract ONLY!*)

CANCELLATION BEFORE CONTRACT PERIOD	COST
First time student, before June 1	Deposit refunded
First time student, after June 1, before Aug. 19	Forfeit deposit
Returning students, before May 1	Forfeit deposit
Returning students, after May 1	\$500 liquidated damages, AND forfeit deposit

AFTER START OF CONTRACT PERIOD	COST
After Aug. 19 but before taking occupancy	\$500 liquidated damages, forfeit deposit
After Aug. 19 and after taking occupancy	\$1,000 liquidated damages plus \$30/day, forfeit deposit

A resident must go through the official housing withdrawal process to cancel the contract.
For official housing withdrawal procedures, see Check-Out Procedures in this handbook.

Judicial Contract Termination

If your contract is terminated by University Housing for judicial or behavioral reasons, you are responsible for paying all housing charges as specified in the Contract (see Contract Cancellations on page 6 for a summary). You must properly check out by following official checkout procedures (see Checkout Procedures). Termination and check out may take place immediately upon notice.

Withdrawal from the University during the Housing Contract period

If you desire to withdraw from The University of Texas at Tyler, you must:

- Contact the Registrar's Office and withdraw from classes
- Contact the Financial Aid Office (if you are on any financial aid)
- Complete Contract Cancellation/Deposit Request with the Residence Life Office
- **Move out of suite within 24 hours of withdrawal date**

A Contract Cancellation/Deposit Request form must be on file in the Residence Life Office. Students are required to officially check out of University Housing **within 24 hours of their withdrawal date**. Any unused portion of room rent you have paid, minus liquidation fees, will be credited to your account and will be based on **the date you officially checked out of University Housing with the Residence Life Office** (see Contract Cancellation Fees).

No-Shows

Students must check in to their fall assignment by August 22. Students who have not made arrangements to arrive later will be considered to have cancelled their housing contract and will be charged \$1,000 in liquidated damages and forfeit their deposit.

Contract Renewal

Contract Renewal takes place during the month of February. This is the time when current residents can reserve their room for the 2012-2013 Academic Year. Returning students who renew during this period are given "priority status" and reassigned first. There will be no deposit refund for students signing contracts during the renewal process unless the contract is cancelled in writing prior to April 1, 2012.

Deposit Requirements

You must deliver to the University a SECURITY DEPOSIT payment in the amount stated in your Assignment Notice Letter, before you will be allowed to occupy a unit in Patriot Village or Ornelas Hall. The purposes of the deposit are to (1) guarantee that you will occupy the unit to which you are assigned and fulfill your obligations under your Housing Contract, and (2) create a fund to defray charges for damages to your unit or other University property and any other charges authorized under your Housing Contract.

At the end of your Contract Period, if you have complied with the Contract, paid all sums you owe to the University, surrendered your unit in good condition (excepting only ordinary wear and tear), and provided a written forwarding address to the University for refund of your deposit, then the University will refund your deposit on or before the 45th day after you checkout as required by Section VII. IT IS YOUR RESPONSIBILITY TO PROVIDE THE UNIVERSITY A WRITTEN FORWARDING ADDRESS FOR RETURN OF YOUR DEPOSIT.

You will forfeit your Security Deposit if you breach the Contract Terms and Conditions, or to the extent of any unpaid sums due to the University or any damages for which you are responsible under the Contract. You are also subject to charges for sums due to the University or for damages in excess of the amount of the deposit.

Evacuation

In the event of an emergency evacuation, all residents are to leave the complex by the quickest means. Patriot Village residents should exit by the stairwell closest to their apartment and exit the complex by the east foot gate or the front foot gates. Residents should proceed to Parking Lot 14, the Baseball parking lot. Residents must remain in Parking Lot 10, so that an accurate roll can be taken. Ornelas Hall residents should exit by the nearest stairwell and proceed to Parking Lot 15. Residents must remain in Parking Lot 15 so an accurate roll can be taken.

Facility Maintenance and Damages

It is the resident's responsibility to report any damage to their apartment or suite to the front desk in the form of a maintenance work order. Failure to do so will result in the assessment of damage charges.

Community Damages

Damages that are unable to be attributed to an individual may be prorated among the residents of the suite, floor, or building where the damage occurred. These charges will be assessed to student accounts. Students are encouraged to report acts of vandalism so that the responsible person(s) will be charged. Remember that every dollar spent by Residence Life comes from student housing fees. Every dollar spent on damage repair is a dollar that cannot be spent on refurbishment, renovation, furnishings, programming, recreational equipment, etc. Help us keep your housing in the best condition possible.

Facility Damages

You are liable for all damages to your suite incurred by you or your guests. Residence Life staff members will assess damage charges to individual accounts throughout the academic year for any damaged or vandalized property. Final charges will be determined by a walk-through by professional staff. Resident Assistants will do a preliminary check with you on the day you check-out in the spring. If a resident checks out during the academic year, Residence Life staff will check the suite. Student rooms must be maintained in a reasonable state of orderliness and cleanliness. Please refer to the Decorations Policy (#9 of Community Standards and Policies) for decorating guidelines.

Maintenance

The Department of Residence Life and the UT Tyler Physical Plant provide general maintenance service to University Housing. Please contact the front desk if there are any maintenance problems in your suite. Residents are responsible for minor maintenance issues, such as plunging stopped-up commodes. All major maintenance issues must be reported to the front desk. Residents are prohibited from attempting any plumbing, electrical, or facility renovation in University Housing.

Pest Control

Pest control is considered primarily the responsibility of the resident. UT Tyler may provide professional pest control service as deemed necessary to students who report pest problems to the front desk. This service is a courtesy to residents but is not a guarantee of extermination. We strongly encourage residents to be proactive with pest control. Several over the counter products are effective against bugs normally encountered in University Housing. Foggers are not permitted. Maintenance and housing staff will advise residents who request pest control service of the action(s) required of them to treat the problem.

Please keep in mind that should pest control service be required due to a lack of cleanliness or actions of the resident, the fee for said pest control will be billed to the resident's student account. Residence Life does provide

quarterly pest control spraying. If pest control personnel are unable to treat a room properly due to personal property being in the way, the room may not be treated and residents will be fined \$50. Note: A majority of pest infestations are the result of unclean environments. The University recommends that students maintain their rooms in a clean and sanitized condition to avoid pest problems.

Guest Policy

Patriot Village:

Residents may have guests of their same gender stay up to two consecutive nights in their apartment (no more than once per week) with the permission of their roommates. Guests must register at the front desk of the complex.

Ornelas Hall:

Residents may have guests of the opposite gender in their rooms from 10 AM until 12 midnight, Sunday through Thursday. Friday and Saturday the hours are from 10 AM until 2 AM. Residents may have guests of their same gender stay up to two consecutive nights in their room (no more than once per week) with the permission of their roommates. Guests must register at the front desk of the complex.

Health and Safety Checks

Once per month, Residence Life staff will enter rooms to check safety equipment (fire extinguishers, smoke detectors, and related equipment). Staff also will check for trip hazards, fire hazards, and general cleanliness, and to ensure that all University-owned appliances are working correctly. Residence Life will provide students with notice at least 24 hours prior to these inspections. Students who refuse to correct issues arising from health and safety checks will face disciplinary action including disciplinary fines.

Holiday Break Period

In the interest of safety and security and because the University is officially closed during the Christmas and New Year holiday period, Patriot Village will be on reduced staff from December 17, 2011, through January 11, 2012. The front desk is closed and mail service is held from December 16, 2011 through January 12, 2012. We will not be able to forward student mail over the break. Residents are required to check out with a Residence Life staff member before leaving for the break.

Residents are required to check out with a Residence Life staff member before leaving for the break, though they will not be required to move all their possessions out if they are returning for the spring semester.

All residents must do the following prior to December 17, 2011:

- Clean their apartment/suite/room thoroughly.
- Turn heater to the lowest setting.
- Unplug all electrical appliances, except for the refrigerator, and dishwasher.
- Remove all perishable food items stove, and empty all trash.
- Remove any belongings from a vacant spot in the so that new assignments may move in for the spring semester.
- Remove holiday decorations from apartment/suite windows and doors.

Ornelas Hall will be closed over the winter break between fall and spring semester; as there is no food service during the break. Residents will not be allowed to stay over the break. Residents are required to check out with a RA before leaving for the break, though they will not be required to move all their possessions out if they are returning for the spring semester.

Residents are encouraged not to remain in UT Tyler housing during the break. Students who are discovered living on campus without authorization will face disciplinary action.

Housing Shortages

In the event of a housing shortage, Residence Life reserves the right to allot temporary assignments and place an additional student in any suite, providing bed and storage space for each resident. **As housing becomes available, the last resident assigned must move to regular accommodations.**

Housing Staff

A **Resident Assistant (RA)** is assigned to each floor. An RA is a fulltime student who is there to assist students, answer questions, aid the development of a community atmosphere and document violations of UT Tyler policies as needed. RAs report to the Assistant Director.

A **Head Resident Assistant (Head RA)** is assigned to each building. A head RA is a full-time upper-class student who has previously served as an RA and now serves in a supervisory role with the RA staff.

The **Maintenance Staff** are fulltime UT Tyler staff members. The maintenance staff responds to maintenance and repair issues within UT Tyler housing and is the on-call respondent for most after hours maintenance emergencies. The maintenance staff reports to the Director of Residence Life.

I.D. Cards

Your Student ID Card serves as your primary form of student identification. As such, it is the student's responsibility to carry their ID Card with them **at all times**. Residents must have their I.D. card activated at the front desk of their facility to gain access to their rooms. Students who lock themselves out of their room and must be let in by staff will be billed \$10 for the third and any following instances. Activating a new ID to replace a lost ID will be considered a lockout. If your card is lost, immediately contact Student Business Services at (903) 566-7227 to request a replacement.

Meningitis Policy

The University of Texas at Tyler (University) complies with Texas Education Codes 51.9192, "the Jamie Schanbaum Act", which requires first time students of a Texas institution of higher education, including transfer students, residing in on-campus facilities to show evidence of immunization for bacterial meningitis. ***All first-time students must show proof that they have been immunized at least 10 days prior to their move-in date.***

For more information, please visit the meningitis policy FAQ on our website at:

<http://www.uttyler.edu/housing/MeningitisInformation.html>

Missing Persons Policy

All campus residents may designate an individual as a contact who will be notified by UT Tyler within 24 hours if the resident is determined to be missing. If you wish to designate someone other than the emergency contact you specified on your application, please send an e-mail to housing@uttyler.edu with the name and contact number of this person. Please state this person's relationship to you in the e-mail.

UT Tyler will notify the custodial parent or guardian of any resident who has not yet turned 18 who is reported missing within 24 hours. UT Tyler will initiate emergency contact procedures (and notify law enforcements as applicable) for residents of any age who are determined to be missing for more than 24 hours.

Renter's Insurance

The University of Texas at Tyler strongly advises that students living in University housing purchase personal renter's insurance. UT Tyler shall not be directly or indirectly liable for loss or theft of personal property, or for damage or destruction of such property by fire, water, or other causes. We recommend that you check your family's homeowner's insurance policy as college students may be covered.

Room Entry by Staff

The University of Texas at Tyler recognizes and respects your privacy; however, the University may enter into your apartment/suite at any time in the event of an emergency and at any time for any reasonable purpose, including, without limitation, inspection, cleaning, or maintenance purposes. A room can be entered without notice when there is reasonable cause to believe a violation of University policy, State, Federal or local laws has occurred or is taking place. Apartments and residence hall rooms will be entered during Thanksgiving and semester and spring breaks to ensure that the heat or air is set to acceptable levels, and each month for health and safety checks. There may be entry without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared. Access to apartments or rooms will not be granted to friends, relatives, or other students by staff. You should keep your door closed and locked and telephone the front desk or University Police if you have concerns about who is coming into your apartment.

Suite Vacancy

If there is a vacancy in your suite at the time you move-in or at any time during the year, another student may be assigned at any time. Residents are responsible for keeping the space clear for a newly assigned student to occupy. Each resident with a vacancy in their suite may occupy or keep in use only one closet and one set of furniture. Please be aware that, while we will try to let you know in advance, there is a chance that a student will move in while you are not in the suite. Any violation of this policy may result in charges of up to the semester rent for the vacant space.

Utilities

All costs for utilities (electricity, water, basic cable, high speed internet access, trash removal) are included in student housing rates. Residence Life pays these utilities for the students. We ask that you help keep housing expenses down by conserving energy. It is important to note that no additional cable services are available from Residence Life, though residents may contact Sudden Link to arrange for additional service. Satellite dishes are prohibited. Local phone service is provided in all suites at Ornelas Hall. **Residents in Patriot village who want local phone service must arrange and pay for it with a local provider. Local phone service is provided in all suites at Ornelas Hall.**

Judicial Processes and Policies

As an integral part of UT Tyler's educational efforts and support services, Residence Life is directly responsible for creating and enforcing policies that reflect the University's mission within Patriot Village and Ornelas Hall. We believe that a student's development and education are influenced as much by the living environment as the classroom experience. While acknowledging that residents have the ultimate responsibility for their own personal growth and development, the Residence Life staff will try to maintain an atmosphere that will support growth, development and education.

The success of the campus experience depends on each student, and it is our hope that students will take an active role in determining that success. It is therefore expected that residents are responsible for the activities that occur within their assigned suites. Your commitment, consideration, and cooperation will be important in making your living experience rewarding and satisfying. Students whose actions are disruptive to the use and enjoyment of University housing facilities by other students or who fail to adjust to a community living environment will be subject to disciplinary action. This action may result in a change of residence or in contract cancellation.

Disciplinary Authority

The Director of Residence Life and Judicial Affairs is delegated the responsibility for enforcement of regulations at the The University of Texas at Tyler. These regulations are located in this handbook and Chapter VI of the University of Texas Board of Regents' Rules and Regulations, (www.utsystem.edu/boi/rules/CompleteTOC2.htm), the UT Tyler Handbook of Operating Procedures and Chapter 8 of the UT Tyler Student Affairs Manual of Policies and Procedures (<http://www.uttyler.edu/mopp/documents/MOPChapter8StudentConductandDiscipline-updated011411.pdf>).

Any student who is found by the University to be in violation of the Contract or of any of the University Regulations will be subject to disciplinary action and may be required to withdraw from housing. **If the University requires you to withdraw from University housing, the contract will be automatically cancelled and \$1,000 liquidated damages will be charged, in addition to a charge of up to \$30 per day of occupancy and forfeiture of your deposit.**

Disciplinary Process

When a student is documented for a possible violation of UT Tyler Residence Life policy, the Director of Residence Life or another hearing officer will send written notification of an Administrative Meeting to the student. At an Administrative Meeting, the Director of Residence Life or another hearing officer meets with the student one-on-one and hears the facts of the alleged violation. The Director of Residence Life reviews the facts and decides whether the resident is in violation. A student may request a formal hearing be held, and may also request an appeal. For more information, please see our website (www.uttyler.edu/judicialhearing).

Administrative Searches

See "Room Entry by Staff" under Housing Processes and Procedures on page 11.

Sanctions

In all disciplinary cases, the primary concern is to hold people accountable for their actions and to protect the welfare of students living in University Housing. Sanctions are designed to underscore the necessity for a change of conduct. The establishment of these sanctions is not intended to preclude or diminish the role of counseling, guidance, and admonition as informal corrective measures. Failure to complete a sanction will result in further disciplinary action. The following is a list of possible sanctions:

- **Community Service** is an assignment of a public service project to be completed by the responsible student.
- **Contract Termination** occurs when a student is evicted from housing permanently or for an established amount of time but remains enrolled at the University. The student is financially obligated according to the fees listed in the Contract Cancellation section of this handbook, and must complete a proper check out from Residence Life or be subject to additional charges (see Contract Cancellation Fees).
- **Disciplinary Fine** is a fine added to a student's account.
- **Disciplinary Probation** is a notification that a student has engaged in unacceptable behavior and that further incidents during the probationary period may result in more serious disciplinary action. Probation may include additional requirements, such as counseling, educational projects or community service. Failure to complete these requirements will be considered an additional violation.
- **Disciplinary Transfer** is a move to another room or facility that may be assigned when the misconduct is a violation of the rules for a particular living environment or when it is deemed to be in the best interest of the resident or other residents.

- **Educational Sanction** is an assignment of a task which is educational in nature and appropriate to the violation (e.g. letter of apology for offensive or disruptive behavior, research paper on fire safety for failing to evacuate during a fire drill).
- **Interim Suspension** occurs when a resident's action or threat of action indicates a serious threat to the welfare and safety of persons or property. Interim suspension may be used to remove the person from housing. An administrative meeting will be held to review the interim suspension within five (5) class days of the effective date.
- **Restitution** is a payment for theft or damage to property.
- **Restriction of Access (Trespass)** – Restriction to a designated portion of a housing facility may be imposed on a permanent basis or for an established period of time.
- **Written Warning** is a formal, written statement that a student's actions are not acceptable and that subsequent infractions will result in more severe action.

Community Standards and Policies

1. **Aiders and Abettors:** Anyone who aids or abets in the violation of any Residence Life policy or who encourages the violation of policy may be deemed as responsible as the actual violator or offender and may be subject to the same sanctions as the original violator.
2. **Alcohol** Consumption or possession of alcoholic beverages on UT Tyler property is strictly prohibited. The following actions are also prohibited by The University of Texas at Tyler:
 - A. **Parties:** Using your suite (or allowing others to use it) for parties at which alcoholic beverages are present may result in contract termination.
 - B. **Alcohol Advertising:** Public advertisements of alcohol products are prohibited on University property. This includes any signs or advertisements that are visible from public areas, alcohol signs, or other displays visible from outside your suite.
 - C. **Alcohol Containers:** Alcohol containers are prohibited. This includes containers kept as decoration and those containers that are put in the garbage or are lying about the suite.
 - D. **Student Intoxication:** Intoxicated individuals will be subject to disciplinary sanctions under this policy. University staff will determine whether a person is intoxicated based on the behavior of the person at the time of the incident. University staff will not accept responsibility for the safety or care of intoxicated individuals on University property.
3. **Arson:** Purposely attempting to set a fire or burn any building, furnishings, personal property, or equipment is prohibited. Violators may be prosecuted under federal, state, and local laws. Students are subject to contract termination if found responsible.
4. **Bomb Threat and/or Placement of Bombs:** Placing an explosive device or an intentional facsimile of such a device, or threatening the placement of explosives in housing, food service, or adjacent areas is prohibited. Violators may be prosecuted under federal, state, and local laws. Students are subject to contract termination if found responsible.
5. **Candles, Flammable Material, and Incense:** The possession or burning of incense, charcoal, lighter fluids, kerosene, oil lamps or other flame-emitting articles are prohibited in accordance with the State Fire Marshall. Decorative candles may be displayed only if the wick has been cut to prevent further burning. Evidence that a candle has been burned is grounds for the candle to be removed and disciplinary action to be taken.

6. **Cleanliness of Apartment/Room:** As a member of the suite/room. Upon receiving a complaint of an unclean living environment, Residence Life staff will inspect the suite/room. Each time the University determines that you have failed to maintain a clean environment, then you may be subject to University disciplinary action and/or a \$50 charge. Residence Life Staff will also inspect rooms for general cleanliness during the monthly Health and Safety Inspections.

A clean suite/room entails:

- clean floors (swept and/or vacuumed) and free of unnecessary clutter
- dust-free furniture, window sills, baseboards, and mini blinds
- dust-free air vents
- clean bathroom, including sink and vanity area, mirror, toilet, tub and/or shower

Additionally, at Patriot Village the kitchen should also be addressed:

- clean sink (free of dirty dishes)
- clean stove/oven (including drip pans)
- clean microwave (inside and out)
- wall/floor area around trashcan should also be clean and free of any food or spills
- refrigerator should be clean of spills or outdated food, as well as mold/dirt-free seals
- garbage disposal should be free of any food
- dishwasher should be clean inside and out

7. **Cohabitation:** Living or staying for any pattern of time in an apartment or suite without an official contract for that particular space will be considered cohabiting. Cohabitation is defined as a person staying in an apartment or suite to which he or she does not have a contract for more than two consecutive nights, or other patterned behavior that is intended to allow an individual to remain in a space to which he or she does not have a contract. Any resident of University housing who allows this situation to occur will be held accountable. Students found cohabiting will be charged a minimum fee of \$525 for use of the facility. Students who allow unauthorized occupancy of their apartment will be charged a \$100 fine and may be subject to contract termination. Nonstudents found cohabiting will be banned from University housing and charges will be posted to the account of the resident who allowed the unauthorized occupancy.

8. **Substances:** Bringing or keeping distillates such as fuels, solvents, or highly combustible substances in a suite, room or storage space or vehicle parked on campus is prohibited. This restriction applies to any container, tank, cylinder, or other device (empty or otherwise) used to contain or store combustible substances.

9. **Decorations:** Decorating your living space is encouraged, as this is considered your "home away from home." However, please be considerate to the community and the facility by adhering to the following guidelines for decorations:

- A. **Exterior Decorations** – Exterior alterations or decorations are not permitted in University housing with the exception of holiday decorations for a designated period. Unauthorized items found outside any building, door, or suite will be confiscated and disposed of according to University policy
 - a. Sidewalk chalk, spirit foam, shoe polish, paints, or other methods used for writing on the exterior of the buildings are prohibited
 - b. Large potted plants or trees, or decorations are not permitted in front of suite doors. These

- obstacles inhibit quick access for police, fire, and medical emergency personnel.
- c. Clothing, bathmats, rugs, towels, or other items may not be hung outside the buildings in University housing.
 - d. Lawn furniture is not to be left unattended in front of University suites or in hallways or stairwells. When not in use, all lawn furniture must be taken inside the suite or storage room.
 - e. University-owned furniture is not to be taken outside of the suite. If University-owned furniture is found outside of the apartment, you will be charged to replace those items.
 - f. Bicycles must be stored in designated bicycle racks within University housing, or storage closets. Bicycles may not be stored in hallways, stairwells or patios. The University is not responsible for stolen or damaged bicycles.
 - g. Gas and/or charcoal grills of any size, are not permitted in university housing suites.
- B. Holiday Decorations** – Residence Life realizes the important role holidays play in the lives of our residents. As such, holiday decorations are encouraged in Residence Life for a variety of different holidays, provided the following guidelines are adhered to:
- a. Placement of live Christmas trees or other live greenery in any part of housing is prohibited, as it is a fire hazard. Artificial trees are permitted inside the suite.
 - b. Suite numbers/addresses may not be blocked or covered by holiday decorations.
 - c. Canned spray snow is not permitted on windows in University housing.
 - d. Strings of lights are permitted from the time period of November 15, 2011, through December 17, 2011 under the following guidelines:
 1. Lights cannot be strung under windows or doors.
 2. Lights must be UL approved for outside usage.
 3. Lights may not be strung across areas where people walk (sidewalks, balconies, stairwells).
- I. Interior Decorations** – Interior decorations may not block air vents or cover fire protection equipment or peepholes in University suites.
- a. Window coverings must be the provided mini-blinds.
 - b. Cloth curtains are also permitted. No cardboard, aluminum foil, cellophane or other window coverings are permitted on windows (to be seen from the outside)
 - c. Staples, screws, wall anchors, foam tape, poster putty, adhesives, or tape on walls or doors inside or outside the suite are prohibited. 1" picture nails are permitted on drywall only. 3M Command products are allowed, such as 3M Command hooks, poster tape and picture hanging strips. Keep in mind that damage caused by improper use/removal of 3M Command products will result in damage charges.
 - d. Lofts may not be built in the suites. Building a loft will result in a \$50 charge and maintenance costs for removal.
 - e. Removing mounted fixtures from walls or ceilings is prohibited.
 - f. Any renovations or changes to the suite are prohibited
 - g. Private door locks on any exterior or interior door are prohibited.
 - h. Halogen lamps are prohibited.
 - i. Dartboards are prohibited.
 - j. Residents may not paint or wallpaper walls or ceilings in apartments or suites.
 - k. **Upon arrival to the University suites it is recommended to be attentive to damages existing in the dorm *including holes, pin holes, indentions, or scratches on walls) and recording the damages in the inventory sheet.**

a. Student may request the inventory sheet from previous year if needed (this is to see the damages or repairs made in the past.)

10. **Dishonesty:** Willingly giving false or misleading information to any representative of the University is prohibited. Using or providing false identification is a violation of this policy.
11. **Drugs and Drug Paraphernalia:** Possessing, using, and/or selling drugs or narcotics on University property is prohibited and will result in contract termination. This includes but is not limited to marijuana (stems, leaves, buds, residue), hashish, cocaine, narcotic drugs, ecstasy, methamphetamines, and acid. Any prescription drug not found in the original container with the resident's name on the bottle is also a violation of the drug policy. Possession of any paraphernalia, which means anything that could be used in drug usage whether residue is present or not, is prohibited. Providing prescription medication to anyone other than the person the medication is prescribed to is a violation of this policy.
12. **Emergency Devices:** Tampering with emergency devices puts everyone at risk and is therefore prohibited. Emergency devices include, but are not limited to smoke detectors, door closures, sprinkler heads, fire alarm stations, and fire extinguishers. Tampering with emergency devices may result in criminal prosecution, disciplinary action and any charges that may be incurred. Propping exterior doors open is considered a violation of this policy.
13. **Failure to Comply:** Failure to comply with the request of an authorized University staff member is prohibited. Any person employed by Residence Life is considered an authorized University staff member. Refusal to identify oneself in response to a request is considered a violation of this policy.
14. **Firearms, Ammunition, and Weapons:** The possession and/or discharge of firearms, weapons, imitation firearms, ammunition, and explosives are prohibited in and around University property including in vehicles. Weapons such as air guns, pellet guns, "BB" guns, sling shots, knives (other than kitchen utensils) with blades three inches or greater, blow guns, dart guns, bows (this includes cross bows), arrows, hazardous chemicals, paintball guns, or any device used to inflict injury may not be kept in or around University property. Students will be subject to contract termination if found responsible.
15. **Fire Safety**
- Fire Evacuation:** When a fire alarm sounds, all residents are expected to vacate the building immediately. Failure to do so will result in a \$50 charge and additional disciplinary action.
 - Fire Protection Equipment:** Tampering with University fire protection equipment, including fire extinguishers, exit lights, smoke detectors, sprinklers, and alarm systems is prohibited and may result in disciplinary and/or criminal charges, in addition to restitution.
 - False Alarms/Falsely Reported Fire Alarms:** Setting, reporting, or causing a false fire alarm is prohibited. Students face contract termination if found responsible.
 - Extension Cords:** If extension cords or multiplug devices are used, they must be constructed from heavy-duty materials, consisting of 12, 14, or 16 gauge wire. They must be UL approved three-wire grounded units. Multi-plug powerstrips must be rated for a maximum of 15 amps and have a built in circuit breaker. All powerstrips must be plugged into the wall. They may not be plugged into another extension cord. Power strips must be on the floor, not hanging from desks or other furniture, cables and cords may also not cross doorways, they should run along the wall and behind furniture.
16. **Fireworks:** Storing or using fireworks of any kind in or on University property including in vehicles is prohibited.
17. **Guests:** The maximum capacity of any four-bedroom apartment is eight persons including both residents and

guests. The maximum capacity of any double occupancy or three-bedroom suite is six persons including both residents and guests. This number has been established for fire safety reasons. All residents are responsible for the behavior of their guests. Residents will be charged for any and all violations caused by their guests. Any nonresident on University housing property will be required to leave and may be deemed a trespasser on University property. *Guests are prohibited from staying in the apartments or residence halls without the resident. Guests will be asked to leave by University Police or Residence Life staff if found unescorted in or around University Housing property and may be trespassed. Residents who leave a guest unattended will be held judicially responsible.*

18. **Guest Registry:** Any guest staying in university housing must be registered with the front desk. Unregistered guests will be asked to leave university housing. Guests must be at least 16 years of age.
19. **Harassment:** Harassment is defined as conduct that is sufficiently severe, pervasive, or persistent to create an objectively hostile environment that interferes with or diminishes the ability of an individual to participate in or benefit from the services, activities, or privileges provided by the University. Harassment may consist of, but is not limited to, threats, insults, epithets, ridicule, personal attacks, and is often based on the victim's appearance, personal characteristics, or group membership, including but not limited to race, color, religion, national origin, gender, age, disability, citizenship, veteran status, sexual orientation, ideology, political views, or political affiliation. Violators may be prosecuted. Residents found responsible may be subject to contract termination.
20. **Keys:** Residents may not lend their I.D. card to anyone. Students who violate this policy will be subject to disciplinary action. A lost mail key will result in a \$50 charge. Lost ID cards will result in a \$15 charge. Students who lock themselves out of their room and must be let in by staff will be billed \$10 for the third and any following instances. Activating a new ID to replace a lost ID will be considered a lockout.
21. **Noise:** Just as you have the right to listen to your choice of music within the privacy of your suite or room, your neighbors have the right to study without undue disturbances. Remember that some voices carry further than others do. Also, heavy bass can travel through the entire building, so keep your bass volume low. Please also keep in mind that your actions may be disturbing the people who live below you (i.e.: walking, stomping, jumping, etc.). If you are asked to turn down your music or keep down the noise, please comply. Public address systems are prohibited in University housing. Persons playing automobile stereos loudly on University property will be asked to turn down the volume. If the problem persists, the person may be restricted from driving on University property and their parking privileges may be revoked. See also item 24, Quiet and/or Courtesy Hours.
22. **Personal Property:** Residence Life reserves the right to restrict the use of furniture and large or potentially disturbing items in University housing. Items that are not permitted in the apartments include: pianos, organs, drums, dartboards, and waterbeds. Subject to these terms and conditions, residents may bring their personal furnishings into University housing. The University assumes no responsibility for anything left in the suite or room or common areas of University housing after checkout. Items left in the suite or room will be disposed of at the owner's expense. Items may not be stored in the stairwells, mechanical closets, hallways, or inner courtyards.
23. **Pets:** Pets other than tropical fish are prohibited in University housing. Fish are allowed in Patriot Village and Ornelas Hall as long as they are well maintained and aquariums hold no more than 20 gallons of water. A

student found in violation of this policy will be fined \$100 and required to remove the pet immediately or the pet will be confiscated and removed to the local shelter or humane society. If the pet remains, an additional \$100 will be assessed per day that the pet remains. All costs for cleaning, extermination, and floor or furniture repair or replacement will be posted to the resident's account. Students may be subject to contract termination if found responsible. Visiting pets are not allowed.

24. **Physical Abuse/Battery:** Inflicting or attempting to inflict bodily harm or unwanted touching to another person is prohibited. Residents found responsible may be subject to contract termination.
25. **Quiet and/or Courtesy Hours:** Violation of quiet and/or courtesy hours is considered disorderly conduct. Courtesy hours are always in force. Community residents and/or Residence Life staff reserve the right to ask people to lower volume or reduce noise at all times. Quiet hours are Sunday–Thursday, 10 p.m.8 a.m. and Friday–Saturday, midnight8 a.m. 24hour quiet begins the Friday night before final exams are administered. **NOTE: Student equipment (stereos, televisions, musical instruments, alarms, etc) that continues to be a noise problem will be removed or confiscated.** Items will be stored for 10 working days. Unclaimed items will be disposed of by Residence Life. A storage fee and a \$50 fine will be added to the student's account and the incident will be forwarded to the Assistant Director for disciplinary action. See also item 21, Noise.
26. **Sexual Assault:** Physical contact of a sexual nature with another party that is against the other party's will or without the other party's consent is prohibited. Residents found responsible may be subject to contract termination.
27. **Solicitation:** Solicitation, as defined in the Regents' Rules, is prohibited on University property, except as authorized under the Regents' Rules, Part One chapter VI, section 6.6.
28. **Smoking:** Smoking in nonsmoking facilities (on-campus apartments, hallways and breezeways, Ornelas Hall, and the community center) is prohibited. Smoking at Patriot Village and Ornelas Hall is only allowed in designated areas. Designated areas at Patriot Village are at the bench located at the end of the center stairwell sidewalk of each building. The designated smoking area at Ornelas Hall is at the benches in the covered area on the ground level in front of the building. Residents are responsible for the repair or replacement of any furniture, walls, ceilings, etc., damaged by smoke. Smoking stations are provided outside each facility. Residents are responsible for proper disposal of cigarette butts (See item 31, Trash).
29. **Theft and/or Possession of Stolen Property:** Theft or possession of stolen property in University housing is prohibited; this includes University property, personal property, furnishings, equipment, or other items. Residents found responsible may be subject to contract termination and will be reported to UT Tyler police. Street signs or other property from local businesses or government agencies found on University property without a legal bill of sale are considered stolen property.
30. **Threatening Behavior:** Causing a student, staff member, or guest to feel he or she is in jeopardy by your acts (verbal or other) is prohibited. Residents found responsible may be subject to contract termination.
- a. Threatening or attempting to harm one's self is a violation of this policy. Death threats are considered by the University to be a very serious infraction. Students found responsible for death threats will be subject to contract termination.
31. **Trash:** Residents are responsible for the removal of trash and garbage in and around their suite. All trash

must be disposed of in provided dumpsters within University housing. Leaving trash outside suites is prohibited and will result in a \$25 per bag or item charge for each resident. Trash that is not attributed to an individual resident may result in charges being prorated among the residents of the building or area where the trash was found. Charges will be assessed to student accounts.

32. **Trespass:** Residents whose contracts are cancelled will be considered trespassers and the University may prohibit them from returning to or visiting University housing. The Residence Life Office and UT Tyler Police maintain lists of all individuals barred from University housing as trespassers.

33. **Unauthorized Entry:** Entry into apartments or suites other than your own, or into offices, meeting rooms, or other restricted areas in University housing is prohibited. Individuals violating this policy will be subject to disciplinary action and a \$50 charge.

34. **Vandalism:** Willfully or maliciously defacing or destroying housing or personal property is prohibited. Violators may be prosecuted under federal, state, and local law. Residents found responsible may be subject to contract termination and a charge to their account for restitution.

35. **Visitation:** Patriot Village apartments offer 24 hour visitation. Twenty-four hour visitation is a privilege that can be revoked if the University finds residents abusing it. Cohabitation, noise, roommate complaints, parties and other disruptive activities may result in the suspension of this visitation privilege and the establishment of more restrictive hours.

Ornelas Hall residents may have guests of the opposite sex in their rooms from 10AM until midnight, Sunday through Thursday. Friday and Saturday the hours are from 10AM until 2AM.

IMPORTANT DATES TO REMEMBER

As you make arrangements for university housing, please remember the following important dates:

Mid July 2011	Begin mailing room assignments mailed to students with completed housing contracts.
August 19, 2011	Fall Check-in
August 22, 2011	First day of classes
September 6, 2011	Room change requests accepted Room consolidation begins
December 1, 2011	Sign up for late checkout begins
December 12, 2011	Deadline for late checkout requests
December 17, 2011	University Housing closes for semester break
January 11, 2012	University Housing opens for Spring 2012 semester
February 20-22, 2012	Contract Renewal for 2012 – 2013 academic year Signup for Summer Housing begins
April 17, 2012	Signup for late checkout begins
May 8, 2012	Deadline for late checkout requests
May 12, 2012	University Housing closed

NUMBERS TO KNOW

University Police (general)	903.566.7060
University Police (emergency)	903.566.7300 or 911
Patriot Village Office	903.565.5725
Ornelas Residence Hall Office	903.565.6400
Residence Life Office	903.566.7008
Academic Advising	903.565.5718
Bookstore	903.566.7070
Cashier	903.566.7227
	903.566.7228
Patriot Center	903.566.7466
Intramurals/Rec Sports	903.566.7281
Financial Aid	903.566.7180
Student Business Services	903.566.7227
Student Services	903.566.7079
• Personal Counseling	903.566.7254
• Testing Services	903.565.5693
• Disability Support Services	903.566.7079
Student Life & Leadership	903.565.5645
• Greek Life	
• Parent Resource Center	
• Student Organizations	
• Student Activities	
Career Services	903.565.5862
UT Health Clinic	903.566.0278
Student Government Association	903.566.7083

