

# Hampton House Salk: Rights and Responsibilities

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## WELCOME!

Congratulations, you are now a part of the Hampton House Salk community in Walterboro, SC.

Our residential community and living experience is a symbiotic relationship. In other words, we are all participants in making this a successful community. By living in campus related housing you have the opportunity to meet fellow residents and develop friendships with others; some will have many common experiences and backgrounds, and others will come with different experiences and from different backgrounds. We encourage you to meet new people and begin a dialogue with others in our community and on our campus.

Hampton House Salk staff members reside within the community. The Resident Assistant and staff are here to respond to your needs and provide quality services and to help augment your academic and developmental learning experiences. Please feel free to address questions to the staff.

Welcome to Hampton House Salk and to USC Salkehatchie!

### Hampton House Salk Living Guide

By signing the housing contract, you also agreed to terms described in a living guide. The living guide, herein referred to as the Hampton House Salk Living Guide, or the Guide, is provided to help you become familiar with your rights and, as importantly, your responsibilities as a community member. The Guide will also provide information regarding safety, maintenance, “the rules,” resident accountability, and how your behavioral choices foster or hinder your personal and academic success.

It is important that you have an overall understanding of Hampton House. The Guide may answer many of your questions, but if not, please consult a staff member. Your resident assistant or coach is available to assist you should you have questions, ideas, suggestions, and/or wish to become more involved in community and campus activities. Should a policy/process change during the year, updates may be made and this information will be shared with you via the your USCSalk e-mail and/or your personal email account as well as posted at Hampton House. Please take the time to thoroughly read The Guide and get to know more about your new campus home.

#### A Note about Communications

Hampton House utilizes USC Salk email systems and your personal e-mail as the primary sources for communicating relevant and important information to residents. Upon checking-in, it is your responsibility to setup your email account and monitor them on a daily basis. Residents will be held accountable for all information communicated by Hampton House via the USC Salk email system and your personal e-mail, and/or posted in the designated areas in/around the community. Residents who fail to consistently monitor these communications sources will miss important information and will be held accountable for expectations stated therein. Residents are prohibited from blocking/screening emails from USCSalk and/or Hampton House staff. So, we encourage you to stay informed, understand information, and ask questions.

#### HAMPTON HOUSE PRINCIPLES

1. Act Safely
  - a. Personal
  - b. Property
  - c. Community
2. Stay Informed
  - a. Check your USCSALK EMAIL
  - b. Pay attention to postings
  - c. Monitor the USCSALK website
  - d. Know and adhere to the contents of The Hampton House Living Guide
3. Consider your impact on those around you
  - a. Noise
  - b. Trash
  - c. Safety

- d. Damage
  - e. Guests
  - f. Integrity
  - g. Civility
  - h. Respect
4. Achieve Academically
    - a. Attend class regularly
    - b. Sit in the front
    - c. Study your notes after class, and an hour before the next time the class occurs
    - d. Create study groups
    - e. Visit your professor and 'TA' office hours
    - f. Start papers and projects early
  5. Get Involved
    - a. There are opportunities for involvement, engagement, and networking at USCSalk and in Salk Place.
  6. Share the good news about living at Hampton House Salk
    - a. Encourage other USCSalk students to live here

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Manager of Housing:  
Dawn Blatter  
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843-898-0014

YOUR RESIDENT ASSISTANT:

- Oversee the operational aspects of Hampton House
- Instruct all residents in safety protocols and ensure compliance of all safety rules
- Ensure that exterior doors are locked and all appliances are turned off at night
- Inventory kitchen and other common area supplies and furniture for loss/damage
- Enforce Hampton House Community guidelines
- Serve as the liaison between the management company, USCSalk and residents

- Be available for advice or to help with student needs
- Review resident conduct cases after an incident occurs and refer the matter to USCSalk, if necessary
- Assist vendors/service providers performing on-site service to the community
- Report to management any safety concerns or need for maintenance and/or repairs

#### MAINTENANCE STAFF:

Timely reporting of maintenance is the responsibility of the person who identifies the need. This typically falls to the residents. Although our ultimate goal is to provide an on-line work-order system, residents may complete a maintenance request with the Resident Assistant.

For serious situations, residents are encouraged to contact the RA on Duty immediately who can assess the situation and determine whether or not “emergency maintenance” is required. If you are not sure whether or not a situation is an emergency, we encourage you to call the RA and not perform the maintenance yourself.

### SAFETY AND SECURITY

Safety is a partnership dependent upon each individual community member and their guests. In order for residential communities to be safe places to live, study, and grow cooperative efforts by all residents are essential. Our approach to safety and security rests on one simple notion: Each individual observing a few common-sense precautions contributes to a safe and secure place for all to live.

#### A. Internet Safety

E-mail, Facebook, Twitter, Snap Chat, Blogs: Residents are strongly encouraged to maintain their personal safety on the internet. Residents should never simply give out or post their hall/room number, location, birth-date, phone number(s), email addresses, names of roommates, etc. While these internet sites are used by many to establish social connections, not everyone will use them for scrupulous purposes.

- Any form of bigotry, harassment, intimidation or threat that occurs as a result of use of any Internet service is prohibited. This includes, but is not limited to comments made on Instant Messenger, websites, blogs, (user profile and/or user messages).

- Use of cameras, camera phones, digital recording devices, and/ or video equipment without the specific consent of the persons(s) being photographed, recorded, and/or videoed is prohibited. Further, residents may face criminal prosecution and/or referral to the University if such images or recordings are placed on the Internet or are used as part of a business operation.

Therefore, residents are permitted to enjoy the internet, etc., but are encouraged to do so safely and in accordance with legal and University guidelines.

#### B. Inclement Weather Conditions

In the event of inclement weather warning or hurricane, emergency procedures will be issued by USCSalk when sufficient notice of such a weather event has been provided. Please note that there may be occasions where mandatory evacuation is required. If an evacuation is ordered, residents will **not** be permitted to “ride out” the storm at Hampton House. Rooms will be checked to verify that all residents are gone.

#### Evacuation: How to Prepare

1. There are 2 evacuation options:
  - a. You make arrangements and are responsible for your own transportation if you:
    - i. Stay with someone off-campus
    - ii. Utilize local evacuation shelters
    - iii. Return home
  - b. Utilize USCSalk’s Public Safety’s offer to transport students to a shelter
2. Communicate with USC Salk Student Affairs Office the following information, as this information is shared with the Department of Public Safety:
  - a. Provide your name
  - b. Provide your cell phone number
  - c. Provide name of your emergency contact information (i.e. parents)
  - d. Provide a contact telephone number for your emergency contact
  - e. Where you will ‘ride out’ the storm (and how you are getting there)
  - f. If you have a car on campus (ensure you have your parking permit)
3. Contact your parents/guardians and inform them where you will go prior to/during the storm
4. Pay attention to and Heed all postings!

5. Do not return until the USC Salk website and the Carolina Alert System and/or radios inform you that it is safe to return. (Consider contacting someone from an unaffected area to monitor the USCSalk website for you)

Items to take to the shelter (at your own risk):

- Pillow, blanket, sheets, bath towel
- Clothing for three days - Include closed-toe shoes
- Toiletries and personal hygiene items
- Medications (students are responsible for their own refrigeration of medications)
- Cell phone and charger (charge-up your phone prior to departing for the shelter)
- Ear plugs
- University ID card/Wallet
- Room Keys/Key Cards
- Snacks and water
- Reading Materials
- Laptop; iPod

Expectations of ALL residents prior to evacuating:

- Disconnect all electrical appliances (ensure items and electrical cords are off the floor)
- Remove all perishable food items and place in the dumpster (as soon as possible, dumpsters will be tied shut to avoid blowing debris)
- Remove all items from near windows, entry door, and off the floor
- Save your work on your computer (store computer)
- Go to an ATM to have cash available for after the storm
- Tank up your car
- Take medications with you; arrange for/order refills

#### WHEN EVACUATION IS NOT REQUIRED: HOW TO PREPARE

Stay Tuned/Informed:

- Monitor conditions on television, or battery operated transistor radio (local AM stations may be excellent sources during power outages)
- University closing information is available via: [www.uscb.edu](http://www.uscb.edu)  
And through the Carolina Alert system

Power Outages are possible:

- Even if electrical power goes out, Do NOT light candles (fire hazard) • If power is lost, turn off major appliances to reduce power “surge” when electricity is restored
- Have flashlight and batteries handy (or consider purchasing a wind-up flashlight which requires no batteries)

Precautions to take:

- Stay indoors until the storm has passed (this may take several hours)
- Stay off the roads (preserve your gas)
- Keep windows closed to keep out rain
- Place a towel or two behind entry doors (in case horizontal rain creates puddles near exterior doors)
- Move electronics and computer equipment off the floor and away from walls/windows
- Save/back-up your computer data
- Shut-off and unplug your computer (power surges are likely)
- Move other valuable items off the floor
- Limit the number and length of cell phone calls; preserve your cell phone battery in case you need it
- If you have not done so already have sufficient quantities of medications on hand
- If your apartment/roommate has gone elsewhere for the storm, report that information to the USC Salk Student Affairs Office.
- Tornadoes are always a possibility during tropical systems. In the event of a tornado warning, residents should remain inside and keep away from windows and doors, and should move to the interior lowest floor (if it is clearly safe to do so).  
(Interior hallways and bathrooms provide the greatest protections from flying debris).

After the storm is over:

- Alert family and friends that you are okay – but limit the number and length of calls since call volume may be higher in the area.
- Beware of fallen power lines (to avoid electrocution); notice and promptly report other hazardous conditions
- Remember that inclement weather also stresses and displaces indigenous wildlife, so (watch your step) and avoid walking in areas where snakes may

have wandered (also avoid lagoons). Do not attempt to physically handle wildlife, but contact Public Safety for assistance

#### C. Bicycle Security

Park bicycles in bike racks only. Do not chain them to fence posts, guardrails, stairwells, sign posts, light poles, fire equipment, trees, or anywhere that interferes with exit from the building. Improperly chained bicycles will be subject to impoundment. No bicycles are allowed inside.

#### D. Fire Safety Equipment

All rooms and apartments are equipped with smoke detectors. A fire extinguisher is located in the kitchen area. If an emergency situation arises when you need to use the fire extinguisher, you must notify the RA on Duty immediately after discharge. However, never put yourself at risk. Failure to notify the RA will result in disciplinary action as well as a fee to recharge the extinguisher. Also, if the smoke detector in your room beeps because of a weak battery, complete a work-order (via the RA) to request a new battery to be installed and do not disable your smoke detector. Do not remove the emergency escape ladders from your room. Keep them visible at all times to ensure the prompt retrieval in case of the need to quickly evacuate via a window. Tampering with fire safety equipment or setting off a false alarm makes the system ineffectual and endangers the lives of other residents. Any person, who sets off a false alarm, interferes with the operation of the alarm system, obscures an emergency ladder, or damages or removes any part of the alarm system, fire extinguishers, smoke detectors, or exit signs are subject to fines and severe disciplinary action, including dismissal from Hampton House and referral to USCSalk.

#### E. Fire Alarms/Evacuation Procedures

Since “fire drills” are not required or conducted, residents should assume that the sounding of any alarm is valid and promptly evacuate. At the sound of the alarm, quickly and calmly exit the building and report to the designated outside assembly area for your building.

Assembly Areas are located on grassy areas on the exterior of Hampton House. Never assemble in a parking lot, as you may be in the path of emergency responders, including fire trucks, Public Safety, and Colleton County Police.

After evacuating, do not re- enter the building for any purpose until authorities direct you to do so. Failure to comply with re-entry instructions, and/or evacuate during an alarm will subject you to disciplinary action from Hampton House staff and referral to

USCSalk. Although there may be occasions when system testing will occur, residents will be given notice (if possible).

F. Fire Safety: Prohibited Actions and Items: (Prohibited means not allowed):

1. Smoking inside any part of the apartment, building, deck or property or within 25 feet of the building
2. Use of halogen lamps
3. Use of space heaters
4. No room should exceed 4 to 5 total occupants at any time. (And no more than 2 guests per resident leased in room)
5. Failure to comply with procedures established for health, maintenance and safety concerns
6. Use and/or possession of fireworks, firecrackers, or dangerous/flammable chemicals
7. Use of an open flame (e.g. candle, incense, cigarette, cigar, etc.) inside any part of the building
8. Interference or tampering with fire safety equipment including smoke detectors and/or sprinkler equipment fire extinguishers, alarm pull stations, etc.
9. Movement and/or alteration of furniture, fixtures, and/or property without prior written permission from the Resident Assistant **and** Housing Manager
10. Use and/or possession of appliances in rooms including hot plates, toaster ovens, space heaters, sunlamps, halogen lamps, or microwaves
11. Use of refrigerators in personal bedrooms in excess of 4.5 cubic feet
12. Installation or placement inside or outside resident's room of any equipment or materials which the Hampton House officials and/or Housing Manager deem unsightly, dangerous or otherwise undesirable (e.g. outside aerial antennas, satellite dishes, clotheslines, bicycles, cooking grills, shoes, chairs, shower caddies, furniture, etc.).
13. Live 'trees' (i.e. Christmas Trees) Artificial plants are acceptable
14. All appliances without U.L. approval
15. Any nails or tacks in any walls are prohibited. The use of any type of tape on any wall is also prohibited. Lightweight artwork and wall hangings may be used to decorate your room by using **temporary mounting putty only!** Command hooks or similar removable devices are no longer allowed.

G. Holiday/Special Event Decorations (please also see Fire Safety Prohibited Items)

1. Room entrance doors, hallways, doors and windows in other public areas, and doors in resident rooms may be decorated in a manner that does not deface or damage property or create a fire hazard and must be formally approved by the Resident Hall Assistant, in advance.
2. No more than 50% of doors may be covered at any time.
3. Artificial snow or any other material that is difficult to remove or might result in damage is not permitted
4. Lawn/garbage bags or other flammable material may not be used for decorations
5. Apartment and bedroom lights may not be covered for any reason.
6. Artificial trees made of aluminum or any other metal may not be wired with tree lights.
7. Any decorative lighting added to your room must be LED lights only.
8. Live trees are not allowed
9. All lights or other decorations must be approved by the RA for your area.
10. No extension cords may be used at any time.
11. No protrusion through/around windows/screens.
12. Any structures or decorations that do not meet the standards set by Hampton House and the Fire Marshal will be taken down immediately. If the required changes are not made, Hampton House reserves the right to remove all structures from the room and bill the resident for the cost of removal. Failure to remove or redesign items may result in a disciplinary action.

#### H. Common Areas – Kitchen, hallways, baths

Hampton House is a unique building, built in the late 1800's and, as such, has a unique charm and character about it. This will be your new home for the academic year and we hope you enjoy this new living experience. In order to preserve the beauty and character of this historic landmark, special care is needed to help maintain it. With this in mind, please observe the following:

1. Please make sure that standing water is not allowed on any of the floor surfaces as this will damage the hardwood floors.
2. Please do not keep opened food, leftovers or dirty dishes in your room. Do not leave opened food or dirty dishes in the kitchen. Food scraps and crumbs will entice creatures to come and stay with you!
3. Please empty your garbage outside frequently for the same reasons.
4. Treat all the common areas with respect and a gentle touch so that all may enjoy the surroundings.

5. Work together as a team to keep the common areas clean and tidy for your enjoyment and that of your guests.
6. Refrain from adjusting the thermostats. If an adjustment is necessary, please consult the RA and Housing Manager.
7. Please keep the laundry loads small. Overloading these machines will cause them to malfunction. These are not standard sized machines. Wash half loads only and do not put more than  $\frac{1}{4}$  of the detergent capful in the machine. Always wash with the “extra rinse” option because Walterboro’s water is very soft!
8. Please remember that, as an older building, sounds travel well down the long hallways. You can show respect and concern for your fellow residents by speaking quietly and walking softly, even during the daytime hours.
9. Please refrain from loud activity in the hall sitting areas and in the kitchen and refrain from the use of noisy equipment, including the washers and dryers during quiet hours.
10. Please keep floor protecting felt pads on all furniture to avoid scraping the flooring.
11. Please keep your bathrooms clean and tidy for others and keep the bath floors dry at all times.
12. The dishes and cookware are there for the residents’ use only. Do not take these items out of Hampton House or share them with others. Replacements will be charged out of your deposit.

#### I. Personal and Property Safety

1. Each resident will receive 2 keys, one for entrance into the facility, another for her personal room. Keep your keys and USCSalk ID card with you at all times; do not loan your keys or ID card to friends. If either of your keys are lost or stolen, you MUST report that loss to the RA and Housing Manager immediately. Failure to do so would jeopardize the safety of other residents and will be cause for disciplinary action. A re-keying will then take place to maintain a safe environment and the re-keying charge will be assessed to you. Please be warned that these rekeying charges are expensive, so please keep them safe!
2. Lock your bedroom when you are out or sleeping; always keep the building entry door locked.
3. Never prop open any doors or gates, especially exterior ones, or ground floor windows. It is prohibited from propping the entry door open for any amount of time except on move-in and move-out days.

4. Never leave deck access windows unlocked and open; do not remove security clips
5. Do not participate either actively or passively in pranks.
6. Lofts are not permitted.
7. Protect personal items; do not leave personal property unattended; inventory and inscribe valuable items; store your valuables in a safe place; out of plain sight (consider whether or not it is necessary to have such items with you on campus)
8. Never walk alone on campus or in the community after dark.
9. Do not allow anyone into your hall that is not escorted by a hall resident.
10. No overnight guests are allowed. Residents allowing overnight guests will be fined and face possible expulsion from student housing.
11. Do not use sports equipment in the halls (remember, neither the University or Hampton House will reimburse residents for damaged property)
  1. May cause injury to residents
  2. May cause damage to property (either the responsible resident(s) or all residents would pay for all costs)
  3. No use of roller-blades or skate boards in the hallways or on floors.
  4. No standing water should be allowed on any of the floors. All drips should be wiped up immediately.
12. Gone for the weekend/overnight? Inform your roommate(s) of your whereabouts; this will prevent undue worry or panic by loved ones. However, do not post such information on the exterior door of the building or on social media.
13. Report suspicious persons or activity to Walterboro City Police by dialing 911.
14. Never swim, dip your feet, or sunbathe in the nearby lagoons or bodies of water
15. Never feed the indigenous or feral wildlife (which includes alligators, snakes, raccoon, deer, vermin, etc)

## BEING A (GOOD) ROOMMATE

### Roommate Relationships

It is important to establish positive and healthy relationships with apartment-mates. Making room changes without the prior proper Housing Office approval is NOT allowed because we must verify that our records match our actual occupancy. Residents who do an unauthorized room switch may be required to move back to their assigned space and face

administrative consequences. Your Resident Assistant is available to help the roommate relationship process and to facilitate timely approval of room changes (pending space availability).

### Roommate Agreements

In an effort to encourage students who live at Hampton House to take ownership and responsibility for their living community, Hampton House recommends a Roommate Agreement as a foundation for successful roommate partnerships. A Roommate Agreement is a document that apartment members negotiate together at the beginning of each year. Your RA will provide you with a copy of a form for your convenience. This tool is intended to promote negotiation and consensus about matters pertaining to living as roommates including, but not limited to:

- Respect of personal space and property
- Guests and visitation
- Cleanliness and 'chores'
- Study needs
- Socializing

Keep in mind that all decisions must be consistent with the behavioral standards indicated in The Hampton House Salk Living Guide, the housing contract and USC Salk student Code of Conduct.

How this process works: As roommates, residents convene and, develop a set of value-based criteria by which each person in the apartment will agree to live. Additionally, the Roommate Agreement can be revisited at any time to allow for adjustments and changes. As each member of the apartment will sign the Roommate Agreement, each member will be held accountable for the contents of the document they had part in developing.

### Roommate Responsibilities

1. The responsibility to prevent unreasonable noise, undue interference, and other distractions which may inhibit roommate's ability to read and study.

2. The responsibility to permit roommate to sleep without undue disturbance.
3. The responsibility to respect roommate's personal belongings.
4. The responsibility to assist in maintaining a reasonably clean living environment.
5. The responsibility to allow roommate free access to room and facilities, without pressure.
6. The responsibility to respect roommate's personal privacy.
7. The responsibility to request permission to host guests (without prejudice, inequality, or separate standards), and to ensure that guests respect the rights of the roommate and other hall residents.
8. The responsibility to communicate and work through conflicts and concerns. Housing Office staff are available for assistance in settling conflicts.
9. The responsibility to not use intimidation, physical and/or emotional harm.
10. The responsibility to demonstrate reasonable cooperation in the use of the common area items (such as TVs, radios, etc.) and in adhering to agreed upon procedures.

### Roommate Rights

1. The right to read and study free from undue interference in one's room. Unreasonable noise and other distractions inhibit the exercise of this right.
2. The right to sleep without undue disturbance from roommate(s), guests of a roommate, etc.
3. The right to expect that a roommate will respect one's personal belongings.
4. The right to a reasonably clean environment in which to live.
5. The right to free access to one's bedroom without pressure from a roommate.
6. The right of personal privacy.
7. The right to host guests, as long as your roommate(s) agree, with the expectations that guests are to respect the rights of the host's roommate and other community members.
8. The right to communicate and work through conflicts and concerns. Housing Office staff are available for assistance in settling conflicts.
9. The right to be free from fear of intimidation, physical and/or emotional harm.
10. The right to expect reasonable cooperation in the use of the common area items (such as TVs, radios, etc.) and in adhering to agreed upon procedures.

## EMERGENCY SITUATIONS

### Contact Information

During Business Hours Monday thru Friday 9:00 a.m. -5:00. p.m.:

1. If the situation places the resident/guest in imminent bodily risk or risks the safety of others, contact 911 first
2. Call the Resident Assistant at 919-625-0033

After Business Hours, Weekends, Holidays, and/or Breaks:

1. If resident/guest is in immediate danger, call 911
2. Otherwise, call the RA on Duty and they will contact the Housing Manager to assess the situation and contact additional resources

#### Health and Wellness Medical

Emergencies:

- Dial 911 to connect to Walterboro Police. If you are able, please also notify the RA on Duty
- If a medical emergency occurs, please do not crowd the area or panic
- Hampton House professional and student staff cannot transport residents. You should tell your roommate about your insurance information and where to find it (you may also provide your parental contact information to your roommates)
- Hampton House may request voluntary emergency information from each resident, including emergency contact information, insurance information, and relevant medical history information that may be crucial in timely and accurate treatment
- Resident's return to campus after medical emergency, resident must check-in with USC Salk Student Affairs Office. The RA on Duty has information on how to reach this staff member

Sexual Assault:

- The RA on Duty can assist you in reaching the USC Salk Student Affairs Office person on call, who can also provide information on options and resources in the immediate area
- Although Walterboro Police Department is willing to assist, residents are not required to contact Public Safety if they are not comfortable doing so
- Victims of sexual assault are encouraged to seek medical assistance for their physical safety, emotional support, and the potential preservation of evidence (should the decision be later made to prosecute the assailant)

### Mental Health Emergencies:

Mental Health crisis behaviors include, but are not limited to: disturbances in thoughts, feelings, or actions so severe that an immediate response is needed. They also include:

- Suicidal intentions
- A threat of violence or imminent harm to others, whether by intention, error in judgment, or passive neglect
- Confusion, disorientation, hallucinations, or delusions
- Extreme anxiety or obsessive thinking
- Severe distress may be precipitated by a traumatic event, such as an assault, sexual or otherwise, the loss of a relationship, or the death of a friend or family member

Residents who feel they, or someone they know, may be experiencing a mental health crisis are encouraged to seek assistance from staff members and/or emergency responders.

Any resident may contact the Hotline at 1-800-637-7273 at any time 24 hours a day 7 days a week.

### Facilities - Emergency

In the event of a facility emergency, please call, text or see the Resident Advisor

- Examples of a facilities emergency include, but are not limited to:
  - Locks on entrances that do not work
  - Building wide electrical or air conditioning breakdown
  - Building wide absence of water
  - Broken glass doors, windows, etc.
  - Leaks from equipment and fixtures resulting in wet carpet and/or flooring
  - Loss of power in resident room (not restored by breaker)
  - Exterior lighting failure
  - Dangerous wildlife near the entry or inside a building

## OCCUPANCY MANAGEMENT

Request for specific space/roommate(s)

Hampton House does not guarantee to assign to the resident a specific space in a specific building nor does it guarantee to assign a specific roommate(s) to share the space, but will attempt to honor specific requests of this sort whenever possible. Requests are honored on a first come, first served basis. Your coach may determine room assignments. Failure to assume assigned space may result in additional charges.

### Room Changes

Residents who wish to change their room assignment should contact the Resident Advisor. However, room changes may be approved if space is available, and during times when occupancy is already verified (typically a week after the first week of class and prior to the semester end). There may be an administrative fee associated with a room change, as well as damage assessment(s) and charges for the space being vacated, cleaned, and repaired.

### Right to Reassign

The Housing Office reserves the right to reassign (to a comparable facility, if available) any resident as deemed appropriate and in the best interest of the residential community as determined by the Director or his/her designee. Thus, the Housing Office reserves the right to change the resident's room assignment and can require a resident to move at any time. Five days notice will be provided except under extraordinary circumstances. Reasons to vacate or consolidate a room, floor, wing, or building include, but are not limited to:

1. provide necessary space to accommodate staffing needs
2. vacate an area for the purpose of major repairs or when maintenance difficulties or requirements render an area unsafe
3. when unusual conditions occur affecting the health or safety of the Resident or others
4. discipline
5. other direction of the Housing Office

### Right to Refuse

The Housing Office reserves the right to refuse to give a housing assignment to any student. Examples of reasons for refusals include, but are not limited to: individuals who have a criminal history, individuals who have behavioral problems which may, in the opinions of the Housing Office, negatively impact the group living environment, or individuals who have been previously evicted or suspended from campus housing or has unpaid housing liabilities.

### Right of Room Entry

The Housing Office reserves the right to enter resident(s)' room without notice and in the resident's absence for reasons of health, safety, or general welfare; to make repairs to the room and/or furnishing; upon reasonable suspicion of the presence of any illegal substance or activity; or other suspected violations of federal, state or local law or Housing Office policies and regulations.

#### Requests for release from contract

The resident may request termination of this Housing Contract by submitting a written request to the Housing Office. However, simply submitting a request does not automatically result in the release being granted. Requests will be processed and reviewed and the Housing Contract will only be terminated at the discretion of the Director. In all instances, the burden of proof shall lie with the resident to demonstrate grounds for early termination, which is usually accompanied by supporting documentation. The resident must follow the following procedures to request termination:

- a) Any resident who requests to vacate the housing facility shall give at least thirty (30) days written notice of intent to vacate and the reason therefore
- b) Obtain the appropriate forms from Management
- c) The determination will be influenced by the following standards, with appropriate verification:
  - 1) End of student status
  - 2) Marriage
  - 3) Hardship

\*\*Residents requesting release from the housing contract are strongly encouraged to provide legitimate and verifiable documentation to support the appropriateness of the request\*\*

#### Checking Out

Upon the completion of the housing contract, or during a room change, the following steps must be completed:

1. Contact your Housing Manager to pre-arrange a time to check-out. You are required to sign up at least 48 hours before you want to check out of your residence and must be ready at the scheduled time
2. Remove all of your personal belongings, trash, decorations, and/or alterations. The Housing Manager will not be able to grant you a "proper" check-out until all personal items and trash are removed. Any items left behind will be considered abandoned and discarded at the owner's expense (see abandoned items below).
3. You must return all furniture to its original location
4. Your residence must be cleaned, vacuumed and returned to the same condition as when you moved-in

5. Meet your Housing Manager at your scheduled time and accompany him/her for formal assessment of your residence (via the relevant Room Condition Report(s) and check-out verification. Residents who fail to schedule a check-out, or, are not ready at the scheduled time must wait until there is staff available to assist and may be charged an improper check-out fee
6. Give your keys to the Housing Manager.

Note:

- Once you have checked-out, or the move-out deadline has passed, you may not remain in your residence hall without prior written approval from the Housing Office and must follow the appropriate guest/escort policy
- Simply returning keys neither cancels a Housing Contract nor constitutes a proper checkout
- Students will be charged a daily room rate based on the date the staff member completes the room condition report, and not necessarily the departure date

#### Condition of Premises (Damage Billing)

Residents are responsible for any and all damage or destruction to their room caused, directly or indirectly, by resident or resident's guests or invitees, and shall also be responsible for any and all damage and destruction to any portion of Hampton House caused, directly or indirectly, by resident or resident's guests or invitees. Any damage to the common areas, equipment, furniture, etc. shall be the responsibility of all residents who resided at the facility during that semester. As of the contract termination date, Hampton House and the assigned units shall be in the same condition as it was as of the initial date of occupancy, except for reasonable and ordinary wear and tear.

#### Abandoned Items

In the event that any items of personal property are left in the Premises after the housing contract has been terminated whether by expiration of the term or otherwise, the Housing Office will consider such items to be abandoned. Thus, any items that remain in the room/apartment after any of the following will be considered abandoned and disposed of at the owner's expense after any of these occurrences:

- After a check out
- After the advertised hall closing deadline
- After the end of the contract
- After an administrative removal, relocation, or room change deadline
- For non-approved extensions (extensions must be requested and approved in writing, in advance)

## No Storage

The Housing Office offers no additional rights of storage nor is obligated to provide such space beyond the resident space assignment.

## MAINTENANCE AND CARE

1. Sign the Room Condition Report - which establishes your acceptance of the condition of the living space and its contents at the time of occupancy, and therefore, becomes the standard for the living space and its contents at the termination of occupancy. Residents are permitted to augment the information contained in the "RCR" so that they are comfortable that it accurately portrays the condition of the room upon their arrival. The Room Condition Report must be returned within 48 hours of the time of occupancy or penalties may be incurred.
2. Report maintenance needs promptly – Report to the RA immediately and complete a work-order. Please note that although efforts are made for same-day response, work order 'tickets' will be prioritized based on severity of need. In some cases, multiple visits to the facility may be necessary, but in most cases the repair can be resolved with one visit.
3. Apartment/Bedroom Furnishings - take good care of the furniture and agree to maintain the furniture and return it at the termination of this Contract in as good a condition as received, with reasonable wear and tear excepted.
  - a. Residents shall not disassemble any existing furniture or fixtures,
  - b. Existing furniture shall not be removed from the Resident's assigned room without written permission from the Housing Office.
  - c. Furniture shall not be rearranged without written consent from the Housing Manager.
  - d. No oversized and/or heavy furniture is permitted in any room, including, but not limited to, all types of lofts, wood structures, bars and waterbeds, all of which are strictly prohibited.
  - e. All furniture shall have protective felt tips on the surfaces which touch the floor in order to preserve the hardwood floors.
  - f. All beds are provided with mattress covers which must not be removed except to be laundered. These help protect the mattresses and prevent the spread of bedbugs. Removal of the mattress covers will result in a penalty.
  - g. The use of both temporary and permanent hot tubs is prohibited.

4. Appliances and Fixtures also require maintenance, and reasonable use. If you are unsure of how to operate an appliance, please seek the assistance of your RA. Overloading washers and dryers, or dishwashers may result in breakdowns and, ultimately, lack of use of such appliances (and associated damage costs). No blankets or heavy items may be placed in the washers and dryers. All small appliances should be unplugged at night.
5. Respect the Common area. Lounge furniture and kitchen supplies are intended for the enjoyment of all Residents. This furniture is not to be moved or removed from Common areas. Furniture found to be missing will be reported to Public Safety. Missing furniture or other items will be considered stolen and handled through the police as a crime. The loss of such items shall be considered damages owed by the students.
6. Report Vandalism or be subject to Community Billing: When vandalism or damages occur to common areas such as breezeways, hallways, community room, etc., and the student conduct process does not yield a responsible party, the Housing Office reserves the right to apply the cost of repair to all members of the community.

## ENVIRONMENTAL CONSIDERATIONS

### Health and Safety Inspections

For everyone's safety, Health & Safety Inspections will be conducted by the Resident Assistant staff and Housing manager with no notice given. It is your responsibility to clean and maintain your living area and ensure your living space meets the standards of cleanliness and safety as described in the housing contract. The purpose of health and safety inspections is to ensure resident's "good care" of the unit and compliance with all health and safety rules and regulations. Residents who feel they are living with roommates who are not demonstrating the appropriate care for the premises, and/or completing their scheduled (via the roommate agreement) or reasonable portion of the "chores" should seek assistance from the RA or Housing Office in advance of Health and Safety Inspections, or as soon as problems occur.

### Energy and Resource Conservation

Residents are expected to live in a manner which is comfortable, but not wasteful

- Use recycle bins where able
- Dispose of trash in dumpsters located on the perimeter of the parking lots (not in stairwells)
- Turn off lights in empty rooms
- Never overload washers and dryers; use cold water to wash clothes when appropriate

- Set heat/cooling to a moderate temperate, not extreme hot or cold

### Wildlife Considerations

The natural beauty of the low country is a source of great pride for our campus and community. With this in mind, the area is also replete with wildlife that helps to maintain the ecosystem, but also warrant respectful treatment by their human counterparts. Therefore, notify Public Safety should a member of our animal kingdom venture too close to our parking lots and/or community, and do not attempt to handle/resolve animal issues on your own. Also, use caution when venturing near lagoons and onto grassy areas.

### Reducing Allergens and Mold

Although mold and mildew are natural environmental fungi, there are ways to reduce the likelihood of such visible occurrences. Typically, using a simple cleansing solution with bleach (found in most discount or drug stores) will spray and/or wipe the area clean. For residents who feel their apartment is too damp, another item is called Damp Rid, and it will reduce the amount of humidity and moisture in their bedrooms. Residents are responsible for purchasing and appropriately storing and discarding all cleaning supplies.

Residents should take the following steps for good air quality within their rooms and common areas:

- Clean their bathrooms using a mild cleanser (every week)
- Wipe/dry the tub/shower after each use
- Hang wet/damp towels so that they can dry
- Vacuum thoroughly - even in corners (to pick up dust)
- Dust surfaces with damp cloth
- Wash bedding and bath towels every week, do not remove mattress covers from beds except to wash them and return them to your mattress promptly.
- Wipe air vents (filters will be changed by maintenance)
- Wash all dishes and common kitchen areas after each use.
- Clean microwaves, stove, refrigerators, cooktop and coffee makers on a regular basis (according to instructions)
- Remove scented items: scented candles (which are prohibited), perfumed lotions, soaps, air fresheners, garbage, feather/down pillows and comforters
- Using allergy-proof covers for pillows and bedding
- Avoid products that release odors or contaminants

As a matter of good hygiene, residents should also:

- Clean up spills as soon as they occur

- Dispose of garbage promptly (in closed trash bags, into established dumpsters located on the perimeter of the parking lots)

**Wash hands often, sanitize shared room equipment**

## COMMUNITY STANDARDS

By virtue of entering into this contractual relationship, residents are expected to accept and comply with all policies and regulations on conduct, and all policies for housing facilities, as published in the University of South Carolina, Salkehatchie Student Handbook, Hampton House Living Guide, and all other University policies. Alleged violations will be referred to the appropriate official, including applicable court or law enforcement authorities, the USCSALK Office of Student Development, and Management. Thus, violations may also result in administrative actions by multiple parties, including, but not limited to USCSalk and the Management, regardless of the outcome of criminal investigations and proceedings. Additionally, students whose contracts are canceled for disciplinary or behavioral reasons are not guaranteed a refund, nor are they alleviated of their full financial commitment to the contract.

### Prohibitions and Expectations

#### Alcohol

USCSalk is a “dry” campus. Therefore, use, possession and/or presence of alcoholic beverages is prohibited, as are kegs and other similar over-sized containers, rapid-consumption devices (i.e. beer funnels) and/or drinking game apparatuses, “empties” (souvenirs and/or remembrances) are expressly prohibited in or around Hampton House and on our campus. Possession of a keg may result in contract termination.

#### Tobacco

Hampton House is a tobacco free facility. There is no smoking allowed in and around the premises.

#### Assault

Behavior that would cause apprehension of harm is prohibited. Words can also constitute assault when they are accompanied by the ability to inflict immediate harm.

#### Battery

The use of physical force against an individual is prohibited.

#### Barbeque Grills

The use of barbecue grills is not permitted under any covered walkways, landings, balconies , grassy areas or decks. A grilling area may be designated at a future time.

#### Chronic Misbehavior

A resident establishes an unacceptable pattern of misconduct when s/he is frequently documented for violations of policy. Although individual offenses might be minor, this pattern is considered chronic misbehavior. A pattern of chronic misbehavior, irresponsible conduct, or manifest immaturity may be interpreted as a significant disciplinary problem and can result in termination of the contract and students may remain financially obligated for the full cost of their housing.

#### Damage/Vandalism

Cosmetic changes, to the apartment or building, by a Resident or guest (contact paper, hooks, nails, tacks, wallpaper, etc.), including intentional or inadvertent misuse, abuse, theft or destruction of University, Hampton House and/or Resident property is prohibited.

#### Disorderly Conduct

Involvement in the following (either actively or passively) is prohibited:

- Vicious or immoral conduct such as indecent exposure
- Unauthorized guest(s)/boarder(s) including those unaccompanied by the resident
- Use of profane, abusive or vulgar language in any common area (including hallways and exterior areas associated with the community) or in any voice within a residential room that is loud enough to be heard in common areas
- Misconduct in or near Hampton House (including USCSalk property).

#### Drugs/Controlled Substances/Inhalants

Creation (or the attempt to create), possession, and/or sale of narcotics or dangerous drugs as defined by local, state, and federal laws is not allowed as is use of any commercial product (e.g. cleaners, solvents, chemicals) for the purpose of intoxication or other alteration of consciousness. Smoking or vaping of any substance, whether legal or illegal, is not allowed in the building or in the parking lot.

#### Gambling

Participation in illegal gambling activities on University owned or controlled property, or a function not identified with a Housing Office or USCSalk sponsored activity is prohibited.

### Guests

A guest is defined as any person who is not assigned by Housing Office to live in the room, even if that person is a USCSalk student. Residents of Hampton House are responsible for informing their visitors of policies, as well as the stipulations of the roommate agreement. Guests are required to adhere to all of these policies and the hosting resident is responsible for their guests' behavior. Residents who host a guest assume full responsibility for his/her guest while he/she is on the grounds, on the deck and/or in the interior areas.

#### Non-Resident Guests

1. All guests must be escorted at all times and carry a valid picture I.D.
2. Housing Office staff may require guests to leave at any time.
3. Guests may not park in the housing parking lot area at any time with the exception of move in and move out days.

#### Overnight Guests (resident and non-resident)

1. No overnight guests are allowed.
2. A guest who stays after 1:00 am will be considered an overnight guest. Residents with overnight guests will be fined \$50 for the first infraction of this policy. The second occurrence may result in expulsion from student housing.
3. The host is prohibited from giving his/her keys or access card to the guest. In order for a guest to gain access to the building or room, s/he needs to be accompanied by his/her host at all times.
4. Cohabitation, sub-let, and/or loan of residence hall space are prohibited. This includes allowing guests to stay for an extended period of time in your bedroom/apartment while you are present or in your absence.

### Health and Safety Inspections

For everyone's safety, Health & Safety Inspections will be conducted by the Resident Assistant staff members each month. The Housing Manager will be conducting bi-weekly inspections with no notice. It is your responsibility to ensure your living space meets the standards of cleanliness and safety as described in policies and procedures in the housing contract and Hampton House Living Guide. Any damages found by the Housing Manager will be billed to the Resident and reimbursement from the Resident shall occur within 7 days of billing. Any issues of cleanliness or violations of Housing standards must be remedied within 24 hours.

### Incivility

Perpetration of harassment, physical aggression or violence, or the use of real or implied threats against another person, in or near campus housing (including USCSalk property) and Hampton House is prohibited.

### Keys

Duplication, distribution or loaning of keys, is not permitted. Residents who fail to return their keys or lose their keys will be assessed a fee for the replacement of any locks, keys and rekeying charge. Residents may be assessed a service charge the first time they are locked out of their building, bedroom, or apartment. Each subsequent lock out will be assessed a fee which may increase incrementally, per subsequent use. A lost key must be reported immediately!

### Noise

Excessive noise is not allowed and courtesy hours are always in effect. Noisy or disruptive behaviors which interfere with another person's or a group's free exercise of academic or personal pursuits or their ability to sleep or study, including: music, television, or other electronic equipment playing at high volume, excessive yelling, music practice, violations of established floor/hall quiet hours, large gatherings/parties, and other types of noise are prohibited and will not be tolerated. If a resident is disturbed by noise, the resident is encouraged to talk to those who are creating the noise unless they feel doing so represents a threat. Otherwise, the resident should contact the Housing Office or RA on Duty to request assistance. Quiet Hours (typically 9 p.m.-9 a.m. Sunday through Thursday; 11 p.m.-9 a.m. Friday and Saturday) represent a more heightened awareness and sensitivity to those who may be sleeping or studying. Quiet hours include the non-use of laundry facilities or kitchen facilities with the exception of the hot water kettle, coffee maker and microwave. Quiet Hours may vary during the academic year, including "24 Hour Quiet Hours" in periods before and during final exams. Residents should be mindful of the noise emanating from their door(s), windows, and that noise travels vertically as well (also consider those living or working below you).

### Parking

Parking is not guaranteed at Hampton House and is not a right but rather a privilege which can be revoked at any time. For those students wishing to have parking privileges, a parking placard will be issued with a refundable deposit of \$10.00. Only students with placards will be allowed to park on the premises and will be on a first come first served basis. Parking maps and regulations will be issued to those students. Any student not parking in the appropriate spaces or violating the parking privileges will have their parking privileges

revoked. GUESTS are NOT allowed to park on the premises except on move in and move out days. Unauthorized cars and illegally parked cars will be subject to towing at the owner's expense. Hampton House Salk assumes no responsibility for any cars parked on the premises.

### Noncompliance

Failure to follow a directive or comply with a member of the Manager's staff and/or other policies as outlined in the USCSalk Student Handbook, Federal and State Law, and the Living Guide is prohibited. Residents are expected to comply with and respond truthfully to reasonable requests of any Housing Office and/or University officials when acting in the performance of his/her duties, including administrative instructions and deadlines.

Section 1: Unauthorized room changes or transfers

Section 2: Misuse of Identification/Access Cards is defined as improper use of any identification card, including knowingly altering or mutilating a card, or using the card of another, or allowing one's own card to be used by another student

Section 3: Being verbally abusive or argumentative with a Housing Office staff member or University official

Section 4: Failure to leave premises when asked to by a Housing Office staff member or University official in the performance of his/her duties.

Section 5: Failure to complete sanctions assigned from a previous disciplinary hearing

### Pets

Possession of animals or insects other than certified service/guide dogs is prohibited. Service animals should be registered with the appropriate office of the University and with Hampton House management in advance. Service animals may not be in the building without the owner at any time and must not disturb any other residents.

### Retaliation

Retaliation of any kind against witnesses, informants, is considered egregious, and may result in, but not limited to; interim removal, permanent removal, trespass, referral to the Office of Student Development, and involvement of Public Safety. If you are unable to maintain amicable roommate relationships during this process, please contact the Coach to assist you in finding an alternate location to reside during the administrative process.

Safety and Security Prohibitions and Expectation (see Safety and Security Section in the preceding pages.

### Sexual Offenses

The following are prohibited:

- sexual touching, brushing up against another in a sexual manner, graphic or sexually suggestive gestures, cornering, pinching, grabbing, kissing, or fondling
- coerced sexual intercourse or sexual assault

Other types of unwelcome conduct of a sexual nature can also constitute sexual harassment, if sufficiently severe or pervasive that the target does find, and a reasonable person would find, that an intimidating, hostile or abusive work or academic environment has been created. Examples of this kind of sexual harassment include, but are not limited to, the following:

- Requesting or demanding sexual favors in exchange for opportunities
- Denying training, promotion, or access to any other employment or academic opportunity, because sexual advances have been rejected
- sexual comments, teasing, or jokes
- sexual slurs, demeaning epithets, derogatory statements, or other verbal abuse
- graphic or sexually suggestive comments about an individual's attire or body
- inquiries or discussions about sexual activities
- pressure to accept social invitations, to meet privately, to date, or to have sexual relations
- sexually suggestive letters or other written materials (including electronic instant messages, social media, etc)
- Excessive public display of affection which causes discomfort to another resident

#### Solicitation

Posting, Chalking, and/or Canvassing of any kind without prior consent of the Management is prohibited. This includes handbills, advertisements, papers, etc which would cause litter in the community.

#### Smoking

Smoking or vaping of any material, whether legal or illegal, inside any part of the apartment, building or property or within 25 feet of the building is prohibited.

#### Sports

The playing of sports, the riding of bicycles, scooters and skateboards, or the use of rollerblades in the breezeways, in apartments, or on sidewalks surrounding Hampton House is prohibited.

#### Unauthorized Access

Illegal entry and/or participation in unauthorized group activities, including, but not limited to accessing prohibited areas such as utility room, community rooms while closed, unimproved areas, the roof of building(s), climbing entry gates, etc is prohibited.

#### Water-toys

Waterbeds, 'slip-n-slides', inflatable pools, squirt guns, etc are not allowed.

#### Weapons

Residents may not possess or create firearms, water guns, paintball guns, slingshots, stun gun, or other items deemed (by the Housing Office) to be dangerous, inflict a wound, or cause injury. A weapon may be a substance, instrument or object.

- Firearms are defined as any gun, rifle, pistol, or handgun designed to fire bullets, BBs, pellets or shots (including paint balls), electrical charges, regardless of the propellant used.
- Possession of realistic replicas and/or souvenirs of weapons on campus are also prohibited
- Dangerous instruments may be defined as; any explosive or incendiary device; any object carried or created for the purpose of inflicting or threatening bodily injury (even if only the perception of threat); any instrument of combat, including, but not limited to knives with fixed blades or pocket knives with blades longer than four inches, razors, metal knuckles, blackjacks, hatchets, bows and arrows, and martial arts weaponry.

### CONDUCT PROCEDURES

All residents alleged to have violated the Community Standards, housing contract and/or Living Guide procedures are subject to disciplinary action. The model for conduct procedures is that of an administrative proceeding, rather than a criminal or civil trial. Because the administrative proceeding is not intended to become excessively legalistic, the Hearing Officer(s) (typically the Housing Manager) may find it necessary to remind parties, counsel, or advisors; that

- the proceedings are not criminal or civil trials
- that criminal or civil trial procedures and rules of evidence are not controlling and that the Hearing Officer(s) shall have discretion to interpret, vary, and adjust procedural requirements in order to promote a fair and just decision, as long as due process rights as outlined are not abused

- To be found responsible for a violation of Housing policy, the standard of evidence for the Hearing Officer is; (preponderance of evidence) “more likely than not” that a policy was violated
- If a resident is aware of, or in the presence of, a policy violation and does not report or immediately leave the situation they are assumed to be passively participating in the violation and may be subject to disciplinary action

### Incident Response Process

Step 1: Documentation (typically, an Incident Report) will be completed by a witness, who will likely be a member of the Housing Office or USCSalk staff. Students/residents may also submit incident reports if they witnessed an incident. However, false information and/or hearsay are prohibited.

Step 2: The report is forwarded to the Resident Assistant, who will forward to the Management to review the documentation and determine if there are alleged policy violations. If there is a determination that policies were violated, the Housing Manager will choose one of four options:

1. The Housing Manager will send a hearing notification to the accused resident
2. The matter will be immediately referred to the University
3. Alternative interventions may be administered (see Alternative Interventions below); the decision to administer alternative interventions would be made by the Housing Office, and, in the event of interim removal or relocation, after consulting with the University
4. The Resident Assistant or Management may send a policy clarification letter in lieu of a hearing notification. The purposes of this letter are to inform the resident that information was received alleging that they violated a policy, remind the resident of the policy and explain the rationale behind the policy. Should the resident wish to contest the policy clarification letter and have a disciplinary hearing instead, a written request must be sent via e-mail and directed to the Resident Assistant and Housing Manager within two business days.

Step 3: The Housing Manager will send notification to the resident(s) identified in the documentation/Incident Report, including the allegation(s), date of the incident, a brief summary of the incident, and the date, time, and location of the hearing.

Step 4: The Housing Assistant will utilize the USCSalk or personal e-mail address as the primary method to notify the accused resident. However, the Housing Manager may also utilize phone or registered letter to provide notification. Please note that at certain times of the year (e.g. during break periods) there may be a delay in the dissemination of the notice and subsequent administrative processes, based on staff availability.

## ALTERNATIVE INTERVENTIONS

### Interim Removal:

A resident may be removed from Hampton House for an interim period not to exceed 14 days, pending administrative proceedings or medical evaluation. The interim removal shall become immediately effective without prior notice whenever there is evidence that the continued presence of the resident in Hampton House poses a substantial and immediate threat to himself or herself or to others' persons or property (whether intentional, unintentional, or inadvertent), or to the stability and continuance of normal Housing functions. A resident removed on an interim basis will be granted a disciplinary hearing as soon as is practical.

### Counseling Referral/ Mental Health Evaluation:

The Management may require a resident to meet with a member of the Dean of Student's staff when the resident demonstrates evidence of a detrimental physical and/or emotional condition. Results of the meeting(s) may be used to determine the status of a resident within Hampton House.

### Mediation:

The Management and RA are happy to facilitate roommate mediations for residents who would feel they would benefit from such assistance. Conditions of the mediation are that residents agree to participate in good faith, and to develop, or enhance a roommate agreement based on a reasonable person with sensitivity for each other's needs, and in accordance with the policies described in the Code of Conduct, housing contract, the Living Guide, and other documents outlining student conduct.

## DISCIPLINARY HEARING PROCESS

Once a Hampton House resident is alleged to have violated a policy(ies) in either the housing contract or the Hampton House Living Guide and it has been determined that the

disciplinary hearing process is the reasonable course of action, the accused resident will receive a formal notification to participate in a disciplinary hearing. The hearing will be a one-on-one type of meeting with the professional staff member, typically, but not always, the Resident Assistant.

#### Administrative Hearing

1. This is a meeting between the accused resident and an administrator.
2. In the meeting, the hearing officer will ask the accused resident to describe the events involved in the incident that lead to them being charged with violating the policies. Please note that honest and truthful statements are the acceptable standard. Residents who provide untruthful information may face additional charges and be formally referred to the University.
3. The hearing officer will ask questions regarding the incident in an effort to gather as much information as possible in order to make the best possible decision based on a preponderance of evidence (meaning, more likely than not).
4. The hearing officer may have already spoken to other residents involved (i.e. witnesses, RAs, and other residents involved.)
5. The hearing officer may also speak with others involved after the accused resident has given their account of the incident.
6. Based on the preponderance of evidence, the hearing officer will make a determination about which policy(ies), if any, the accused resident is responsible for violating.
7. Residents found not responsible will be notified in writing, and a copy of the documentation will remain on file. Although there are no sanctions associated with “not responsible” findings, residents who participate in the conduct process are expected to seek and gain a better understanding of the policy and the rationale behind it.
8. Residents found responsible will be notified in writing, and a copy of the documentation will remain on file. Please note that accused residents may be found responsible for violations other than those described in the hearing notification letter, depending on the preponderance of the evidence.

9. Residents found responsible for violation(s) will also be administered a 'sanction'. A 'sanction' is the consequence for violation of policies. Severity of sanctions can vary based on several factors; initial or repeat offense; type of policy which is violated; compliance during the disciplinary/conduct process, etc. Thus, it is possible for a resident's housing contract to be terminated upon the first offense, and yet another resident may have more than one incident and retain the privilege of living in Hampton House. However, residents with multiple incidents risk being removed for 'chronic misbehavior.'
10. Residents found responsible may choose to request an appeal of the findings and sanctions (see Due Process rights).

### DUE PROCESS RIGHTS

As a Hampton House Resident, you are afforded the following due process rights when given notice to participate in a disciplinary hearing.

1. The administrative processes as described in this document will be followed.
2. You have the right to remain silent: You are not required to answer any question you do not want to. However, information from witnesses as well as the documentation submitted (usually in the form of an incident report) will shape the hearing officer's ability to render "findings" (responsible or not responsible for violation(s) of policy). Therefore, for the best decision to be made, it is of your best interest to be as open and honest as possible.
3. You have the right to review and comment on all testimony: You will have the opportunity to see and hear all reports, written or oral, from Hampton House staff, or any other witnesses or appropriate parties. Please note, the Management reserves the right to edit, redact, and/or restrict documentation(s) for the following reasons:
  - a. Revealing information will adversely impact an active police investigation or is from a police report, Public Safety report or CAD entry
  - b. Revealing information will endanger the health and/or safety of other residents
  - c. Revealing information violates the rights protected under the Family Educational Rights and Privacy Act (FERPA)

- d. Revealing information releases the room assignment, location, e-mail address, and/or phone number(s) of complainant(s)
4. You have the right to witnesses: You may bring persons who can support your testimony with you to the hearing. However, please refrain from bringing character witnesses, as the behavioral choices of the resident are in question, not the character. Please also refrain from those who can only provide 'hearsay' (someone who heard about the incident, but did not actually witness or participate in the incident).
5. You have the right to bring an advisor: If you choose, you may bring one person with you to the hearing. This person acts as a consultant and support person for you. This person cannot speak for you or address the hearing officer. Any and all costs associated with the advisor's participation in the process are the sole responsibility of the accused resident. Also, if the advisor is not the person listed on the contract guarantor form, the accused resident will be required to provide a signed/written statement giving the hearing officer permission to discuss the matter in front of that person.
6. You may take notes during the hearing, but recording devices of any kind may not be used.
7. You have the right to request an appeal of the decision: Residents found responsible for violations may submit a written appeal (via their USCSalk email account or in writing) to the Housing Office requesting a review of findings (i.e. responsible for violation(s) and/or sanctions). An appeal/review does not constitute a re-hearing of the case, but a review of the process. For an Appeal to be considered, the following guidelines must be adhered to:
  - a. Letters of Appeal must be received in writing (hand-delivered or via email) at the Housing Office and no later than 5:00pm, three business days from the date of the Sanction/Findings letter and directed to the Resident Assistant. The Resident Assistant will forward the appeal request to the appropriate person. Failure to appeal within the allotted time will render the original decision final and conclusive.
  - b. Grounds for Appeal: A written statement outlining the specific issues for which review is sought, and the grounds upon which exception is taken to the original finding or ruling. Grounds for appeal are limited to the following:

- Evidence not available at the hearing which, had it been available, would in all reasonable likelihood have produced a different finding (responsible or not responsible)
- Substantial procedural irregularity, based on procedures as described in the Hampton House Living Guide
- Sanctions administered are grossly disproportionate to the violation
- Resident received a sanction of relocation or contract cancellation. Please note; if you are appealing a dismissal from Hampton House, you may be required to move off campus until the appeal process can be completed.

c. The Letter of Appeal must include the following information:

Resident's contact information:

USCSalk email address/Telephone number/Student ID Number/Current room assignment

Relevant Hearing Information

The date of the Hearing/The policy violation(s) and sanction(s) administered

The name and title of Hearing Officer

Please note:

1. The Appeal Officer may elect to schedule a meeting with the resident, or, base the appeal solely on the content of the letter
2. The Appeal Officer may alter (augment or reduce) the findings as well as the sanctions, or, in some cases, may remand the hearing.

Letters of Appeal will be reviewed by the Management and a written response will be provided via the resident's USCSalk email address.

CONFIDENTIALITY OF STUDENT RECORDS

Hampton House Salk

USC Salkehtachie

The disciplinary records of students living in Hampton House are maintained in the Hampton House administrative office and with the USC Salk student affairs office.. The records normally will contain the following:

- Original information or police report.
- All correspondence between the Hampton House designee and the student.

- Additional administrative information relating to completed sanctions.

Students' disciplinary records are destroyed after seven years from the day the student's housing contract has ended. Records will also include incidents in which the student was found 'not responsible'. Records of students who have been evicted may be kept indefinitely.

Students' disciplinary records are confidential. The records can be released only under certain conditions. Thus the following procedures were designed to protect student's rights and confidential nature of the records. Please refer to your housing contract for more information.

Release of disciplinary records: Please note that copies of any file/incident will be provided only upon written request, under the following conditions:

- The Housing Office has up to 45 days from the date of the request to provide the copy
- Any costs associated with the copy will be the responsibility of the student requesting the copy
- The copy will be provided ONLY to the student whose name is on the file/incident

A. Within Hampton House and USC Salkehatchie:

- a. Records will be released to faculty, administrators, staff, and appropriate judicial bodies only on a need-to-know basis, as determined by Hampton House Management or the Associate Dean for Student Affairs.

B. With Students' written consent or lawfully issued subpoena:

- a. To officials of other education institutions in which the student seeks or intends to enroll.
- b. To potential employers.
- c. To parents.
- d. To Federal or State Investigatory Agencies (FBI, Dept. of Defense, Dept. of Army, Navy, Secret Services, Dept. of Treasury, Correction agencies, etc.)
- e. To graduate or professional schools such as law, medical, dental, etc.

C. Without Student's Consent:

- a. To parents of students who are under the age of 18.
- b. To Guarantors when the conduct matter may result in eviction and financial obligations (including, but not limited to, damage charges exceeding \$100 or financial responsibility after eviction.)

- c. To Federal Officers as prescribed by law.
- d. As required by State Law.
- e. To accrediting agencies carrying out their functions.
- f. In response to a judicial order of lawfully issued subpoena (provided the student is notified prior to other compliance or provided a responsible attempt to notify the student has been made.)
- g. By USC Salk DPS to other law enforcement agencies in the investigation of a specific criminal case.
- h. To appropriate parties in a health or safety emergency.

These rules are in accordance with the Family Education Rights and Privacy Act of 1974 (Buckley Amendment). You may review the act at the following website:

<http://www.ed.gov/policy/gen/guid/fpco/ferpa/index.html>.