

Resident Handbook

STERNBERG HALL

Central Lutheran Church  
Intentional Christian Community

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## **Policies and Procedures**

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As a member of the Central Lutheran Church (CLC) Intentional Christian Community (ICC), you are responsible for abiding by the Resident Rights and Responsibilities Code. As a member of the ICC, you are also responsible for abiding by the residential rules, policies and procedures outlined below. We want you to know that our policies are more restrictive than the law requires (They are patterned after Western Washington University's policies and procedures (Title 516 WAC)). The ICC is a ministry of CLC and therefore the rules, policies, and procedures reflect Christian values and expectations. Because violations are often the result of not knowing the rules, we expect you to read this handbook carefully.

## **Resident Rights and Responsibilities**

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Residents of the ICC enjoy the same basic rights, privileges, and freedoms granted to all members of society. At the same time, acceptance of admission into the ICC carries with it an obligation to fulfill certain responsibilities and expectations as a member of the ICC.

As a condition of acceptance into the ICC, residents must assume responsibility for their own actions and maintain an environment conducive to the success, safety, and well-being of others. In addition, they are expected to be truthful, respect the rights of others, and abide by all these policies and procedures, as well as all local, state, and federal laws and regulations. All residents are responsible for understanding and complying with the responsibilities and expectations set forth in this handbook.

The resident conduct process at the ICC is designed to be a learning process that promotes an understanding of residents' responsibilities as members of the ICC. The objectives of the resident conduct system, as set forth in this handbook, are twofold: to ensure that residents act in a manner consistent with high standards of behavior, and to maintain the safety and well-being of all members of the ICC.

Central Lutheran Church, Intentional Christian Community's *Residents Rights and Responsibilities Code* is based on Chapter 516-21 of the Washington Administrative Code (WAC).

# Residential Community Standards

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## Accepting a New Roommate

If your roommate moves out, you must keep the vacant side of your room clean and empty for a new roommate. A new roommate may be assigned to your room anytime during the remainder of your residency. CLC staff will make every effort to provide advance notification that a new roommate is coming; however a new roommate may arrive without notice. You may be charged additional room rent if the vacant side of your room is not clean and empty when a new roommate arrives, if you turn away a newly assigned roommate, or if you discourage a prospective roommate.

## Animals for Special Needs

Pets are not allowed in the ICC residence. Service dogs and assistance animals are allowed in compliance with the Fair Housing Act. Please note the following requirements for residents ('handlers') with service/assistance animals:

1. Written request and written permission is required prior to bringing any resident animal onto CLC properties. Prospective residents who require an animal must request reasonable accommodation through CLC staff prior to room assignment. Current residents who require an animal must discuss accommodation with CLC staff prior to acquiring an animal.
2. Service Animals: The Fair Housing Act allows trained service animals access to all buildings, including food venues. Service animals are specially trained animals, wearing appropriate signage, that perform tasks for persons with disabilities.
3. Assistance Animals: The law limits assistance animals to the handler's residential building. Assistance animals include emotional support animals, comfort animals, therapy animals and companion animals of any kind. Resident assistance animals require written proof of need.
4. Handlers must ensure that their animal has proper immunizations, licenses and any required veterinary documentation.
5. Animals must be housebroken and handlers are responsible for the proper disposal of their animal's waste. Failure to do so will result in conduct action and a cleanup fee.
6. Handlers may be asked to remove their animal from the ICC residence if the animal is not housebroken, or if the animal cannot be effectively controlled by the handler.
7. Handlers must have their animal under control at all times by means of a harness, leash or tether unless it interferes with the animal's work, or it is not compatible with the handler's disability.
8. Animals may not pose a threat to the health or safety of others, and handlers are responsible for any liability that occurs as a result of their animal's behavior. (Please note that an animal is not considered a health or safety threat toward residents with animal-related allergies or anxiety simply by its presence -- that is, absent specific health or safety concerns.).
9. The handler is responsible for any charges resulting from damage, cleaning, or pest infestation.
10. The handler is responsible for the care and well-being of their animal.

## Authorized Entry: ICC Residential Building

The ICC residential building is locked at all times and no persons except those listed below are authorized to enter. If you believe someone has entered the building without authorization, notify the Church Office (if open), CLC staff, or the Bellingham Police at 911. Persons allowed are:

1. Residential residents and invited guests
2. CLC staff on CLC business

If a resident gives building and/or room codes to guests or any unauthorized persons, that resident is subject to disciplinary action or eviction from the ICC Residence.

## **Authorized Entry: Residential Rooms**

CLC staff respect every resident's right to privacy, safety, and security. CLC staff have the right to enter any residence hall room or apartment for the purpose of facilities inspection, maintenance requests, resident health and wellness, and other official CLC business. If CLC staff discover policy violations while in a resident's room, appropriate follow-up will occur. Depending upon the reason for entry, residents typically receive notification 24 hours in advance. Authorized CLC staff will knock first and have official identification.

## **B**

### **Barbecue Grills**

Personal barbecue grills and portable fire pits are potential fire hazards in a community living environment and may not be used. A barbecue grill is provided and available to residents. It is located outside, in the breezeway, by the main kitchen exterior door.

### **Bed Linens**

CLC provides a comfort foam twin xl mattress as part of this agreement. CLC does not provide bed linens and requires the use of a mattress pad. Mattresses are equipped with a mattress protective cover (moisture and pests) and shall not be removed.

### **Bicycles**

CLC has bicycle racks and designated areas and these are the only places bicycles should be parked. Bicycles found in hallways and residential, public areas are subject to impound; this includes bicycles locked to hand railings, posts and other structures not designated for bicycle storage. Bicycles left in racks and storage rooms more than 90 days without activity will be considered abandoned property and disposed of accordingly.

## **C**

### **Candles & Incense**

The possession and use of candles, incense, torches or any open-flame or concealed flame devices and supplies are prohibited in the ICC residences. Acceptable items include electric wax warmers and fragrance diffusers.

### **Computers, Responsible Use of**

Every resident with access to the ICC network and computing resources is expected to behave in a responsible way. Unacceptable use includes, but is not limited to, the following activities:

1. Using an unauthorized IP address.
2. Sending unsolicited mass mailings including chain letters/email, solicitations, and spam.
3. Violating terms of applicable software licensing agreements or copyright laws. This includes providing for distribution copyrighted music or video files.
4. Deliberately wasting computing resources or using excessive bandwidth.
5. Using a computer account without authorization.
6. Using the ICC network to gain unauthorized access to any computer system.
7. Knowingly performing an act which will interfere with the normal operation of computers, terminals, peripherals, or networks.
8. Attempting to circumvent data protection schemes or uncover security loopholes.
9. Using electronic mail to harass others.
10. Masking the identity of an account or machine.

11. Posting on electronic bulletin boards materials that violate existing laws or ICC's codes of conduct.
12. Attempting to monitor or tamper with another user's electronic communications, or reading, copying, changing, or deleting another user's files or software without the explicit agreement of the owner.
13. Using the network for commercial purposes or charging for any service provided across the network.
14. Using another person's computer account or identity.

### **Consent**

Consent is defined as a voluntary agreement to an act or proposal with another individual, group, or organization. Consent may be given in written, verbal, or nonverbal (body language) form. Consent may be positive or denied. Consent is invalidated by, but is not limited to, deception, misrepresentation, harassment, intimidation, coercion or if an individual does not have the mental capacity (including use of any chemical substances) to give consent.

## **D**

### **Decorating or Personalizing Your Space**

Creating your own place to study, relax, and socialize is essential to the college experience; however, the following ways of personalizing your space may result in disciplinary action:

1. Removing CLC furniture from the room without prior consent.
2. Damaging wall, ceiling, or furniture with nails, tacks, or pins.
3. Painting the walls, ceiling, or furniture.
4. Disabling or impairing fire sprinklers, heat sensors, or smoke alarms.
5. Placing objects near or in contact with fire sprinklers, heat sensors, or smoke alarms.
6. Customizing or altering your bed in any way inconsistent with the available configurations.
7. Displaying images or objects that create a hostile environment for residents, guests, or CLC employees. Displaying images or objects that glorify drugs or alcohol, in alcohol-free communities.
8. Decorations made from cut, resin-bearing trees or vegetation such as fir, pine, cedar, spruce, and eucalyptus. Live trees in soil are permitted.

### **Defamation Policy**

Defamation will result in disciplinary action. Definition: Any intentional false communication, either by libel (written, including social media) or slander (spoken), that harms the reputation, decreases the respect or regard, induces disparaging, hostile, or disagreeable opinions or feelings against a person or organization.

### **Demonstration Policy**

Demonstrations that materially or substantially disrupt the normal operation of the ICC residence will result in conduct action.

### **Disruptive Behavior**

Disruptive behavior will result in disciplinary action. Disruptive behavior includes (but is not limited to), physical abuse, verbal abuse, threats, intimidation, coercion, obstruction or other conduct which threatens or endangers the health or safety of self or others, failure to complete sanctions, failure to cooperate or comply with CLC staff, providing false identification or information, violating rules, policies and procedures, or knowingly being in the presence of someone violating rules, policies and procedures.

## **Drugs, Possession or Use of**

1. The ICC is a smoke-, alcohol-, and drug-free environment.
2. **ALCOHOL:** Possession and consumption of alcohol on Central Lutheran Church property, including the ICC residence, is limited to communion wine during a worship event. All other alcohol and alcohol paraphernalia is prohibited.
3. **MARIJUANA:** Possession or use of marijuana in any amount by any person is prohibited by CLC. Even though Washington State law allows adults age 21 and older to possess small amounts of marijuana for personal use, federal law prohibits marijuana possession and use of any kind.
4. Your body is considered a container; therefore, using/consuming marijuana or other drugs (regardless of location) and then returning to your residence hall while under the drugs' influence constitutes possession of the drug or marijuana.
5. **OTHER DRUGS:** No person may possess, use, manufacture, cultivate, package, distribute, sell, or provide a controlled or illegal drug or substance. No person may misuse prescription or nonprescription drugs; no person may possess or use drug paraphernalia. Drugs are defined as, but not limited to:
  - a. Any containers used or labeled for prohibited substances.
  - b. Any chemical substance, compound or combination used to induce an altered state
  - c. Any otherwise lawfully available product, over-the-counter drug, or prescription drug used for any purpose other than its intended use
  - d. Any hallucinogen
  - e. Any intoxicant
  - f. Any nervous system depressant
  - g. Any stimulant, other than caffeine

## **E**

### **Electrical Equipment & Appliances**

Any electrical device used within the ICC residence must be certified by Underwriters Laboratories as UL Listed. CLC reserves the right to remove any dangerous electrical appliance brought by a resident into a CLC building.

1. **APPROVED:** electric teakettles, electric wax warmers, coffee makers, rice cookers, microwave ovens up to 900w, and refrigerators up to 4 cubic feet.
2. **PROHIBITED:** Hotplates (except induction hotplates provided by CLC), electric blankets, space heaters (except as provided by CLC), halogen lamps over 300w, toasters, and toaster ovens (except as provided by CLC in the kitchenette).

### **Elevators**

Anyone found responsible for tampering with an elevator or engaging in reckless or dangerous behavior that places themselves or others at risk, in or around an elevator, will face disciplinary action.

### **Explosives & Weapons**

Unless authorized by CLC, possession of explosives, weapons, firearms, dangerous chemicals, and fireworks is prohibited on CLC property and at CLC-sponsored activities. Weapons include, but are not limited to:

1. Firearms of any kind.
2. Look-alike weapons, including decorations and replicas.
3. BB guns, pellet guns, paintball and Airsoft guns.
4. Martial arts weapons.
5. Projectile devices, such as catapults or slingshots.
6. Objects used as weapons to threaten or injure.
7. Swords and knives; small kitchen knives and folding pocket knives up to 3.5" permitted.

## F

### **Fire Equipment and Vandalism**

Tampering with, disabling, or damaging any fire safety apparatus, equipment or smoke detector is prohibited under RCW 43.44.110. This includes willfully and falsely activating a fire alarm. Such violations likely result in eviction and referral to the Bellingham Police.

### **Fireplaces**

Use of any fireplace in a CLC building requires permission from the Church Council.

## G

### **Gambling**

Gambling in the ICC residence is prohibited by CLC policy and Washington State law. Gambling includes online gambling, betting on athletic events, and the possession of gambling devices.

### **Guest Policy**

1. A guest is an invited individual who is present in a residential building but is not a member of the ICC residential community. Guests must be accompanied by a member of the ICC residential community at all times.
2. Guests in the ICC residence are expected to comply with all ICC rules, policies and procedures, as well as all applicable local, state, and federal laws and regulations. Residents who invite guests into their residence hall are responsible for the behavior of their guests and may be held responsible for any alleged violation(s) committed by their guests.
3. Only the official residents of a given room may reside in that room. Overnight guests are permitted only with the permission of the roommates. Overnight guests may not stay for more than three nights in a row or more than seven nights per quarter, including in rooms where residents do not have roommates. Residents and overnight guests may not stay in communal areas, i.e. Common/Rec Room, library, etc.
4. For emergency purposes, residents must notify CLC staff of any and all overnight guests.

## H

### **Harassment & Threats of Violence**

Harassment and threats of violence are prohibited behaviors that create a hostile or threatening environment. These behaviors include but are not limited to:

1. Unwanted and/or intimidating contact of a threatening nature, including verbal, nonverbal, written, or electronic communication.
2. An expressed or implied threat to an individual's personal safety or property, academic efforts, employment, or participation in CLC activities.
3. Intentional and/or repeated following or contacting of another person in a manner that intimidates, harasses, or places that person in fear for his or her personal safety or property.
4. Behavior that threatens or intimidates on the basis of race, color, creed, religion, national origin, sex (including pregnancy and parenting status), age, disability, marital status, veteran status, genetic information, and sexual orientation, including gender expression or identity.
5. A test process would be, for example:
  - a. First request for answer
  - b. Second request for validation of answer
  - c. A third request would be considered harassment
6. See also **Sexual Misconduct**.

## I

### **Interfering with Policies and Procedures**

It is a violation to interfere with the people, policies, and procedures of the ICC. People include, but are not limited to, residents, church members, CLC staff, and conduct committee members. Interferences include, but are not limited to the following:

1. Giving a false or incomplete incident report or claim.
2. Attempting to influence the impartiality of people involved in the Conduct process.
3. Threatening, harassing, intimidating, or manipulating people involved in the Conduct process.  
See also **Harassment & Threats of Violence**.
4. Participating in or encouraging retaliation against people involved in the Conduct process.
5. See also **Defamation Policy**.

## L

### **Laundry**

1. CLC does not provide laundry supplies.
2. Use of Laundry equipment is included with rental agreement.
3. The laundry machine is for standard size load of washing and drying.
4. Laundry room is not to be used for storage of clothes or cleaning supplies or anything else.

### **Lounges & Common Areas**

1. Lounges and other common areas are living spaces intended for residents to study, relax and gather. Use of these areas should be inclusive and considerate of other residents in the space; if conflicts arise, CLC staff can assist in facilitating a resolution.
2. Furniture may be rearranged to accommodate activities, but must be returned to its proper location afterwards. Please note that personal property left in lounges or common areas may result in theft. Overnight sleeping is not permitted.
3. Residents wishing to organize activities for the ICC can contact CLC staff. The cleaning and re-setting of a common area is the responsibility of those using the area. Priority for use of common areas is given to the following:
  - a. CLC staff initiated or sponsored programs
  - b. Community activities
  - c. Resident use for academic purposes
  - d. Resident use for social or recreational purposes

## P

### **Parking**

CLC provides one parking space per resident.

1. Parking is for resident use only and may not be loaned or sub-leased to a non-resident.
2. All vehicles must have a CLC parking pass.
  - a. Passes are available at CLC office.
  - b. Pass must be easily visible.
  - c. Rearview mirror hangers are provided.
3. Residents must use the assigned parking lot, or are subject to fines or being towed at owner's expense.
  - a. Female residents shall use the lower (Rose St.) parking lot.
  - b. Male residents shall only use the upper (Forest St.) parking lot.
4. Parking spaces are available on a first-come basis.

5. All parking is at the risk of vehicle's owner and CLC assumes no responsibility for loss or damage to vehicles or property.
6. CLC recommends residents keep their vehicles locked at all times.
7. Vehicles must be removed when residency terminates. Vehicles left 10 days after residency terminates will be considered abandoned and will be removed at owner's expense.

## **Pets**

Pets are prohibited, but fish in tanks under 10 gallons are allowed. Service animals are not considered pets. See also **Animals for Special Needs**.

## **Presence during Policy Violation**

Any resident who remains in the presence of someone violating a policy and fails to report in a timely manner may be subject to conduct sanctions. If you realize you are present where a violation may be occurring, you have the responsibility to respond with any of the following:

1. Leave the area immediately
2. Confront the behavior
3. Report the violation(s) to a CLC staff member immediately

If the situation places you or others in danger at any time, call the Bellingham Police at 911 immediately and notify CLC staff.

## **Prohibited Items**

1. **ALCOHOL:** See also **Drugs, Possession or Use of**.
2. **BEDS OR BED PARTS:** Non-CLC mattresses without specific CLC permission, non-CLC beds, non-CLC bed parts, homemade bed modifications, water-filled mattresses.
3. **DRUGS:** See also **Drugs, Possession or Use of**.
4. **FIREARMS & WEAPONS:** firearms, ammunition, BB guns, pellet guns, paintball guns, Airsoft guns, rockets, hunting knives, switchblades, metal knuckles, sling shots, sticks/clubs, laser pointers, explosives, dangerous chemicals, toys or display items that look real.
5. **FLAMMABLE MATERIALS & EXPLOSIVES:** explosives, fireworks, gasoline, or any other flammable materials; candles, incense, torches, or open-flamed devices; decorations made from cut, resin-bearing trees or vegetation such as fir, pine, cedar, spruce and eucalyptus.
6. **HAZARDOUS ELECTRONICS:** electric hotplates, burners, toasters, toaster ovens, electric space heaters and halogen lamps.
7. **PETS:** See also **Pets**.

## **Projectiles**

To prevent physical injury or property damage, the following activities are strictly prohibited in or around the ICC Residence:

1. Throwing anything from a building, window, or balcony.
2. Throwing anything at people, buildings, windows, or structures.
3. Throwing anything in a public/common area.

## **Q**

### **Quiet Policy**

1. **COURTESY HOURS:** Courtesy hours are in effect 24 hours a day. During courtesy hours any noise you make is not to be excessive or disruptive to your community. If you are asked by anyone to quiet down, you are expected to comply immediately. Excessive noise is a violation of resident rights and is unacceptable in the ICC residence. To minimize impact on others, residents with amplified instruments, game systems, and audio equipment are advised to use headphones.

2. **QUIET HOURS:** While the purpose of courtesy hours is to minimize disruptive or excessive noise, quiet hours are meant to maintain an atmosphere for studying and sleeping. The quiet hours below apply to the ICC residential community. Again, whenever you are asked by anyone to quiet down, you are expected to comply immediately.

Regular Quiet Hours Begin at:

11 p.m. Sunday through Thursday nights

1 a.m. Friday and Saturday nights

Regular Quiet Hours End at:

7 a.m. Monday through Friday mornings

9 a.m. Saturday and Sunday mornings

DEAD & FINALS WEEK: 24 hours a day beginning the first day of dead week and ending the last day of Finals week.

3. **NOISE VIOLATIONS:** While it is each resident's responsibility to control noise, it is also the responsibility of those impacted by noise to contact the community member and request that the noise be reduced. If this approach does not succeed, contact CLC staff. When the efforts of CLC staff are not sufficient, Bellingham Police may be called to resolve noise complaints.

## R

### **Roofs, Windows & Ledges**

Unauthorized access to any roof will result in disciplinary action and a \$35 charge. Climbing through windows or on building exteriors, balconies, or ledges is prohibited. Suspending any object from windows, building exteriors, balconies, or ledges is prohibited. Residents who need to retrieve an item from any of these areas must contact the CLC office for assistance.

## S

### **Scooters & Motorcycles**

Uniform Fire Code (1982 Edition, Section 11.415) and CLC parking regulations prohibit the storage of scooters, motorcycles, and other gas powered vehicles anywhere in the residence hall. If any such vehicle is discovered inside the ICC residence hall it will be subject to impound at the resident's expense.

### **Sexual Misconduct**

It is the policy of the ICC to provide an environment in which residents, CLC staff, and faculty can work, live, and study free from sexual misconduct. Sexual misconduct includes sexual harassment, sexual intimidation, sexual coercion, sexual assault, and rape. CLC staff act to prevent sexual misconduct and will respond appropriately to all reported incidents of sexual misconduct. Individuals who engage in such behavior will be subject to disciplinary action; this may include removal from the ICC residence, expulsion from the ICC, and civil or criminal prosecution. You can report sexual misconduct to CLC staff or the Bellingham Police at 911. Any false accusation of sexual misconduct will result in disciplinary action. See also **Defamation Policy**.

### **Smoking**

Smoking and vaping is prohibited in all CLC buildings and within 25 feet of doors, windows, and ventilation intakes. This includes but is not limited to all public spaces such as lounges, stairwells, hallways, food service areas, and laundry rooms. Smoking and vaping is also prohibited at any outside area that may affect the air supply of CLC buildings. Residents and guests who smoke/vape must respond to requests to move to another location. Residents and guests who smoke must dispose of smoking refuse properly.

## **Solicitation & Commercial Activities**

1. Due to a variety of local, state, federal, and ICC guidelines, residents may not use their ICC residence for the purpose of running a business.
2. Most forms of solicitation are prohibited in the ICC residence, and unauthorized solicitation should be immediately reported to CLC staff. Prohibited forms of solicitation include making contact with residents for the purpose of:
  - a. Promoting an activity or event.
  - b. Promoting or endorsing an idea or person, such as a political candidate, recycling, or religious belief.
  - c. Recruiting for a club or organization.
  - d. Selling something, such as an object, product, or ticket to an activity or event, even for the purpose of fund-raising.

## **T**

### **Theft**

Taking, attempting to take, aiding another in taking or possession of property belonging to another member of the ICC, the ICC itself, or its guests is prohibited.

### **Trespassing**

Entering a residential building or room without authorization or permission is prohibited. See also **Authorized Entry: Residential Buildings.**

## **V**

### **Vandalism**

Vandalism, including graffiti or alteration (temporary or permanent) of CLC property will result in disciplinary action and financial responsibility for the full cost of repair or replacement, and may result in civil or criminal action.

# Residential Conduct Procedures

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## When a Violation of any ICC Policy Occurs

1. **Incident Report:** An incident report may be written by another resident, another member of CLC, or CLC staff to document a situation that may be a violation of policy. Being listed in an incident report does not constitute a policy violation. No decision about a violation occurs until those directly involved have an opportunity to meet and discuss the circumstances of the violation. Each individual writing a report may request to have their name redacted in the event of a policy violation and conduct meeting.
2. **Resident Notification:** The resident(s) involved receives notification via their mailbox regarding a meeting with CLC staff. CLC staff may refer an incident to the Office Administrator, Senior Pastor, the Congregational President, or another Executive Officer of the church council, who will then serve as the Conduct Committee.
3. **Conduct Meeting:** At this meeting the conduct officer first asks the resident how things are going in general, then asks for his or her perspective on the specific incident, reviews the incident report and discusses any other relevant information. Be honest with the conduct officer; the conduct system is educational in nature so expect your meeting to be a conversation. Conduct meetings and decisions take place whether the resident is present or not. If you are unable to attend your conduct meeting it is your responsibility to notify the conduct officer to request rescheduling. Rescheduling is permitted twice within seven days of original appointment.
4. **Conduct Decision:** After reviewing the available information, the Conduct Committee determines whether a violation has occurred, the degree to which the resident was responsible, and appropriate sanction(s).
5. **Summary Letter:** The resident receives notification of the decision in the form of a summary letter via their mailbox within seven business days of the conduct meeting. The resident is notified if there are extenuating circumstances that delay the letter beyond seven days.
6. **Conduct Referral:** A resident who voluntarily moves out of the ICC residence or withdraws from the ICC prior to the completion of proceedings is not excused from pending conduct action. In such cases, information is referred to the ICC Conduct Officer for possible further action.

## Rights of Residents

Within the conduct process residents have the right to:

1. A fair and thorough conduct meeting.
2. Be informed of all potential policy violations prior to the conduct meeting.
3. An alternate conduct officer in the event of obvious and/or significant bias.
4. Review the incident report(s) and letter(s) if requested.
5. One level of appeal within the CLC conduct system.
6. Have a support person present at any conduct meeting pertaining to his or her conduct.
  - a. The support person serves as an advisor to the resident, not as a representative, and may be a resident, family member, or other person.
  - b. The support person may observe the process and provide support and guidance to the resident as needed.
  - c. CLC staff may not serve in the support-person role due to the potential for conflict of interest; however, CLC staff can serve as a resource for residents before and after the conduct meeting.
  - d. The support person may not have a conflict of interest with the situation in question.

## Standard of Decision Making

The Conduct Officer uses the available information to determine if it is more likely that a resident did or did not violate CLC policy.

## **Consistency & Fairness**

All proceedings, including the initial conduct meeting, are carried out in a manner that is informal and assures fundamental fairness. Conduct officers evaluate each resident's situation individually when deciding the most appropriate action to take. When sanctions occur, they may vary from resident to resident, even when a similar policy violation occurs. This is because multiple factors are considered in deciding the best sanction for the individual, including the details of the current incident, the resident's previous conduct history, the resident's behavior during the incident and at the conduct meeting, and the actual, intended and potential impact of the resident's behavior on the community.

## **Sanctions**

When a resident has been found responsible for violating a policy, one or more disciplinary actions may result. Disciplinary actions are intended to hold residents accountable for policy violations, and to educate and guide residents toward making good choices and informed decisions in the future. In some cases, interim sanctions may be imposed. An interim sanction is not an indication of a violation; it is simply a community safeguard until a decision about a possible violation can be made. Interim sanctions remain in place until the conduct process is completed. If an interim sanction is violated, the resident may be removed from the ICC residence and referred to the CLC Senior Pastor for further action. In addition to being subject to possible sanctions, behavior that violates local, state or federal law (e.g., theft, assault, rape, illegal drug or alcohol activity) is referred to Bellingham Police.

## **Administrative Sanctions**

1. **WARNING:** A written reprimand that the resident has violated a policy and future violations will result in more severe disciplinary sanction.
2. **DISCIPLINARY PROBATION:** Notice that additional policy violations may result in eviction from CLC Residences.
3. **EVICTION FROM CLC RESIDENCES:** Mandatory cancellation of occupancy in CLC Residences. This sanction is typically reserved for residents who indicate an unwillingness or inability to live within the parameters established by and for CLC Residences. This sanction may include restriction of visitation rights to one or more communities, payment of a contract breakage fee, and referral to the CLC Conduct Officer for action that may impact the resident's enrollment in the CLC.
4. **DEFERRED EVICTION:** Notice that further violations of policies may result in eviction from ICC Residence and referral to the CLC Senior Pastor for action that may impact the resident's enrollment in the ICC residence.

## **Typical Sanctions for Specific Violations**

While every violation is considered on a case-by-case basis, baseline sanctions for the following violations are defined as follows:

1. **ALCOHOL VIOLATION:** will result in a referral to Alcohol and Drug Consultation and Assessment Services (ADCAS) on the WWU campus.
2. **SECOND VIOLATION IN A GIVEN YEAR:** will result in a sanction other than a warning, such as disciplinary probation.
3. **LEGAL-AGE RESIDENT PROVIDING ALCOHOL TO MINORS:** will result in disciplinary probation.
4. **POLICY VIOLATION WHILE ON DISCIPLINARY PROBATION:** will result in eviction from ICC Residences.
5. **FIRE SAFETY EQUIPMENT VANDALISM:** Behavior which places the resident or others at risk of physical harm will result in eviction from ICC Residences.
6. **DISRUPTIVE BEHAVIOR OR VERBAL ABUSE:** will result in a sanction ranging from an educational sanction to removal from CLC Residences.

7. DRUG VIOLATION: first violation includes a minimum of disciplinary probation and referral to Alcohol/Drug Counseling and Assessment Services.
8. POSSESSION OF A COMMON-SOURCE CONTAINER FOR ALCOHOL, FULL OR EMPTY: will result in disciplinary probation. Violation of this policy coupled with other violations (such as selling alcohol, disruptive behavior, quiet hours violations) may result in removal from CLC Residences.
9. EXPLOSIVES & WEAPONS VIOLATION: will result in immediate termination of Resident Status resulting in an eviction from ICC Residences.

### **Confidentiality**

All records resulting from conduct proceedings are maintained by CLC, including Incident Reports, conduct letters, emails and appeals. Records are maintained according to pastoral confidentiality, except as noted within applicable laws. For example, when information is necessary to protect the health and safety of a resident or other persons, certain exceptions are authorized under WAC 516-26-085, Release of Information in Emergencies.

# Housing Agreement

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The Intentional Christian Community engages residents in diverse and inclusive, healthy, safe, and sustainable communities that foster academic success and personal growth. Under this contract, the Resident pays for a residential experience intentionally designed to cultivate Christian values. To qualify for a room assignment, the Resident accepts this Housing Agreement and agrees to abide by:

1. The ICC Residences Policies and Procedures
2. Resident Rights and Responsibilities Code
3. All local, city state, and federal laws.

## Eligibility Requirements

As its name implies, the ICC is a community of residents who wish to live among others according to the teachings of Jesus Christ. Residents must also be full-time, enrolled, and registered students.

## Agreement Term

The term is defined in the RENTAL AGREEMENT.

## Meal Plan

Because the ICC residence does not offer a meal plan, it is recommended that residents purchase a meal plan associated with their academic institution. Residents not purchasing a meal plan must advise CLC of how they will meet their meal requirements. Use of cooking facilities requires using personally owned equipment and utensils, and personally owned table service and utensils. All cooking facilities must be left clean. All personal equipment should be stored in your room upon completion of facility use. Leaving cooking facilities messy, or personal items left in facilities may be considered abandoned and will result in forfeiture and disposal of items, loss of privilege to use cooking areas, or fines. Cooking areas have video surveillance to ensure compliance.

## Housing Deposit

The Resident shall pay a deposit defined in the RENTAL AGREEMENT as security for the faithful performance of the Agreement. Upon Agreement termination, the security deposit will be applied to any damages caused by the resident and any remaining balance will be refunded. Residents with service and assistance animals will have additional deposit requirements.

## Cancellation before Occupancy

The Agreement may be canceled in writing 30 days prior to occupancy and the Housing deposit will be refunded in full. Cancellation within 30 days prior to occupancy will result in forfeiture of the Housing Deposit as a percentage prorated to the percentage of 30 days remaining prior to occupancy.

## Termination of Agreement

Termination shall not relieve Resident of his or her liabilities and obligations. The Resident shall pay charges up to the term of the Rental Agreement, any damage fee that may apply and any charges incurred after termination.

1. By Termination of Resident Status: Residents must vacate rooms on the day of termination of their resident status.

2. By Default or Breach: The Agreement may be terminated, after 15 days' notice of intent, in the event that the Resident:
  - Is in default in payment for more than 15 days, except where there is a written agreement to extend the period.
  - Breaches, violates, fails to perform, or is in default of the performance of any of the terms of this Agreement.
3. By the Resident: The Agreement may be terminated by the Resident by moving out of his or her room. Moving out shall not relieve Resident of his or her liabilities and obligations. The Resident shall pay charges up to the term of the Rental Agreement, any damage fee that may apply and any charges incurred after moving out.

### **Damage and Cleaning**

Residents must keep their assigned room/suite clean and alert CLC staff of any necessary repairs.

1. Damages: Residents are responsible for costs, expenses or liabilities resulting from damage to a room by them or their guests, except for those caused through an act or omission by CLC staff.
2. Cleaning: Residents are responsible for the cost of additional cleaning required to return rooms to their pre-occupancy state.
3. Furniture: CLC equipment or furniture shall not be moved from rooms or public areas of buildings. The Residents are responsible for replacement or repair of the property.

### **Alterations and Decorations**

Alterations to building and individual rooms are not permitted. The Resident may be required, at his or her expense, to remove alterations or decorations and may also be required to pay for any resulting damage. Nails, tack, or pins are not permitted for use on any wall, ceiling, or CLC furniture.

### **Services Included**

CLC shall furnish heat, electricity, water and sewer services. Wireless Internet will be available throughout the residence hall and cable television will be provided in the common lounge.

1. Temporary Interruption of Service: Services may be temporarily interrupted when necessary because of accident, emergency, repairs, or alterations or improvements, that are deemed necessary and desirable in the judgment of the CLC. The Resident shall claim no reduction or waiver of fees or other compensation, nor shall this Agreement or any of its obligations be affected or reduced.
2. Delivery of Possession: If the CLC is unable to deliver possession of the assigned room because of fire, explosion, leaks, disruptions related to systems software, acts of God, or reasons beyond its control, the CLC shall have no liability to the Resident for losses suffered.
3. Fire or Casualty Loss: If the Resident's room or residence hall should at any time be rendered untenable in whole or in part by fire or casualty, the CLC may, at its option, either immediately terminate this Agreement, or repair and replace the damaged room or residence hall within a reasonable time.

### **Vacancies**

See also **When a Vacancy Occurs in Your Room.**

### **Personal Property Damage**

The CLC assumes no responsibility for loss or damage to personal property. It is recommended that the Resident obtain his or her own renter's insurance.

**Reassignment**

CLC reserves the right to reassign residents to different rooms, if such reassignment is deemed necessary. Unless otherwise notified, the CLC reserves the right to reassign space if the Resident does not check in by the third day of the RENTAL AGREEMENT.

**Transfers or Subleases**

The Resident may not transfer or sublet any room, space, or facility of CLC.

**Equal Opportunity**

CLC, in compliance with applicable laws and in furtherance of its commitment to fostering an environment that welcomes and embraces diversity, does not discriminate on the basis of race, color, creed, national origin, sex (including pregnancy and parenting status), disability, age, veteran status, sexual orientation, gender identity or expression, marital status or genetic information.

**Reasonable Accommodation**

CLC is committed to providing reasonable accommodation for qualified individuals with disabilities upon request. Residents requiring a special housing assignment due to a disability or other condition must request reasonable accommodation and complete a needs assessment.

**Waiver of Breaches and Cumulative Remedies**

The failure of CLC to exercise any right or remedy available as a result of the Resident's breach of any of the terms, covenants, or conditions of this Agreement shall not be deemed to be a waiver by CLC of any such right or remedy. No terms or conditions of this Agreement required to be performed by the Resident and no breach thereof shall be waived, altered, or modified except by an express, written instrument executed by CLC staff. The receipt of rent by CLC with the knowledge of the breach of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such breach. Remedies of CLC under the terms of this Agreement are cumulative and are not exclusive of any other remedies or redress which may be utilized in case of any breach or threatened breach by the Resident.

**Partial Invalidity**

Any provision of this Agreement which shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

# Logistical Procedures

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## Key-Codes and Lockouts

1. The CLC ICC residence hall is locked 24 hours a day, and residents are expected to ensure that doors latch behind them when they enter and exit; and no one should ever leave a door propped open. Always lock your door whenever you leave the room, take a nap, or go to bed.
2. If you are locked out of your room, contact CLC staff. If you are locked out of the building call the CLC staff emergency number.
3. Each resident receives a “key code” to allow access to the building. Never share your key-code. Shared key-codes create a security risk to you and your community and must be reported to CLC staff immediately. The cost for a new key-code is the responsibility of the resident and must be paid before the quarterly rental agreement will be renewed.

## Proper Checkout Procedure

Upon termination of the RENTAL AGREEMENT, residents must follow the steps to checkout:

1. **Schedule a Room Inspection.** Make a plan for when you will officially check out based upon your schedule. Once you know your departure date, make an appointment at least 24 hours in advance to have your room inspected by CLC staff.
2. **Vacate and Clean Your Room.** Seek out your community's collection bins to responsibly donate, recycle, and discard your unwanted items. You are expected to leave your room clean, empty and properly assembled. Remove food from fridge and freezer.
3. **Complete your Room Inspection.** CLC staff will bring your original Room Inspection Inventory Form to assess the condition of your room while you are present. Charges for any cleaning, damage, or missing items are split among roommates unless individual responsibility is clarified during your room inspection. Be aware that anything you leave behind will be considered abandoned property and it will be removed at your expense. CLC assumes no responsibility for abandoned property and has no obligation to return it to you.
4. **Check Out in Person at the CLC office.** Go in person to the CLC office during desk hours and submit your Room Inspection Inventory. Complete an exit survey. Checking out in person is required.
5. **Manage Your Mail When You Move Out.** Take steps to ensure your mail reaches your new address:
  1. Make sure the office has your forwarding address.
  2. Change your address with anyone who sends mail, and don't forget Amazon, Ebay, Netflix, etc.
  3. The post office does not accept “change of address” from dormitories like Sternberg Hall.

## Room Transfers

Residents desiring to change rooms within the residence hall must initiate a request with CLC staff. Transfer requests may take several weeks to fulfill depending upon current occupancy.

## When a Vacancy Occurs in Your Room

1. If your roommate moves out, you must keep the vacant side of your room clean and empty for a new roommate. A new roommate may be assigned anytime. CLC staff will make every effort to provide advance notification that a new roommate is coming; however, a new roommate may arrive without notice.
2. If you do not want to be assigned another roommate, you may have the option of keeping your double room as a single room at an increased rate. Contact CLC staff.

3. You may be subject to increased rental rates if the vacant side of your room is not clean and empty when a new roommate arrives, if you turn away a newly assigned roommate, or if you discourage a prospective roommate.
4. You may invite another ICC resident to transfer into your room, or you may transfer into the room of another CICC resident, depending on availability. Contact CLC staff to discuss your options.

### **Move Out**

The term of your agreement is defined in your RENTAL AGREEMENT. You must give 30 days' notice of intent to vacate your room before the end of the academic quarter. Please consider the following when moving:

1. **Make a plan:** Residents are strongly encouraged to communicate early in the process with anyone involved, including parents, guardians, or family members.
2. **Start early:** Do not wait until finals week to start packing and cleaning! Start early, pack and clean a little each day, and check out after your last final.
3. **Take some stuff home on Memorial Day weekend:** By spring quarter, many residents have accumulated more stuff than they can pack up in a day and fit into a single carload. If you are heading home for Memorial Weekend, we highly recommend taking some stuff home.
4. **Responsibly dispose of your trash and recyclables, and donate your unwanted items:** Throughout the last two weeks of spring quarter, every community has a designated collection area for residents to donate reusable clothing, technology, toiletries, etc.
5. **Avoid waiting until the deadline to check out:** Please note that residents checking out at the last minute may experience long lines.