

Resident Handbook

2020 - 2021



Table of Contents

Welcome	5
Mission Statement	6
Vision Statement	6
Community Values	6
HRE, Harbour Management & Residence Education Staff	6
Residence Education Coordinator (REC)	6
Resident Advisor (RA)	7
Community Assistant (CA)	7
Residential & Coast District Policies	7
The Harbour Community Policies	7
Coast Community College District Board Policies & Administrative Procedures.....	10
<i>Coast Community College District Student Code of Conduct (BP/AP 5500)</i>	10
<i>Drug Free Environment and Drug and Alcohol Abuse Prevention Program (BP/AP 3550)</i>	13
<i>Sexual Misconduct (BP/AP 5910)</i>	13
<i>Weapons Prohibited on District Property (BP/AP 3530)</i>	13
<i>Alcoholic Beverages (BP/AP 3560)</i>	13
<i>Computer and Network Usage (BP/AP 3720)</i>	14
<i>Smoking and Tobacco Use (BP/AP 3570)</i>	14
Safety & Emergency Protocol.....	15
COVID-19 Safety	15
Emergency Evacuation	16
General Safety & Security.....	17
Contacting Management or Resident Advisor.....	17
Incident Reporting.....	17
Missing Student Protocol	17
<i>Residential Confidential Contact</i>	18
Residential Processes	18
Bicycle Storage	18
Health & Wellness	18
<i>Immunization Requirements</i>	18
<i>Required Vaccination</i>	19
<i>Proof of Immunization</i>	19

<i>Student Health Fee</i>	19
<i>Medical Insurance</i>	20
<i>Needle Disposal</i>	20
Housing Accommodations.....	20
Housing Agreement.....	20
<i>Renewal</i>	20
Housing Re-Assignments	20
<i>Change Request by Resident</i>	20
<i>Administrative Moves</i>	21
Inspections	21
Gender Inclusive Housing.....	21
Laundry Facilities	21
Lock Outs.....	21
Lost Key	21
Maintenance Request	22
Mail & Parcel Delivery	22
Meal Options	22
<i>Pirate’s Cove</i>	22
Move-In	22
<i>Check-in Inspections</i>	23
<i>Early Arrival</i>	23
<i>Late Arrival</i>	23
Move-Out	23
<i>Move-Out Inspections</i>	23
<i>Late Departure</i>	24
<i>Abandonment</i>	24
Moving Damages.....	24
Payments.....	24
<i>Late Installments</i>	25
Recreational Facilities & Community Spaces.....	25
Resident Liability Insurance.....	26
Resident Parking.....	26
<i>Guest Parking</i>	27

Room Entry.....	27
Trash & Recycling	27
Resources	28
OCC Catalogue.....	28
Important Dates	28
<i>Health & Immunization Screening Deadline</i>	28
<i>Move-In</i>	28
<i>Move-Out</i>	28
<i>Payment Installment Due Dates</i>	28
Financial Planning.....	28
<i>Financial Wellness</i>	28
<i>Financial Aid</i>	29
Sexual Misconduct	29
<i>Local Community Resources</i>	29
<i>National Hotlines</i>	29

Welcome

On behalf of Orange Coast College, the department of Housing & Residential Education (HRE), and The Harbour at OCC we would like to welcome you to your new home. We are excited to be one of the first Southern California community colleges to offer on-campus housing for students and look forward to opening our doors to new residents this fall. HRE and The Harbour staff are committed to providing opportunities that contribute to student learning and development, creating welcoming and safe living environments, as well as further enhancing student success and the Pirate experience here at OCC.

Living on-campus is a transformative experience for students! It provides you with many opportunities to engage with the campus and its resources, make significant and life-long connections with peers, and explore your own identity, leadership, and personal values. Through dynamic programs, services and a committed staff team The Harbour will create inclusive living-learning environments that will allow you to make meaning of your college experience and find a true sense of belonging within the diverse OCC community.

What you choose to do in your living, studying, and recreational environment will greatly influence your total academic experience. Studies have shown that students who live on campus have a higher GPA than those that do not, are more involved on campus, and graduate at a higher rate. Take the initiative to get involved, contribute and engage within the residential community, even as this may be virtual engagement as we start the academic year. Living in a residence hall community requires considerable cooperation, responsibility, and, above all, respect for others.

If there is any way that we or the HRE staff can assist you as you make the transition to Coast and The Harbour please let us know. Welcome to The Harbour at OCC; welcome home.

Go Pirates!



Jamie Kammerman, M.Ed.

Director, Housing & Residential Education



Lani Farley

The Harbour Community Director

Mission Statement

Housing & Residential Education, in partnership with The Scion Group, serves as an integral component of Orange Coast College's core philosophy by creating inclusive, safe and clean living-learning environments that promote student success. Through the intentional and efficient delivery of programs and services, HRE facilitates student engagement, collaborates with the campus and community, and maintains secure, sustainable spaces for students in order to promote a sense of belonging, holistic personal development, co-curricular learning, responsible community membership and academic success within a diverse community.

Vision Statement

As a premier community college in California with the largest on-campus living program, Housing & Residential Education aspires to transform the lives of our residents through innovative and collaborative community development programs and educational interventions with the intention to develop responsible and active citizens, locally and globally. The Harbour at OCC will be a preferred housing choice for Orange Coast College students that provides efficient management of housing operations and a living-learning environment that practices inclusion and empowers residents to become engaged contributors and leaders in their community.

Community Values

- ❖ We value the social, emotional, intellectual, and ethical development of students.
- ❖ We value a community of respect where dignity is highly considered and a shared concern for all living together in community.
- ❖ We value the education of student rights and responsibilities.
- ❖ We value all initiatives and efforts to creating an environmentally sustainable community.
- ❖ We value safe, clean, and well-maintained living facilities.
- ❖ We value diversity, inclusion, and equity, and embracing campus ideals.
- ❖ We value the engagement, involvement, and the spirit of fostering a sense of belonging for all students.

HRE, Harbour Management & Residence Education Staff

Director, Housing & Residential Education

Jamie Kammerman | jkammerman@occ.cccd.edu

Community Director, The Harbour

Lani Farley | lfarley@theharbourocc.com

Assistant Community Director, The Harbour

Mana Najafian | mnajafian@theharbourocc.com

Resident Services Manager, The Harbour

TBD

Residence Education Coordinator (REC)

Zane Hight | zhight@theharbourocc.com

The Residence Education Coordinators (REC) are full-time live-in professionals that conduct the day-to-day Residential Education functions within The Harbour @ OCC. They supervise the Resident Advisors, respond to community emergencies, support residential programming, adjudicate violations of community policies, and support OCC initiatives that enrich the student experience.

Resident Advisor (RA)

Resident Advisors (RAs) are students who live in the residence halls and serve as a resource to their residents and a liaison between the residents and the professional staff. The RA position is designed for residents who have the interest, skills and time necessary to perform assigned duties and assist in the development of the Residence Education Program. RAs have the authority and the obligation to maintain college and housing policies and to report any suspicious or out of the ordinary activity. RAs are assigned evenings and/or weekends to be on-call. In the evening, a resident's first resource is the on-call RA.

Community Assistant (CA)

Community Assistants (CAs) are a team of part-time staff that assist in The Harbour management office.

Residential & Coast District Policies

The Harbour Community Policies

The exhaustive list of Community Policies for The Harbour can be found on the website at <http://theharbourocc.com/policies.pdf>. Below you can review a summary of some of the most frequently referenced policies:

Orange Coast College/Coast Community College District Policies. All residents and guests must abide at all times in the community by the standards of conduct and policies that are applicable to students on campus at Orange Coast College, even if the resident or guest is not otherwise covered by those policies, including without limitation the Coast Community College District Student Code of Conduct (AP 5500), the Drug Free Environment and Drug and Alcohol Abuse Prevention Program (AP 3550), and the Coast Community College District Administrative Procedures on: Sexual Misconduct (AP 5910), Weapons Prohibited on District Property (AP 3530), Alcoholic Beverages (AP 3560) and Computer and Network Use (AP 3720). In the event of any suspected violation of those policies or in the event of any reported crime, management of The Harbour may provide information regarding the matter, including personal identifying information, to Orange Coast College and to the Coast Community College District. The remaining Community Policies below will also apply to all residents and guests in the community at all times.

Community Living Standards. All residents are expected to comply with established standards of community living, including maintaining adequate standards of personal hygiene and room cleanliness to avoid interference with the general comfort, safety, security, health or welfare of the community or a resident's roommates. Any personal safety or welfare issues should be brought to the attention of management; any resident forcing or attempting to cause another resident to leave their own apartment or the community may be subject to termination.

Dangerous or Disruptive Activities. Activities that endanger residents and/or the community are strictly prohibited, including but not limited to being on roofs, climbing from windows and scaling or rappelling from outside walls or windows, improper use of security doors or interfering with the locking of any door, throwing objects from windows, playing sports or participating in other outdoor activities in hallways, or any violent, threatening, belligerent or unlawful acts.

Drug-, Alcohol- and Crime-Free Policy. As provided in the Housing Agreement, the possession, distribution or use of any controlled substances under federal or state law, drug paraphernalia, alcoholic beverage or criminal activity, by a resident and/or guests within the community, will be considered a material breach by the resident of the Housing Agreement and may subject the resident to immediate termination. Marijuana and THC in any form are prohibited throughout the community. No resident or guest may engage in or facilitate criminal activity, including but not limited to the use, attempted use or threatened use of physical force against a person or property,

or drug-related criminal activity (including the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance as defined under applicable law), nor permit any part of the community to be used for or to facilitate such criminal activity.

Maintenance. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.

Care of Premises. Adhesive tape, nails, screws or hooks may not be used on floors, walls, woodwork or doors. Thumbtacks, pushpins and non-marking adhesive materials are permitted in moderation. All windows and exterior doors must remain closed when air conditioning is operating; this equipment does not function properly when windows are open.

Public Areas. The sidewalks, driveways, courtyards, stairways, corridors, and all other common areas of the community may not be obstructed in any way by a resident or guest, including by garbage cans, supplies, shopping carts, bicycles or other belongings. If articles are left in any public areas, management may remove them at the resident's risk and expense.

Locks, Keys, Keycards. Residents will be given one electronic keyfob (for the assigned apartment and for exterior doors, amenity areas and elevators), one bedroom key and one mailbox key. These keys and keyfobs must be returned to management upon vacating the premises. No locks may be changed or added to any doors without management's written consent.

Cleanliness; Removal of Trash. All garbage, refuse and other types of waste must be placed inside recycling and trash chutes (as applicable) located on each floor of the community. Cardboard boxes must be broken down by the Resident at the time of disposal. No trash or other waste may be disposed of or stored on the grounds of the community, kept by an entrance door or in a hallway or courtyard, or placed in improper containers or elsewhere in the community. Each resident (together with roommates as applicable) is responsible for cleaning and keeping the assigned apartment and all furnishings in a clean, safe and sanitary condition. Trash should be disposed of promptly and properly. Trash chutes are provided by management on each level of the community; however, furniture, chemicals, hazardous materials, batteries, computer monitors, televisions, computers, stereos or other electronic devices are not permitted in trash chutes or dumpsters. All such materials must be taken by the resident to a local facility designed for disposal of such materials. Residents are expected to maintain inside and immediately outside of the apartment. No trash may be kept in hallways, courtyards or otherwise outside of an apartment, even in bags or cans. Any resident or apartment violating any of the above policies will be responsible for an administrative fee of at least \$30 per bag (or portion thereof) to be disposed; continued violation may result in agreement termination.

Hallways, Courtyards, Windows and Doors. Awnings or other projections may not be attached to the outside of any building. Windows, hallways and courtyards may not be used for draping articles, shaking dust mops, beating rugs, drying laundry, painting, or anything that may stain the foundation and/or surface of the area. Cigarettes, trash or other material(s) may not be left on or thrown from any window, hallway or doorway. Courtyards and hallways may not be used for storage of any interior furnishings. No sign, banner or other fixture, including foil and/or film of any kind, may be hung in any window or on any door in a manner that may be visible from the exterior of the building, except for political signs strictly in compliance with California Civil Code §1940.4. No external antenna, clothesline, sign, banner, flag or satellite dish may be erected on any part of the community. Only those window coverings supplied by The Harbour may be allowed to be seen from outside the building. Violations of this policy may be corrected by management (including cleanup and disposal of materials) at the residents' expense. Damage to shared or common areas, including adjacent hallways, windows and doors, will be repaired at the joint and several expense of the residents of the applicable apartment(s).

Smoking; Flammables. The Harbour is a 100% non-smoking facility; smoking (including vaping and e-cigarettes) is prohibited at all times in all indoor areas, in courtyards and immediately outside all doors. In addition to all other remedies for breach under the Housing Agreement, any smoking inside by a resident or guest will subject the resident(s) to a minimum deep-cleaning fee of \$250, plus any additional costs of cleaning or repair in connection with smoking or other smoke-related damage. The following items are prohibited in all buildings in the community: candles with wicks, incense, flammable liquids or gases (including propane and gasoline), or other flammable or incendiary substances.

Plumbing Fixtures. Sweepings, matches, rags, towels, cigarettes, bottle caps, coffee grounds, bones and other obstructing materials may not be placed or flushed in any plumbing fixture. Any damage to plumbing caused by misuse will be repaired at the residents' expense.

Barbeque Grills. Due to city, county and state fire codes and regulations, the use of or storage of gas or charcoal grills, or fuel containers related to these grills, are prohibited throughout the community except for built-in grills provided by The Harbour for this purpose. Any resident or apartment violating this policy may be subject to administrative fees of at least \$50 per day and/or referral to law enforcement.

Common-Area Furnishings. Furnishings provided in apartment common areas such as living rooms are intended for the common use of all residents of the apartment, and may not be removed or taken into individual bedrooms. Furniture in any community or lounge area may not be relocated.

Common-Area Lights. Lights in hallways, stairwells, clubhouse areas, the building exterior and the parking garage are for the general safety of the community. Tampering with these lights in any way is prohibited. Prompt reporting of all outages to management is appreciated.

Soliciting. Any soliciting or distribution of any type of material within the community is prohibited without prior written approval from management. Please notify management of any suspected unauthorized solicitor so that appropriate action may be taken.

Guests. All residents are responsible for the actions of their guests (including anyone permitted into the community by a resident, whether or not known to the resident) at all times. Residents are expected to ensure that guests observe all rules and policies applicable to residents. Any violation or act by a guest will be considered the violation or act of the resident. Guests must be accompanied at all times by the responsible resident when accessing common area amenities such as the laundry facilities, clubhouse, etc. Management reserves the right to restrict guests from any part of the community or from using any amenity at any time. Any overnight guest requires the advance consent of all apartment-mates, must be pre-registered with management if staying more than three total nights in any 30-day period, and may not stay at the community for more than three consecutive nights nor more than six nights in any 30-day period.

Parties. Residents hosting or participating in social gatherings must at all times prevent excessive noise or disturbances that could interrupt the quiet enjoyment of others. Any gathering of 10 or more guests in any apartment must be registered with management at least one full business day beforehand. No apartment may host more than 16 persons (including residents and guests) at any social gathering, whether inside or outside the apartment. Loitering in exterior common areas or community facilities during quiet times of 10:00 p.m. through 9:00 a.m. is prohibited. "Open" parties are prohibited. Flyer announcements, block parties and multi-unit parties are prohibited. All parties must disperse by 1:00 a.m. Management may require a party to disperse for reasons of safety or to prevent disturbance to other residents.

Noise. Loud and boisterous noise or any other objectionable behavior by any resident or guest which may disturb other residents is not permitted. As an on-campus residential community, a student's right to quiet supersedes the right to make noise. Good judgment and thoughtfulness for others should be used in the playing of musical instruments, stereos, television sets and all other sound sources. An apartment that is the subject of a noise complaint will, in management's discretion, be charged a \$50 administrative fee and may be referred to law enforcement. Multiple noise violations may subject the residents of an apartment to agreement termination.

Animals. The Harbour is a no-pets community. Any resident(s) keeping an animal will be responsible for any damage or injury caused by the animal. Any resident that allows a non-authorized animal in an apartment or into the community will be responsible for an administrative fee of \$200, must remove the animal within 24 hours, and will also be responsible for breach of the Housing Agreement. Unattended, stray and unauthorized animals may be impounded by management or law enforcement.

Recreational Facilities. In order that these facilities be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. All guests, as well as children of residents or guests, must be accompanied at all

times by the responsible resident when using any recreational facility or amenity. Appropriate attire and footwear are required at all times when using courtyards, laundry facilities, lounges and other facilities.

Laundry Facility. The community laundry facility is open 24 hours unless otherwise posted. Residents may not use more than two washing machines or dryers at one time. Please refrain from removing other users' laundry from machines.

Internet Connection; Business Center. Internet connectivity is provided throughout the community for use by residents and guests. A business center or lounges with computer devices are provided for the use of residents only; the display or other transmission of objectionable, pornographic, discriminatory, harassing or otherwise inappropriate material using any computer equipment provided by The Harbour is prohibited. Users must abide by applicable laws at all times in the course of using computer equipment and/or Internet connections provided by The Harbour. The display, downloading, uploading or other use of materials in violation of the copyright or other intellectual property rights of any person are prohibited using any Internet connection or computer equipment provided by The Harbour. Users of the Internet connection provided by The Harbour must also abide by all acceptable use policies and other rules issued by the community's Internet service provider from time to time.

Bicycle Parking. The Harbour provides storage for residents' bicycles and other two-wheeled vehicles without combustion engines, on a first-come, first-served basis. Other motorized vehicles may not be stored at or left on the grounds of the community. Bicycle storage is provided as a convenience; the community owner and management have no responsibility for loss or damage to bicycles or other belongings left in storage. Management may restrict any resident's use of this storage facility at any time.

Coast Community College District Board Policies & Administrative Procedures

The exhaustive list of Coast Community College District Board Policies and Procedures can be found on the website at <https://www.cccd.edu/boardoftrustees/BoardPolicies/Pages/default.aspx>. Below you can review a summary of some of the most frequently referenced policies for your reference as a resident:

Coast Community College District Student Code of Conduct (BP/AP 5500)

The primary purpose of this Student Code of Conduct is to support and protect Students to ensure their academic and personal success throughout their attendance at any of the Colleges within the District. In addition, this Student Code of Conduct intends to educate Students about rights, responsibilities, and violations under the Student Code of Conduct and its consequences. The Student Code of Conduct includes a defined process for the fair and impartial review and determination of alleged improper Student behavior. The Student Code of Conduct also specifies the various sanctions that may be imposed on District Students for violations of the Student Code of Conduct. Students are expected to be familiar with the terms of Board Policy 5500 and this Administrative Procedure 5500 Student Code of Conduct. This Procedure provides for the orderly administration of the Student Code of Conduct consistent with the principles of due process of law.

Code of Conduct violations include but are not limited to the following:

- **Academic Misconduct.** All forms of academic misconduct including, but not limited to, cheating, fabrication, plagiarism, or facilitating academic dishonesty.
- **Alcohol.** Manufacture, distribution, dispensing, possession, use, consumption or sale of, or the attempted manufacture, distribution, dispensing, distribution, consumption or sale of alcohol that is unlawful or otherwise prohibited by, or not in compliance with, District policy, administrative procedures, or campus regulations.
- **Assault/Battery.** Assault, battery, or any threat of force or violence upon a Student or upon any member of the District Community.
- **Continued Misconduct or Repeat Violation.** Repeated misconduct or violations, when other means of correction have failed to bring about proper conduct.
- **Dating Violence.** Dating Violence is abuse committed by a person who is or has been in a social or dating relationship of a romantic or intimate nature with the victim.
- **Destruction of Property.** The damaging, destroying, defacing, or tampering with District Property or the property of any person or business on District Property or at a District function, including but not limited to,

taking down, defacing, or otherwise damaging District authorized posters, handbills and/or notices posted on District Property.

- **Discrimination.** Adverse action taken against a person because of a Protected Status, as noted within Board Policy/Administrative Procedure 3410: Nondiscrimination.
- **Dishonesty.** All forms of dishonesty including but not limited to fabricating information, furnishing false information, or reporting a false emergency to the District.
- **Disorderly or Lewd Conduct.** Engaging in disorderly or lewd, indecent or obscene behavior on District Property or at a District function.
- **Disruption of Educational Process.** Disruption of the District educational process(es), including but not limited to interrupting, impeding, obstructing or causing the interruption or impediment of any class, lab, administrative office, teaching, research, administration, disciplinary procedures, District Activity or District-authorized Student activity or administrative process or other District function.
- **Disruptive Behavior.** Disruptive behavior, disobedience, profanity, vulgarity, or the open defiance of the authority of or abuse of District personnel, or which adversely effects the delivery of educational services to Students and the District Community.
- **Disturbing the Peace.** Disturbing the peace and good order of the District by, among other things, fighting, quarreling, disruptive behavior, or participation in a disturbance of the peace or unlawful assembly.
- **Drugs.** Unlawful or attempted manufacture, distribution, dispensing, possession, use, distribution or sale of, controlled substances, dangerous drugs, restricted dangerous drugs or narcotics, as those terms are used in state or federal statutes on District Property or at any District function. Possession of marijuana, or marijuana-infused products, for any purpose (recreational or medicinal) on District premises or at any District function is prohibited.
- **Endangering Welfare of Others.** Violation of any state or federal law relating to the placing at risk of physical or emotional harm of a member of the District Community.
- **Failure to Appear.** Failure to appear before a District official when directed to do so.
- **Failure to Comply or Identify.** Failure to identify oneself to, or comply with the directions of, a District Official, employee, policy, law enforcement, or other public official when requested to do so; or resisting or obstructing such District or other public officials in the performance of or the attempt to perform their duties.
- **Failure to Obtain Permits.** Participating in an organized protest for which a District permit has not been obtained.
- **Failure to Repay Debts or Return District Property.** Failure to: (a) repay debts to the District; (b) return District property; (c) return property of any member of the District Community.
- **False Report of Emergency.** Knowingly and purposefully, causing, making, and/or circulating a false report or warning of a fire, explosion, crime, or other catastrophe.
- **Forgery.** Any forgery alteration, or misuse of any District document, record, key, electronic device, or identification, or knowingly furnishing false information to a District Official.
- **Fraud.** Any attempt to steal, take, carry, lead, or take away the personal property of another, or who fraudulently appropriated property which has been entrusted to them, or who shall knowingly and designedly, by any false or fraudulent representation or pretense, defraud any other person of money, labor or property, or who causes or procures or obtains credit and thereby, or fraudulently gets or obtains possession of money, or property, or obtains the labor or service of another, is guilty of theft.
- **Gambling.** Unauthorized gambling on District Property or at any District function.
- **Harassment.** Harassment is unwelcome conduct, including verbal, physical, visual, or written, based on a person's Protected Status or the perception that a person has one or more of these Protected Status.
- **Hateful Behavior.** Hateful behavior aimed at a specific person or group of people.
- **Hazing.** Participation in hazing or any method of initiation or pre-initiation into a campus organization or other activity engaged in by the organization or members of the organization at any time that causes, or is likely to cause, physical injury or personal degradation or disgrace which can inflict psychological or emotional harm to any Student or other person.

- **Inappropriate Usage of Social Media.** Using social media to harass, intimidate, or threaten other individuals. Usage of social media that will have indirect or direct impact on an individual or interference with the educational process.
- **Infliction of Mental Harm.** (a) Inflicting mental harm upon any member of the District Community; (b) taking any action for the purpose of inflicting mental harm upon any Member of the District Community; (c) taking any reckless, but not accidental action, from which mental harm to member of the District Community could result; (d) causing a member of the District Community to believe that the Student or their agent may cause mental harm to that person or any member of the person's family or any other member of the District Community; (e) any act which purposefully demeans, degrades, or disgraces any person.
- **Misrepresentation.** A false statement or representation based upon the intentional disregard of false or possibly false information, or knowingly entering into a transaction based upon false information, or misrepresenting oneself to be an agent, employee, or representative of the District or its colleges.
- **Misuse of Identification.** Transferring, lending, borrowing, altering or unauthorized creation of identification.
- **Possession of Stolen Property.** Possession of District Property, or the property of any other person, when the Student knows, or reasonably should know, that the property was stolen.
- **Possession of Weapons.** Unauthorized possession, use, storage, or manufacture of explosives, dangerous chemicals, firebombs, firearms, or other destructive devices or Weapons
- **Public Intoxication.** Public intoxication or being under the influence of alcoholic beverages, any illegal narcotics, or any substance that causes impairment on District/College Property or at any District/College function.
- **Sexual Harassment.** Harassment is unwelcome conduct of a sexual nature, including verbal, physical, visual, or written. Sexual Harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other conduct of a sexual nature where: a) Submission to the conduct is made a term or condition of a person's employment, academic status, or progress; b) Submission to, or rejection of, the conduct is used as a basis for any decision affecting the individual regarding employment, academic decisions, benefits, and services, honors, programs, or activities available at or through the District/College; or c) The conduct has the purpose or effect of having a negative impact upon the individual's academic and business performance, or of creating an intimidating, hostile, or offensive environment.
- **Sexual Misconduct.** All sexual activity must be based on Affirmative Consent. Engaging in any sexual activity without first obtaining Affirmative Consent to the specific sexual activity is Sexual Misconduct, whether or not the conduct violates civil or criminal law.
- **Serious Injury or Death.** Any intentional or reckless action or conduct which results in serious injury or death to a member of the District Community or their family.
- **Smoking.** Smoking in an area where smoking has been prohibited by law or regulation of the District.
- **Stalking.** Stalking is engaging in a repeated course of conduct directed at a specific person that would cause a reasonable person to fear for their or others' safety or to suffer substantial emotional distress.
- **Theft or Abuse of District's Computers or Electronic Resources.** Theft or abuse of District computers and other District electronic resources such as computer and electronic communications facilities, systems, and services. Abuses include, but are not limited to, unauthorized entry, use, transfer, or tampering with the communications of others, and interference with the work of others, and with the operation of computer and electronic communications facilities, systems, and services. Theft or attempted theft of any kind, including seizing, receiving, or concealing property with knowledge that it has been stolen, is prohibited.
- **Theft or Conversion of Property.** Theft or conversion of District Property or services, or the property of any person or business on District Property or at a District function, or possession of any property when the Student had knowledge or reasonably should have had knowledge that it was stolen.
- **Trespass and Unauthorized Possession.** Unauthorized or forcible trespass on, entry to, possession of, receipt of, or use of any District services, grounds, equipment, resources, properties, structures, vehicles, boats, water craft or facility, including the unauthorized use of District's name, insignia, or seal without permission or authorization.

- [Unauthorized Electronic/Digital Recording](#). Electronic/digital recording by any person on District Property without that person's knowledge or consent.
- [Unauthorized Use of District Keys](#). Unauthorized use, distribution, duplication or possession of any keys issued for any building, laboratory, facility, room, or other District Property.
- [Unauthorized Use of Property or Services](#). Unauthorized use of property or services or unauthorized possession of District Property or the property of any other person or business.
- [Unreasonable Demands](#). Placing repeated, hostile, or unreasonable demands on District Officials.
- [Unwelcome Conduct](#). Conduct of a sexual, gender-based, or harassing nature, which is considered unwelcome if a person did not request or invite it, and considered the conduct to be unwelcome, undesirable, or offensive.
- [Violation of Driving Regulations](#). Driving unsafely on District property or while taking part in any District function, or repeated violation of District parking regulations.
- [Violation of Health & Safety Regulations](#). Violation of any health, safety or related regulations, rule or ordinance on District property or at any District function.
- [Violation of Law](#). Violation of any federal, state or local law on District property, at a District function, or involving a member of the District Community.
- [Violation of Posted District Rules](#). Violation of any rule or regulation posted on District Property by the District or the College, or printed in any District publication. Failure to comply with additional rules of residential life and engagement specific to on-campus student housing, if living in an on-campus student housing facility.

[Drug Free Environment and Drug and Alcohol Abuse Prevention Program \(BP/AP 3550\)](#)

The Drug-Free Schools and Communities Act of 1989 (DFSCA) requires that all colleges in the District adopt and implement a drug and alcohol abuse prevention program (DAAPP) to prevent the unlawful possession, use, or distribution of alcohol and illicit drugs by all students and employees on District or College property or as part of any of its activities. The District has adopted BP 3550 Drug Free Environment and Drug and Alcohol Abuse Prevention Program to meet the minimum requirements of DFSCA for all colleges in the District.

[Sexual Misconduct \(BP/AP 5910\)](#)

The Chancellor shall establish procedures for reporting, investigating and resolving complaints about sexual misconduct as well as the imposition of discipline on students in accordance with the requirements for due process set forth in federal and state law and regulations.

The procedures shall define what constitutes sexual misconduct that is subject to discipline, per BP/AP 5500 Student Code of Conduct, and shall also define the procedures for investigating reports of sexual misconduct.

[Weapons Prohibited on District Property \(BP/AP 3530\)](#)

Firearms, knives, explosives or other dangerous objects, including, but not limited to any facsimile of a firearm, knife, or explosive, are prohibited on District property, at the colleges, or any college satellite location...

Bringing or possessing any firearm upon District property, unless the person is a duly appointed peace officer engaged in the performance of his/her duties, is prohibited.

[Alcoholic Beverages \(BP/AP 3560\)](#)

The possession, sale, or furnishing of alcohol on campus is governed by California state law and these procedures. The possession, sale, consumption or furnishing of alcohol is controlled by the California Department of Alcohol and Beverage Control.

However, the enforcement of alcohol laws on college premises is the primary responsibility of the college Campus Public Safety Department. Each college within the District has been designated “Drug free,” and only under certain circumstances is the consumption of alcohol permitted.

It is unlawful to sell, furnish or provide alcohol to a person under the age of 21. The possession of alcohol by anyone under 21 years of age in a public place or a place open to the public is illegal. It is also a violation of this policy for anyone to consume or possess alcohol in any public or private area of campus without prior District approval.

Organizations or groups violating alcohol or substance policies or laws may be subject to sanctions by the District.

Computer and Network Usage ([BP/AP 3720](#))

The District owns, leases, and/or operates a variety of computer and communication systems, including but not limited to, voicemail, electronic mail (e-mail), telephone, and access to the internet, which are provided for the use of District faculty, administrators, staff, and students in support of the programs of the colleges and District. Hereinafter, this system and all of its component parts shall be referred to as the “District Network.” This network establishes a communications platform that often substitutes for in-person meetings regarding District business.

Employees and students who use the District Network and the information that it contains, and related resources, have a responsibility not to abuse those resources and to respect the rights of others. The Chancellor shall establish a Procedure that provides guidelines to students and staff for the appropriate use of the District Network and information technologies. The Procedure shall include provisions that users must respect software copyrights and licenses, respect the integrity of computer-based information resources, refrain from seeking to gain unauthorized access, and respect the rights of other computer users.

Students who do not observe the requirements of this Policy may be in violation of the Student Code of Conduct and subject to student discipline...

The Chancellor or designee will enforce applicable federal and state laws, Board Policies and Administrative Procedures, including not only those laws and regulations that are specific to computers and networks but also those that apply generally to personal conduct. Violations of this Procedure will be dealt with in the same manner as violations of other Board Policies or Administrative Procedures or standards of behavior and may result in disciplinary action, subject to applicable due process requirements. Such violations may be subject to appropriate personnel action and/or criminal investigation.

Students who do not observe the requirements of this Procedure may be in violation of the Student Code of Conduct and subject to student discipline.

Smoking and Tobacco Use ([BP/AP 3570](#))

Smoking and tobacco use are prohibited on all Orange Coast College property, including in all buildings, student housing, exterior open spaces, parking lots, on campus sidewalks, stadiums, recreational spaces, and practice facilities. Smoking and tobacco use are prohibited in all District-owned or leased vehicles.

Safety & Emergency Protocol

COVID-19 Safety

Orange Coast College and The Harbour places the highest importance on the safety and well-being of residents, staff and all members of the Coast community. Harbour residents are expected to take all precautions to reduce the spread of and exposure to Covid-19. Residents are expected to adhere to the following:

1. **Wear a face mask** that covers your nose and mouth anytime you leave your private residence. This includes common space within hallways, laundry rooms, social and study lounges, courtyards and social decks. Additionally, masks are required at all times while on the OCC campus including outdoor quads and parking lots.
2. **Practice social distancing** and stay at least 6 feet apart from others, when possible. Social distancing will be enforced in The Harbour and outdoor spaces on the OCC campus.
3. **Wash your hands** often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing. If soap and water are not readily available, use a hand sanitizer that contains at least 60% alcohol.

Residents experiencing symptoms of Covid-19 (Fever or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea) or exposed to Covid-19, should contact a Harbour RA or Management staff member immediately to report symptoms or exposure. The Harbour management and Orange Coast College will follow up with additional questions to determine actions for health referral, reporting, isolation/quarantine measures and ongoing student support.

Per the Coast District [Board Policy 5210 Communicable Disease](#), the District deals with communicable diseases according to the guidance of the United States Centers for Disease Control (CDC) and the Orange County Health Care Agency. It is the responsibility of all students to comply with the following:

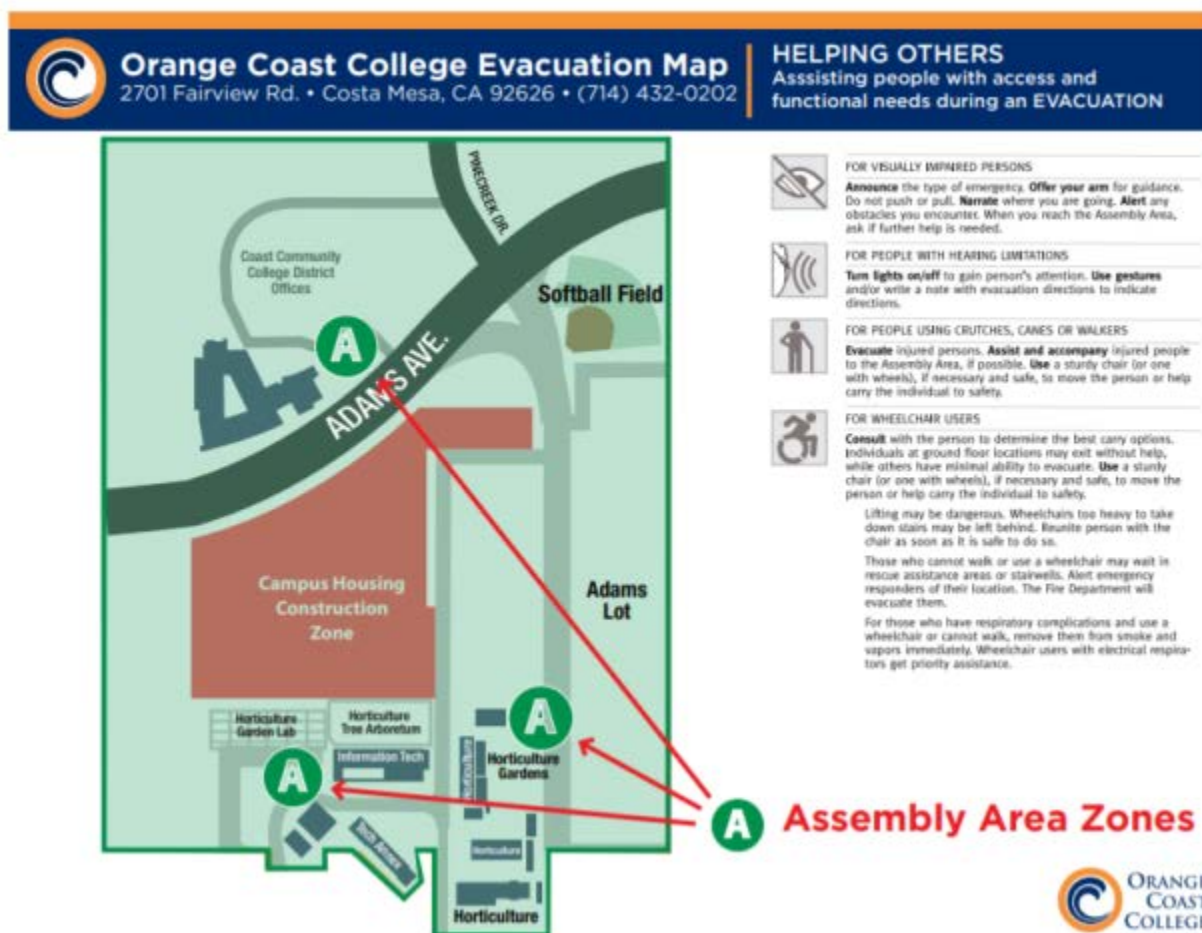
1. Medical Diagnosis - The Student Health Center staff may request the student suspected of having a communicable disease to obtain a diagnosis and, when appropriate, will facilitate diagnosis with a referral to the Orange County Health Care Agency.
2. Contact with Health Department, the Student Health Center staff shall comply with regulations of the Orange County Health Care Agency and the CDC.
3. Exclusion and Return to District Programs - In compliance with Orange County Health Care Agency and CDC standards, and Education Code regulations, a student with a communicable disease may be excluded from District programs. A medical release may be required for return to District colleges.

The OCC Student Health Center has a [Covid-19 Info & Resources Page](#) that includes important precautions, local health clinics and hospitals, as well as testing locations should you need to seek care locally. Student are encouraged to contact their primary care provider or contact the [OCC Student Health Center](#) for an assessment and referral to medical care.

Emergency Evacuation

There are numerous emergency situations that could cause a single building, all buildings or even a whole campus evacuation. When an alarm sounds in a building or if an order from The Harbour staff or OCC Campus Safety is received to evacuate part of or all of the campus, then it is understood that a situation exists of sufficient urgency to warrant immediate action by the residential community. While the circumstances requiring an evacuation may be varied, the process of evacuation is relatively standard. The main emphasis is on a safe, orderly, timely and complete egress of all building occupants to a pre-designated evacuation area.

In the event of a campus emergency that requires an evacuation from The Harbour, all residents and their guests should meet at Assembly Area Zone A, either in the OCC Adams Lot north of the Horticulture Gardens or south of The Harbour in the OCC parking lot west of Information Technology.



Preparation is key:

- Know the closest Assembly Area Zone for evacuation from your room or common spaces.
- Determine in advance the nearest exit from your location and the best way to get there.
- Determine in advance at least one alternate route and alternate exit location in the event your primary path is blocked.

When you receive an evacuation order:

- If time and conditions permit, secure your bedroom/apartment and take your important personal items such as car keys, purse, medication, glasses, cell phone, flashlight, wallet, etc.
- Check doors for the heat of a fire before opening. Do not open the door if it's hot.
- Walk. Do not run. Don't push or crowd.
- Keep noise to a minimum so you can hear emergency instructions.
- Use handrails in stairwells; stay to the right.
- Assist people with disabilities.
- Move to your assembly point unless otherwise instructed.
- Watch for falling objects and other debris.
- Keep roadways and walkways clear for emergency vehicles.
- DO NOT return to the building for any reason unless you are notified by authorities that it is safe to do so.
- Follow the directions of The Harbour Staff, Campus Safety and First Responder personnel.

General Safety & Security

We want to strive to maintain safe environments for all residents at The Harbour. We encourage you to be aware of your surroundings and actively take responsibility in safety precautions as a resident. For the safety and security of our community, please do not prop exterior entrances or interior doors within the community. We also ask that you make sure the building is secure once you enter and do not allow others to enter the building.

Community courtesy patrols are provided at select times and campus safety escorts are available 24/7. Resident Advisors, Residential Education Coordinators and management staff are also accessible and can be reached by a 24-hour phone number.

If you have a concern for your safety at any time while in the residential community, please contact The Harbour RA On-Call at (773)505-6918. To request a safety escort from a location on-campus to The Harbour from a campus safety officer please contact OCC Campus Public Safety at (714) 432-5555.

Contacting Management or Resident Advisor

The Harbour staff is available to address resident concerns and promptly respond to issues of student safety. During standard business hours, you can reach The Harbour office to speak with staff or management at (714) 643-5100. After business hours and throughout the weekend, Resident Advisor and Residence Education Coordinators who reside at The Harbour are on-call to respond to concerns of student safety. To report a concern to the on-call Resident Advisor, please call (773)505-6918.

Incident Reporting

If The Harbour Management or Resident Advisor responds to an incident or student of concern, they will document the situation and submit a Housing Incident Report Form. Whether a resident or their guest is directly involved or is considered a witness, please truthfully disclose your identity and comply with the requests of responding staff members.

Missing Student Protocol

If a campus resident is reported missing to The Harbour staff or Campus Public Safety, the Harbour staff may complete a safety wellness check in the resident unit when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, or health. Costa Mesa Police Department will also be contacted and may respond to the community for additional information or to speak with roommates

or acquaintances. Harbour staff, CPS or CMPD may attempt to contact the resident's confidential contact or emergency contact on file with The Harbour or College.

Residential Confidential Contact

Submit your Confidential Contact here: <http://bit.ly/OCCconfidential>. In addition to registering a general emergency contact, students residing in on-campus housing can identify a confidential contact who would be notified in the event that the student is determined to be missing by local law enforcement or the Department of Campus Safety.

A student's confidential contact information will be accessible only by authorized campus officials and law enforcement in the course of the investigation. If a student has identified such an individual, the respective college official (s) will notify that individual no later than 24 hours after the student is determined to be missing.

If the missing residential student is under the age of 18 years and is not an emancipated individual, the respective college official (s) will notify the student's parent or legal guardian/custodian in writing or verbally no later than 24 hours after the student is determined to be missing. Unless the local law enforcement agency is the agency that made the determination that the student is missing, the local law enforcement agency also will be notified no later than 24 hours after the student is determined to be missing.

Residential Processes

Bicycle Storage

The Harbour provides storage for residents' bicycles and other two-wheeled vehicles without combustion engines, on a first-come, first-served basis. Other motorized vehicles may not be stored at or left on the grounds of the community. Bicycle storage is provided as a convenience; the community owner and management have no responsibility for loss or damage to bicycles or other belongings left in storage. Management may restrict any resident's use of this storage facility at any time.

Health & Wellness

Immunization Requirements

All newly admitted incoming Housing students are recommended to provide documentation of vaccination or immunity to certain infectious diseases (Measles, Mumps, Rubella (MMR), Varicella, Pertussis and Meningitis) as recommended for colleges and universities by the California Department of Public Health (CDPH).

In addition, newly admitted Housing students are recommended to be screened for Tuberculosis risk by completing the TB Risk Assessment form on the Student Health Portal. Students found to be at high risk for Tuberculosis are recommended to provide documentation that they have a negative TB test completed within six months of entry into housing at OCC.

OCC Immunization Requirements & Deadline

Fall 2020 Residents are requested to complete Immunization Requirements and Screening by **October 1, 2020**. [Download PDF Version of Immunization Recommendations](#) to learn what is recommended to live on campus. Incoming residents who arrive in the Spring 2021 semester have until March 1, 2021 to submit documents and complete screening.

All incoming OCC Housing students are strongly recommended to (1) Obtain the Vaccines Listed Below, (2) Undergo Tuberculosis Risk Screening, and (3) Upload Your Records to the Student Health Portal.

<i>Required Vaccination</i>	<i>Proof of Immunization</i>
Measles, Mumps and Rubella (MMR)	2 doses; first dose on or after age one - OR - Titer (blood test) showing immunity.
Varicella (Chickenpox) History of Chickenpox does not satisfy the requirement.	2 doses; first dose on or after age one - OR - Titer (blood test) showing immunity.
Tetanus, Diphtheria and Pertussis (Tdap) Td does not satisfy the requirement.	1 dose on or after age 10
Meningococcal Serogroups ACWY (Menactra and Menveo) For students age 21 years and younger only.	1 dose on or after age 16 for all students that are under 22 years of age. Students 22 or older may leave blank.
Tuberculosis (TB) Screening	All Housing students are requested to complete the TB Risk Assessment on the Student Health Portal. Students who have any "yes" answers on the questionnaire are at higher risk for TB infection and are recommended to submit documentation of either skin or blood testing for TB, done within 6 months of entry into OCC Housing. Those with a previous positive TB test are recommended to submit documentation of a chest x-ray done within 6 months of entry into OCC Housing.

How To Comply With The OCC Housing Immunization Recommendations:

1. Be prepared! Gather all of the info you'll need to complete your recommendations online.
2. Sign in to the [Student Health Portal](#).
3. Once you are logged in, from the Home Page, click on My Forms, and complete the "OCC Housing Immunization Recommendation" form and "OCC Tuberculosis (TB) Risk Assessment" form.
4. Enter all of the requested dates and immunization information.
5. Upload images or PDF files of your immunization records, laboratory tests, and/or chest Xray by clicking on "Select File" at the bottom of the forms.
6. You can check your compliance status from the Home Page on the Student Health Portal.

Additional information about the OCC Housing Immunization recommendations, process and timeline is available on the [Student Health Center webpage](#).

Student Health Fee

All students are required to pay the state-mandated health fee, except students who are members of a religious group relying solely on prayer for healing (requires pastoral documentation), students enrolled in courses of less than 2 weeks duration, and students enrolled in apprenticeships only. The health fee is \$21 per semester and \$19 per summer session. The January intersession is included in the Spring semester for purposes of health fee payment. Consultations with the Health Center Registered Nurses,

Nurse Practitioners, Physicians, and Mental Health Therapists are at no cost to students. Medications, laboratory services, and physical exams are available at discounted rates for OCC students.

Medical Insurance

Medical Insurance is not required to live at The Harbour. However, it is strongly encouraged. At minimum, as an OCC student we expect that all residents pay the OCC Student Health Fee in order to receive medical and mental health services from the on-campus Student Health Center. If you are not currently insured, we strongly recommend that you review and consider the medical insurance resources made available by the OCC Student Health Center:

http://www.orangecoastcollege.edu/student_services/student_health/Pages/student-health-insurance-info.aspx.

Needle Disposal

It is against the law in the state of California to dispose of sharps in the household trash. Sharps must be placed in a sealed, rigid container. Costa Mesa Sanitary District (290 Paularino Ave Costa Mesa, CA 92626 | Phone: 949-645-8400) is a local municipality that provides free sharps containers and accepts disposals from local residents.

Housing Accommodations

The Harbour operates and acts in accordance with the Fair Housing Act under the Department of Housing and Urban Development. Residents seeking a housing accommodation should submit a request and supporting documentation to The Harbour Management at live@theharbourocc.com.

Housing Accommodations and academic accommodation requests are separate, distinct processes. Students seeking an academic accommodation on campus beyond their on-campus housing should inquire with the [Disabled Student Programs & Services](#) (DSPS) Office. To learn more about the process to request academic accommodations at Orange Coast College, please visit [this link](#) for directions and forms.

Housing Agreement

The Housing Agreement is a legally-binding contract between The Harbour and the resident. The agreement includes the terms of your contract, including the start and end dates of your occupancy, unit type, housing rate and payment schedule, as well as policies for cancellation, community policies and reference to the college and district board policies and administrative procedures.

Renewal

The Housing Agreement does not automatically renew, and The Harbour is not obligated to renew it. Residents interested in staying at The Harbour for 2021-2022 must continue to meet eligibility to reside in on-campus housing and should work with Harbour Management to complete a new agreement for the next academic year.

Housing Re-Assignments

Change Request by Resident

Resident may request to change assignments to a different apartment. Such change requests by the Resident are only effective upon written approval by Owner in its discretion, subject to the following preconditions: (a) Resident must be in good standing under the Agreement; (b) Resident must prepay a \$100 assignment fee (refunded if the request is declined); (c) Resident and Owner must sign a written confirmation of the change in assignment, including Resident's agreement to pay the prevailing rate for the new assignment, pro-rated to the date scheduled for relocation; and (d) relocation must be completed

within 48 hours or charges will apply on both spaces. Roommate conflict will not be grounds for termination of the Agreement by Resident.

Administrative Moves

Owner reserves the right to relocate Resident to another equivalent bedroom space or apartment at the Property for any reason (*e.g.*, roommate conflict, urgent maintenance, student conduct, etc.) upon at least three days' notice. In such case, if the new Owner-assigned space carries a lower rate, Resident's charges will be pro-rated and reduced accordingly; if the new Owner-assigned space carries a higher rate, Resident will continue to pay the rate under this Agreement and will not be charged the higher rate. Failure to relocate within the time provided by Owner may result in charges applying for both spaces.

Inspections

In order to ensure the health and safety of all residents and the preservation of the premises, management and maintenance staff inspects all bedrooms and apartments approximately quarterly. If at any time management believes there are urgent health, fire, safety, maintenance or security issues located in the resident's apartment, management and maintenance staff may enter with or without notice, as permitted by applicable law. If a scheduled inspection is to be performed, the residents will be notified approximately one day prior to the inspection by notice placed at the front door of the apartment or otherwise delivered to one or more residents.

Gender Inclusive Housing

Apartment assignments are available for both same gender and gender inclusive living options. The Harbour will assign a resident to a mixed-gender or gender inclusive apartment only if selected on the resident's application or subsequent consent form.

Laundry Facilities

The community laundry facility is open 24 hours unless otherwise posted. Laundry payment cards are available from management during business hours; a small fee may be required to activate a card. Residents may not use more than two washing machines or dryers at one time. Please refrain from removing other users' laundry from machines. Prompt reporting of any inoperative machine is appreciated. The community owner and management are not responsible for any clothing or other items left in the laundry facility or lost or damaged in the laundry machines.

Lock Outs

If a resident is locked out of an apartment, management will unlock the door (upon resident presenting photo ID) during office hours at no charge for the first instance; additional or after-hours lockouts will be charged to the resident at \$25 per instance. For after-hours lockout assistance, please contact the RA On-Call at (773)505-6918.

Lost Key

Promptly report lost keyfob or key to The Harbour Management. Replacement of a key or keyfob that is lost or not returned to management at the time of move-out will be charged to the resident at \$50 per keyfob and \$35 per bedroom key or mailbox key. If a bedroom lock must be changed due to a lost key, the charge will be \$85.

Maintenance Request

Service calls will be performed during normal work hours as specified in the Housing Agreement, except in the case of a legitimate property emergency. All service calls must be reported to the management office by telephone, in person, by e-mail to live@theharbourocc.com or by submitting an online work order through the “Residents” link at theharbourocc.com. Manager’s maintenance technicians are not authorized to accept individual requests without the request being submitted as a normal work order through management. Service calls will generally be performed on a first come, first served basis with priority given to matters that may constitute a hazard or create significant discomfort for residents. Residents are expected to report maintenance or facility concerns promptly and may be held responsible for damage or utility charges for failure to report issues in an apartment.

Mail & Parcel Delivery

Resident mail and parcel pending pick-up is available on the first floor of The Harbour, Rooms 1102 (Parcel Pick-Up) and 1106 (Non-Parcel Mail). Residents will receive a mailbox key upon check-in at The Harbour. Residents will receive notice of parcel pending and should follow the directions provided in the notification for pick-up.

The Harbour is not responsible for mail delivery by the U.S. Postal Service or other delivery services. The Harbour may (without obligation) accept packages for residents, but is not responsible for loss or damage.

The mailing address for residents is as followed:

Resident Name
1369 Adams Avenue, Unit #XXXX
Costa Mesa, CA 92626

Meal Options

The apartments at The Harbour have full kitchens with standard appliances. There are no meal plans offered directly from The Harbour. However, there are multiple dining options available near campus in the local community.

Pirate’s Cove

OCC’s Office of Student Equity offers the Pirate’s Cove, an on-campus food pantry, for students who are experiencing food insecurity. [OCC's Pirates' Cove Pantry and Resources Hub](#) is available to assist students facing food insecurity and in need of other basic needs. Located in Journalism 108, this is a judgment-free zone that can be used by currently enrolled students needing assistance.

In light of Covid-19 this resource has been modified to a weekly food box distribution on Thursday mornings. Registration for the drive-thru food distribution can be found here:

https://occsssp.formstack.com/forms/pirates_cove_drive_thru_food_distribution_form.

Move-In

Move-in is scheduled for Friday, September 25, 2020. Please review the Resident Move-In Checklist to make sure you are prepared for fall move in. You will receive further instructions from The Harbour management team via email and for review in the Resident Portal.

Before Resident may access or occupy the premises, all required charges and installments due must be paid in full with cleared funds.

Check-in Inspections

Prior to Resident taking possession of the assigned bedroom space (and any re-assigned bedroom space), Resident will conduct an inspection of the assigned bedroom space and apartment and will note on the Check-In/Check-Out Inspection Report ("Inspection Report") any defects, damage or other conditions observed, if not already identified by Owner on such report; upon completion and approval by Owner, the Inspection Report will become part of this Agreement. Resident acknowledges that except as provided in the Inspection Report, each bedroom space and apartment are being delivered in "as-is" condition, and Resident's acceptance of the assigned bedroom space and apartment at the beginning of the Term constitutes Resident's acknowledgment that the bedroom space and apartment and all fixtures are in good repair and condition. Owner will not be responsible for any damages or consequences suffered by Resident as a result of Owner's inability to timely deliver possession of the apartment or assigned bedroom space to Resident on the anticipated Start Date; in such event, the rent payable will be abated until Owner renders possession and such delay will not extend or decrease the term or change the End Date.

Early Arrival

The Harbour will be unable to accommodate any early arrival accommodations for Fall 2020. Should we have vacancies to accommodate a mid-year move-in for early arrival for Spring 2021 please contact the Harbour to discuss arrangements and modified housing agreement. Charges may apply.

Late Arrival

Fall Move-In is scheduled for Friday, September 25, 2020. You will receive further information about the process for check-in and key distribution from The Harbour management via email and in your resident portal. If you are not able to arrive by your scheduled time or travel arrangements do not permit your arrival during business hours, please contact live@theharbourocc.com to coordinate in advance. If you experience an unexpected delay and cannot move-in during business hours, please coordinate with The Harbour office staff by calling (714)643-5100. For after-hours check-ins, please contact the Resident Advisor On-Call at (773)505-6918.

Move-Out

Resident will have access to the Property and the assigned bedroom space and apartment until 12:00pm Noon on the End Date listed in the resident's Housing Agreement. Upon termination or expiration of this Agreement for any reason, Resident will immediately vacate and relinquish the bedroom space and entire apartment, and all of Owner's fixtures, in a clean and sanitary condition, including removing all trash. Resident will return to Owner all keys issued to Resident by Owner. If all keys issued to Resident are not returned promptly to Owner, Resident will pay all costs associated with re-keying or reprogramming locks for the bedroom space and/or apartment, along with the cost of key replacement. If Resident fails to vacate the bedroom space and apartment by the end of the Term or upon earlier termination of the Agreement, Resident will pay agreed holdover charges equal to three (3) times the daily pro-rated housing charges during the Term (but not more than the amount provided by law), plus associated expenses, including attorneys' fees. In no event after termination or expiration of this Agreement will it be deemed to be renewed or extended.

Move-Out Inspections

Resident will conduct an inspection of the assigned bedroom space and apartment and will note on the Check-Out Inspection Report ("Inspection Report") any defects, damage or other conditions observed, if

not already identified by Owner on such report. At the time of move-out, resident is encouraged to inspect the bedroom space and apartment with Owner's representative (not earlier than two weeks prior to move-out) by making an appointment during business hours at least 48 hours in advance. Within three business days following Resident's move-out (or, as applicable, following the move-out of all residents of an apartment) at the termination of the Housing Agreement, or within a reasonable time if Resident moves out without notifying Owner, Owner will note the then-present condition of the assigned bedroom space and apartment, including all appliances and fixtures, and any damages incurred and/or extraordinary cleaning deemed necessary by Owner or extraordinary wear as determined by Owner. Resident will promptly pay all costs of restoring the bedroom space and apartment to the same condition upon move-in, less normal wear.

Late Departure

Resident will have access to the Property and the assigned bedroom space and apartment until 12:00pm Noon on the End Date listed in the resident's Housing Agreement, unless late departure is approved by Harbour Management in writing, at additional cost to the Resident. Students who may need to extend their stay due to extenuating circumstances may inquire with The Harbour Management in advance of their move-in date. Due to the need to turn and clean units in order to prepare for the next resident, late departure request may not be able to be accommodated.

Abandonment

If the assigned bedroom space or an apartment is abandoned or Resident's right to use them has been terminated, Harbour Management may, without notice, secure the bedroom space and/or apartment with new locks, store or dispose of any personal property left in the bedroom space or apartment by Resident or Resident's Guests, and re-assign the bedroom space and/or apartment to others for use. Any such abandoned property or personal possessions shall be stored and disposed of by The Harbour Management as provided by law. The Harbour Management will determine when a bedroom and/or apartment is abandoned, which may take into consideration any one of the following: the removal of personal property from the bedroom space other than in the usual course of continuing use, the failure to pay housing charges or other charges, and failure to respond to any notices, phone calls, or correspondence from The Harbour Management. Upon abandonment, The Harbour Management may recover damages including without limitation the worth at the time of award of the amount by which the unpaid rent for the balance of the Housing Agreement term, including after the time of award, exceeds the amount of such rental loss for the same period that the Resident proves could be reasonably avoided.

Moving Damages

Each resident is responsible for all damage caused on the premises, whether in connection with moving into or out of their apartment or bedroom, and whether intentionally caused or not. This liability extends not only to the apartment units, but also to any damage done to any external or exterior portions of the community.

Payments

Payment may be made by in United States funds by US-drawn personal check, money order or cashier's check, or in The Harbour's discretion by credit card, check card, electronic check, wire transfer or direct transfer, provided that The Harbour reserves the right to charge processing fees as appropriate for such payment methods. Cash will not be accepted.

We offer three convenient ways to pay account charges:

1. **Check or money order.** We process checks electronically by scanning and converting them into electronic transactions processed through the Automated Clearing House (ACH) network—the same system commonly used for direct-deposit payroll and by credit card banks. Our receipt of your check authorizes us to electronically debit the bank account on which the check was written. While this may appear in a different part of your bank statement, it otherwise works like a regular check and there is no fee for this service. Please make checks payable to “The Harbour at OCC.”
2. **Pay online by debit card, credit card or bank transfer.** Through the “residents” button on our website at <https://theharbourocc.com/> you can check your balance and pay online 24 hours a day, using a debit card, credit card or electronic transfer from your checking or savings account. The first time you use the online payment system, you will need to register using your name, email address and date of birth. Please allow one business day for registration processing. You can add multiple credit cards or bank accounts and choose whichever account you want to use each month. There are convenience fees for payments by credit or debit card, which will be shown on your total before you are asked to authorize it. Once you login, please click the scheduled charges tab under the payments section in order to view your upcoming balance and submit your payment. If you have any difficulty registering or using this system, please contact us.
3. **Automatic monthly payment by credit card or bank transfer.** This option available online through the “residents” login, makes an automatic payment each month from whatever account you choose – a great way to always pay on-time and not worry about late fees. You can cancel your authorization at any time. There are convenience fees for each payment made by a credit or debit card, which will be shown when you authorize your automatic monthly payment.

If any payment is returned unpaid, The Harbour may require the resident to make future payments by certified funds. Payment (including by mail) is deemed made only when actually received by The Harbour, subject to clearance of funds. Resident’s payment obligation is a promise by Resident which is independent from all of The Harbour’s promises, duties and obligations.

Late Installments

To cover added costs for late payment, each payment will be increased by \$30 as a late charge if not received by the close of business within two calendar days after the date due and will be increased by an additional \$5 per day thereafter until paid in full, with a maximum late charge of \$130 for any single unpaid installment. In the event any payment is past due, The Harbour management may take legal action for possession and payment. To cover added costs for processing of payments that are dishonored or returned due to insufficient funds, each such payment will be increased by \$25 for the first instance or \$35 for each subsequent instance as a returned payment charge and will not be considered paid until valid payment has been received.

Recreational Facilities & Community Spaces

The Harbour has provided community spaces, amenities and areas for the use of residents and guests. In order that these facilities be used for the benefit of everyone and be properly maintained, serviced and operated with safety, management will establish schedules and appropriate regulations for the use of each such facility. Management may add, remove, upgrade or modify any of the provided community facilities and amenities, without notice or compensation. All guests, as well as children of residents or guests, must be accompanied at all times by the responsible resident when using any communal facility or amenity. Appropriate attire and footwear are required at all times when using courtyards, laundry facilities, lounges and other facilities. No attendant or supervision is provided for any of the community

spaces. The Harbour and management do not sponsor athletic activities and all participants undertake these activities solely at their own risk of injury and without supervision or warranty from the community owner or management. In consideration of being permitted to use the community spaces and other amenities, each resident: assumes all risks in connection with the use of facilities and amenities, including use by the resident, guests, family, friends and roommates; release the community owner and management and their respective employees and agents from any liability for any injury, incident or damage which may occur in the use of community or recreational facilities and/or amenities, including risks both foreseeable and unforeseeable; and agree to hold harmless the community owner and management and their respective employees and agents from any claim by a resident, guest or legal representative arising out of the use of recreational facilities and/or amenities.

Resident Liability Insurance

During the full term of the Housing Agreement, Resident agrees to obtain and maintain at Resident's expense a policy of personal liability insurance (i.e., renter's liability insurance) from a licensed insurance carrier in the United States, with coverage of at least \$100,000 per occurrence. The liability insurance requirement and the existence or limits of any such insurance will not reduce or supersede Resident's obligations under this Housing Agreement. The Harbour will make available an opportunity for Resident to purchase renter's liability insurance (with or without optional personal property insurance) from a pre-approved third-party provider, for Resident's convenience. Resident is not obligated to purchase any insurance from such provider and may arrange its own personal liability insurance policy from any insurer of Resident's choosing meeting the requirements of this paragraph, in which case Resident agrees to provide written proof of the required personal liability insurance coverage, including causing The Harbour to be listed as named interested parties on such insurance coverage. The Harbour will provide instructions prior to move-in for submitting proof of insurance or purchasing a compliant insurance policy; Resident's failure to comply with these insurance requirements will be a breach by Resident with The Harbour reserving its remedies but will not give Resident any right of termination. If Resident fails to provide sufficient proof of personal liability insurance to The Harbour within two days after the Start Date, or if Resident's insurance is cancelled during the term of this Housing Agreement, then The Harbour may, at its option, purchase such coverage on Resident's behalf and in Resident's name, for a one-year period beginning on the date of purchase; in such case, Resident agrees to such insurance purchase and agrees to promptly reimburse The Harbour for the cost (approximately \$150) as additional Rent. The Harbour also strongly recommends that Resident maintain insurance covering Resident's personal property or belongings, which Resident may elect to purchase. Neither The Harbour nor any of its employees, representatives or agents assumes any liability, directly or indirectly, for loss or damage to the personal property of Resident or others by fire, theft or any other cause. Any personal property remaining in the bedroom space and/or apartment at the end of the Term or after earlier termination of this Agreement will be considered abandoned by Resident and may be disposed of by The Harbour at the risk and expense of Resident, with The Harbour maintaining a landlord's lien for unpaid rent as provided by law. The Harbour will not be liable or responsible for storage or disposition of the Resident's personal property.

Resident Parking

Residents who plan to have a car on-campus must register their vehicle with The Harbour. For the 2020-2021 academic year, resident parking is offered for the campus at no additional charge and is available on a first-come, first-served basis in The Harbour resident lot indicated with orange stall striping.

To register your vehicle with The Harbour, please submit your vehicle information via the Resident Portal and be sure to pick up your resident parking decal from The Harbour management office.

Resident Parking is located in The Harbour parking lot between The Harbour and Adams Avenue. Resident overflow parking is also available in the Northwest Adams Lot north of the Horticulture Gardens. Please take notice of the signs and labeled parking stalls and orange striping to confirm a resident parking space as these are the only locations that permit overnight resident parking on the campus. Your vehicle must display The Harbour resident parking decal in order to not be ticketed or removed from campus.

Due to Covid-19 and the current campus closure, residents will not be required to register their vehicle with Campus Public Safety during Fall 2020. Vehicle registration with the campus may resume for Spring 2021, residents will be advised at a later date.

Guest Parking

On-campus guest parking is available on a limited basis. Due to the current Covid-19 campus closure, guests are not required to purchase a daily or overnight campus parking permit from OCC. For Fall 2020, guests are permitted to park in The Harbour resident lot on-campus.

Standard campus parking enforcement for guests may resume normal operations beginning in January 2021. Further directions for daytime and overnight guest campus parking permits and locations will be provided at a later date.

Room Entry

The Harbour Management, employees and contractors may enter any apartment and bedroom space during business hours to perform routine maintenance, pest control, inspections, showings and other ordinary functions, provided that The Harbour Management will provide reasonable advance notice to residents of an apartment before such entry.

The Harbour Management reserves the right to enter an apartment and any bedroom space without prior notice (including a passkey and/or disarming the alarm or other means of entry if locks have been changed) for emergency maintenance or repair purposes, or when there is reasonable cause to believe that a situation exists that could cause danger to life, safety, health or property. Owner may confiscate any item deemed to cause a danger and is under no obligation to pay compensation for or to return such items.

Trash & Recycling

The Harbour has 2 trash rooms located on each floor for residents to dispose of waste and recycling. Residents must take all trash and recycling from the apartment to the trash room. Residents should not collect, store or dispose trash or recycling in any of the common spaces or hallways.

OCC Recycling Center is located just east of The Harbour is another option for residents who wish to directly make their own donations. The Recycling Center is traditionally open 9:00AM to 5:00 PM, seven days a week. However, due to Covid-19 the Recycling Center is closed at this time. To learn more about the accepted donations and California Redemption Value on eligible items, please review their [website](#).

Resources

OCC Catalogue

The [OCC 2020-2021 Catalogue](#) is a comprehensive resource for the college that includes important information for students. You can learn more about instructional programs and academic pathways, Student Services, campus policies and regulations, as well as a college directory for faculty, staff and administration.

Important Dates

Health & Immunization Screening Deadline

Health and Immunization Screenings are required for all residents. Deadlines to complete the online submission to the Student Health Center via the Student Health Portal are as followed depending on their move-in date:

<i>New Resident Term</i>	<i>Deadline</i>
Fall 2020	October 1, 2020
Spring 2021	March 1, 2021
Summer 2021	July 1, 2020

Move-In

Your official move-in date is listed on your Housing Agreement. Here are the dates for move in during the 2020-2021 academic year:

Fall 2020 Resident	September 25, 2020
Spring 2021 Resident	January 2, 2021

At this time, we do not have housing agreements available for a summer 2021 start date. Students who take over an agreement of a current as a designee should make reference to the housing agreement for first date of occupancy. For questions, please contact live@theharbourocc.com to inquire about summer availability or designee transitions.

Move-Out

The final day of occupancy for Harbour residents are listed on the housing agreement.

<i>Agreement Type</i>	<i>Move-Out Date</i>
Academic Housing Agreement	May 29, 2021
Annual Housing Agreement	August 6, 2021

Payment Installment Due Dates

Monthly installments are due on the 1st of each month beginning in September. The final payment under the Academic Housing Agreement is due May 1, 2021 and the final payment under the Annual Housing Agreement is due July 1, 2021.

Financial Planning

Financial Wellness

[OCC Financial Wellness Program](#)'s mission is to educate and empower students with financial knowledge and resources, so they can ultimately apply this knowledge to their lives, have financial security, and attain financial wellness. The program offers a Financial Wellness Wednesday workshop series that addresses topics such as budgeting, financial planning and responsible borrowing. Residents are

encouraged to attend workshops and use all available financial wellness resources available through this program.

Financial Aid

Do you have questions about your financial aid? OCC's Office of Financial Aid has designated financial aid specialist to work with housing students. For questions or concerns please contact:

Walt Minnick		Jenny Williams
Financial Aid Specialist	or	Financial Aid Specialist
Orange Coast College		Orange Coast College
wminnick@occ.cccd.edu		jwilliams329@occ.cccd.edu
(714)432-0202 x 26166		(714) 432-0202 ext. 26476

Sexual Misconduct

Sexual Misconduct comprises a broad range of unwelcome behaviors focused on sex and/or gender that may or may not be sexual in nature. Any intercourse or other intentional sexual touching or activity without the other person's consent is Sexual Assault. Sexual Misconduct encompasses Sexual Harassment, Sexual Assault, Sexual Exploitation, or Gender-based Harassment, which is a form of Harassment based on gender identity, gender expression, or non-conformity with gender stereotypes.

Sexual Misconduct may also encompass acts of a sexual nature, including acts of Sexual Stalking, Domestic Violence, and Dating Violence, intimidation, or for Retaliation following an incident where alleged Sexual Misconduct has occurred.

Sexual Misconduct can occur between strangers or acquaintances, or people who know each other well, including between people involved in an intimate or sexual relationship, can be committed by anyone regardless of gender identity, and can occur between people of the same or different sex or gender. Sexual Misconduct is a form of Sex Discrimination which violates Title VII of the Federal Civil Rights Act of 1964 as amended; Title IX of the Education Amendments of 1972; California state law; and the Coast Community College District Board policies.

If you have questions regarding the behaviors of sexual misconduct or if you would like to discuss your concern with an administrator, please contact the Associate Dean, Title IX & Student Relations at (714) 432-5930, Director of Mental Health Services (Confidential) at (714) 432-6858 or visit the OCC website for the College's complete policy on Sexual Misconduct at http://www.orangecoastcollege.edu/student_services/sexual-misconduct/Pages/Home%20Page.aspx.

Local Community Resources

- [Domestic Violence Assistance Programs](#)
- [Sexual Assault Victim Services/Rape Crisis](#) | 24-Hour Hotline: 714-957-2737 or 949-831-9110
- [Casa di la Familia](#) | 714-667-5220
- [Mariposa Women & Family Center](#) | 714-547-6494
- [Victim Referral Services](#) (Orange County Sherriff's Department)

National Hotlines

LGBTQ

- [LGBT National Hotline](#) | 888-843-4564

- [The Trevor Project](#) | 866-488-7386

Dating, Domestic, and Intimate Partner Violence

- [National Domestic Violence Hotline](#) | 800-799-SAFE (7233), 800-787-3224 (TTY)
- [Human Options](#) | 877-854-3594

Rape, Sexual Assault, Incest, and Abuse

- [National Sexual Assault Hotline](#) | 800-656-HOPE (4673)
- [1in6 National Helpline for Men](#)
- [National Center for Victims of Crime](#) | 202-467-8700, info@victimsofcrime.org

Suicide

- [National Suicide Prevention Lifeline](#) | 800-273-8255