

# IAIA

INSTITUTE of  
AMERICAN INDIAN ARTS



family housing handbook  
2019-2020

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## **IAIA FAMILY HOUSING HANDBOOK**

The Institute of American Indian Arts welcomes you to your new home. We hope that your time with us will be comfortable and enjoyable.

The information on the pages of this handbook is presented to outline details of the procedures currently in effect in family housing only. Policies that pertain to all students, whether on or off campus, are found in the IAIA Student Handbook. All students are responsible to know and abide by the policies, regulations, services, and procedures set forth in both of these handbooks. It is our purpose to provide affordable housing to students and their families in an atmosphere conducive to growth and learning. Your cooperation will help us to achieve these goals.

### **HOUSING STAFF AND OFFICES**

The Housing Staff is here to assist you. Please call upon us:

Housing Office Mailing Address:

CLE Residence Center

83 Avan Nu Po Road

Santa Fe, NM 87508

Housing Director ▶ JR (Leslie) Romero ▶ 505.424.2380

Residential Coordinator ▶ Vacant ▶ 505.428.5808

Area Coordinators CLE-Residence Center:

Peggy Lomay ▶ 505.428.5808

Georgio Fulgenzi ▶ 505.428.5802

Dane Koponen ▶ 505.428.5802

Shuttle Driver ▶ Alvin Sandoval ▶ Transportation Cell: 505.690.9934

### **FACILITIES AND CONFERENCE SERVICES STAFF**

Facilities Manager ▶ Peter Romero ▶ 505.424.2336 ▶ Cell: 505.629.5006

Conference Services Director ▶ Phil Cooney ▶ 505.424.2384

## **RESIDENTIAL STAFF**

### **HOUSING DIRECTOR**

The Housing Director's office is located in the CLE Residence Center. The Director supervises all residential staff, is responsible for the general welfare and discipline of all housing students and directs a comprehensive housing program for on/off campus students. Questions or concerns regarding on and off-campus student housing should be directed to the Housing Director. The Director will maintain a current list of economically feasible housing options that exist within the community, both on and off-campus.

### **RESIDENTIAL COORDINATOR**

Under the general direction of the Housing Director, the Residential Coordinator provides direct supervision to the Residence Assistants in the areas of training, programming, office procedures and scheduling; and he has authority to take necessary and appropriate action in dealing with students and situations which impact the general welfare of the residents. The Residential Coordinator is also responsible for coordination of Residence Center services during summer conferences.

### **AREA COORDINATORS**

The Area Coordinators are under the direct supervision of the Housing Director and have authority to take necessary and appropriate action in dealing with students and situations which affect the general welfare of the on-campus housing residents. They are responsible for maintaining a safe living environment, assisting resident students, and submitting housing and janitorial maintenance work orders.

### **RESIDENT ASSISTANTS**

Each CLE-Residence Center floor and the family housing complex is assigned 2-3 student Residence Assistants (RAs). These students are responsible for the students in their respective housing areas and report directly to the Residential Coordinator. They are responsible for the overall welfare of their residents. They report any damage to their immediate supervisors. Periodically they will call wing, floor, or area meetings to relay information from the Housing Director and housing staff. They are responsive to the residents' needs and are willing to help in every possible way. Feel free to seek their guidance and friendship. The Resident Assistants are qualified to meet their responsibilities and are trained to handle student housing issues and emergencies.

# RESIDENCY

## ELIGIBILITY AND PRIORITY

Priority assignment for Family Housing applies to applicants who meet the following qualifications:

At least one adult in the household is a full-time registered student who is part of the family unit; and Who is a parent of lawfully married spouse/domestic partner of a parent with at least 50% physical custody of his/her children, who are under the age of 18. Applicants will be required to provide proof of legal custody; or Have a documented disability that requires the use of a Family Housing unit.

Students must include “proof of family” when submitting their Family Housing Application. The following are “proof of family” required documents:

Applicants who are married must submit a copy of all applicable documents:

Marriage License.

Applicants who are domestic partners must submit a copy of any 3 of the following applicants documents:

A joint mortgage or lease.

Documents indicating the existence of a jointly owned bank account that has existed for a minimum of 12 consecutive months; A jointly filed Income Tax Return for the previous year to that in which housing requested; An insurance policy held by one partner that names the other as a beneficiary; A will on behalf of one partner that names the other as a beneficiary; Shared utility bills.

Applicants with children must submit a copy of all applicable documents:

Each child’s birth certificate and/or adoption papers (if you are claiming parenthood); Proof of custody (if you are claiming single parent status), tribal court documents may be considered; Doctor’s verification of pregnancy with due date (if claiming an expected child); Additional non-traditional documents may be allowed.

The maximum number of adults (individuals over the age of 18) in any one household in three (3), except in the case of Housing addressing Student Overflow. In the assignment process, applicants with children as defined in the priority assignment qualifications, the Housing Department’s satisfaction of Student Overflow, and students who are eligible for a Family Housing unit through an ADA accommodation are granted priority assignment over single students and other family applications.

Student Overflow is when the Residence Center is beyond capacity and Housing requires the use of available Family Housing unit to allow all students, who qualify, the ability to stay on-campus. Overflow Casitas are not an option for Freshmen students.

Persons who have been evicted from Family Housing or have previously breached an IAIA Family Housing Lease Agreement will be considered ineligible for future tenancy in Family

Housing. Students who meet priority assignment qualifications for Family Housing remain subject to the Two Strike Drug and Alcohol Policy.

Priority in housing assignments will be given to students who are in behavioral good standing. Behavioral good standing includes, but is not limited to, adherence to the Student Code of Conduct and all policies detailed in the student handbook.

Resident students enrolled during the regular academic year (fall and spring) are not required to enroll during summer session in order to continue occupying the unit providing they have otherwise maintained eligibility for Family Housing and make monthly rental payments as described below. However, students who wish to take initial occupancy during the summer months must register for the summer session concurrent with their occupancy.

The student is expected to notify the Housing Director or his/her designate about any irregularities in enrollment status, qualifying criteria, or other special circumstances which may affect eligibility for occupancy.

Graduating student must vacate their apartments within 30 days of the last day of classes. Students will only be allowed to remain beyond the 30 day deadline after making a written request of and receiving written approval from the Housing Director. They must give the required written thirty (30) day notice to vacate and follow check out procedures as outlined in the Lease Agreement. The "Family Housing Termination of Lease," found on the inside back cover of this handbook, may be submitted as a notice to vacate.

### **Campus Housing Background Check Policy**

All first time applications for campus housing will include a \$50 non-refundable background check fee for residential housing. For Family Housing applications see the Administrative Fee in the Family Housing Handbook. Applicants with felony convictions must have been released from incarceration for at least 1 year and have completed probation and/or parole 1 year prior to applying for housing. Applicants with juvenile convictions must have been released from state custody and/or probation for 1 year prior to applying for housing. In these cases, approval for housing requires a letter from the student explaining the circumstances of the conviction, the date of occurrence, letters of recommendation from Probation and/or Parole Officers as well as community members who can vouch for the student's character since release from custody, and a personal interview. Approval is provisional. IAIA reserves the right to deny housing to convicted felons and will consider each application on a case by case basis with special attention given to those convicted of sexual and violent crimes.

### **Satisfactory Academic Progress Requirement**

- During the academic year, continuing students must maintain Satisfactory Academic Progress (most recent IAIA semester GPA above 2.0, successful completion of 67% of attempted credits). Students must meet these requirements each semester to remain eligible for housing. Students falling below the Satisfactory Academic Progress requirement

will be placed on Institutional Probation for the following semester and their application will be provisional pending space availability. A second consecutive semester of non-satisfactory progress will result in ineligibility to reapply to Residence Life Halls OR eviction from Family Housing units.

- Students with families living in the Family Housing units who maintain Satisfactory Academic Progress are eligible to renew their application for the following academic year. They will remain in their assigned unit through the summer provided they are registered for the fall semester, current on their rent, and in good standing.
- Persons who have been evicted from Family Housing or have previously breached an IAIA Family Housing Lease Agreement will be considered ineligible for future tenancy in Family Housing. Students who meet priority assignment qualifications for Family Housing remain subject to the Two Strike Drug and Alcohol Policy.
- Students who have accumulated over 144 credit hours are not eligible to live in on-campus housing. One time exceptions to this policy may be made for students who are in their final semester towards graduation. Appeals may be considered on a case by case basis.

In addition, priority for housing assignments follows the criteria listed below, in order:

- Minor freshmen students under 21, single without dependents that are enrolled full-time (Dorm only)
- Returning students in good academic standing with a 2.0 GPA and no infractions from previous semester
- Date of completed application submission

## **RENTAL PAYMENT**

The student's account will be charged for the total amount of monthly rent for a five month period, from the first day of the month the semester begins to the last day of the month the semester ends. Monthly rent for June and July should be made to the Student Accounts Specialist in the Student Success Center. Check-ins or check-outs during any of these time periods will be pro-rated on a weekly basis.

## **CHECK IN PROCEDURE**

With the approval of the Housing Director, the resident may move into the assigned apartment on the date specified in the Application and Contract. Acceptance of the room key constitutes "occupancy" by the resident. The resident will be required to complete and sign the Check-in/Check-out Form and should carefully inspect the apartment. Repairs needed, damages, missing items, and the general condition of the apartment and patio area are to be recorded by the occupant and the Conference Services staff member before the form is signed. All furniture in the apartment at the time of check-in is to stay in the apartment, unless authorized and/or approved by the Facilities Department. The signed Inspection Sheet establishes acceptance of the apartment's condition as described on the

form and is used to assess damage when the student moves from the apartment.

### **Move-in day:**

Housing Staff member will meet with the family to complete lease paperwork.

Housing Staff will perform walk-through inspection with the student and explain the heating and cooling units and answer any questions regarding the casita. The Work Order system for maintenance and repairs will also be explained.

Student will be left in the casita to complete the Check-in/Check-out Form.

Student will return the Check-in/Check-out Form to the Housing Office and will be given a copy of the signed lease agreement, the Family Housing Handbook and the casita keys for move in.

### **CHECK OUT PROCEDURE**

Family housing leases are for five (5), ten (10), or twelve (12) months, and they must be renewed at the end of each lease period. Leases for single students are only available on a semester basis. The student may terminate the lease by giving 30 days' written notice of termination to the Housing Office. Upon filing the notice, an appointment date and time for final check out will be scheduled with the student. On the date of check out, after students and/or family members have removed all possessions from the apartment and have cleaned the apartment, a staff member will inspect the room using the Check In/Check Out form completed at Check-in. The student's signature on the Check Out Form confirms the damages to be charged to the student. Students must turn in all keys. Students who do not check out with housing staff to assess the apartment for damages and turn in all keys will be charged a \$50 improper check out fee.

After the Check-Out form has been completed and students have returned keys to the housing staff, the student is no longer considered a resident of the facility. A student shall not be permitted in the family housing apartments, whether or not the keys have been properly surrendered, at the end of the term of the lease agreement.

### **LOADING AND UNLOADING**

In order to avoid damage to the grounds and walkways, driving over walks, courtyards, patios or grounds in general to load or unload at the apartment door is not permitted, except in cases of moving in or out or loading or unloading large pieces of furniture. Move-in carts are available in the family housing laundry area to assist in loading and unloading. All deliveries, loading and unloading must be made from the loading zone west of the laundry room. Please dispose of packing crates and boxes properly after the move has been completed. When moving furniture, please contact Security 505.577.1660 for permission to drive into the grounds to the casita.



## **LEASE AGREEMENT VIOLATIONS**

The student is responsible for becoming familiar with the terms of the family housing lease agreement as well as the policies and procedures set forth in this handbook and the IAIA Student Handbook. Violations of any portion of the lease agreement are subject to the sanctions provided in these documents.

## **USE OF APARTMENT**

### **ADDITIONAL APPLIANCES**

Normal small electrical appliances are approved for use in family housing. Large appliances are not permitted. Residents are not to install or operate washing machines, dryers, dishwashers, freezers, electric heaters, electric air-conditioners, hot tubs or other heavy-duty appliances. No electrical circuits, gas outlets, or faucet adapters may be added or installed.

### **ALTERATIONS**

Any alterations are strictly prohibited. Additional locks, fixtures, electrical wiring, decals or transfer pictures, drape rods, shades, blinds, awnings or window guards other than those installed by IAIA are not permitted. See related sections on Satellite Dishes. Additional shelving added by the residents should be freestanding and not attached to the walls. Clothes lines are not permitted on the patio or other areas.

### **ENVIRONMENTAL SURVEY**

Buildings at IAIA were built after 1998 and were in full compliance with construction industry regulations. No building materials containing lead or asbestos were used in the construction of any buildings on the IAIA main campus. In 2008, in accordance with the Environmental Assessment as required by Housing and Urban Development, an environmental study for asbestos and lead was conducted by IAIA, and no asbestos or lead was detected in the sampling of student housing buildings to be renovated for family housing.

### **FIRE EQUIPMENT**

In addition to the possible imposition of other sanctions, a mandatory \$150 fine will be imposed on any student who without appropriate reason tampers with any fire equipment (e.g., attempted removal, dismantling or deactivation of smoke detectors or batteries, covering smoke detectors, tampering with fire extinguishers or sprinkler heads, etc.) or propping fire exit doors open.

### **HEALTH AND SAFETY INSPECTIONS**

IAIA will maintain the CLE-Residence Center and family housing apartments in a reasonable state of repair and, for this purpose, will conduct regular inspections for health and safety

reasons as well as to enforce regulations developed for the common good, safety, and health of all the occupants of on-campus housing. These inspections will normally be announced 48 hours in advance and may be conducted without the student present. Cleanliness of the apartment is the responsibility of the student.

Under no circumstances may a student block a door to a room for health and safety inspections. Violation may result in breach of contract and appropriate discipline. Generally, failure to pass the Health and Safety inspections, which are cumulative, will result in: 1st violation - the room or apartment will be rechecked in 48 hours; 2nd violation - the resident(s) will be charged \$50; and 3rd violation will result in termination of the housing contract. Students who pass the health and safety inspections with no violations for six consecutive months will subsequently be inspected only once per semester.

### **PAINTING AND WALLPAPER**

Interior painting and hanging of wallpaper by residents is not permitted. If particular circumstances warrant painting by residents, permission should first be requested from the Facilities Rental Office. Unauthorized painting, alterations or additions to the apartment may result in charges or termination of the lease agreement.

### **PICTURES AND WALL DECORATIONS**

Residents must not use adhesive back hangers for hanging items on walls. Hooks, nails or screws are not to be used in woodwork or cabinets.

Signs, posters or pictures may be hung on walls with a small nail or tack or with the use of a hanger employing a clip and a small nail. Consult with the Housing Office for the exact type of hangers that are approved.

Safety devices such as smoke detectors and fire extinguishers must not be obstructed by fabric, drapes, decorations or pictures. Other devices such as vents, exits and windows must not be obstructed.

If small decals are placed on the windows, these decals must be removed when the student vacates the apartment.

### **PRIVATE ENTERPRISES-SOLICITING**

Students are not permitted to conduct any organized business for remunerative purposes from the apartments or to use the dwelling for any purpose other than as a home for the family.

### **WINDOWS**

Throwing objects from windows, removing screens, passing items through windows, and entering or exiting rooms via windows is prohibited and may result in the cost of screen or window repair, a \$25 fine, and/or other sanctions.

## **8 USE OF APARTMENT**

# **FAMILY EDUCATION RIGHTS AND PRIVACY ACT (FERPA) FOR ACADEMIC RECORDS**

In accordance with FERPA (P.L. 93-380), your college records are confidential. Your records consist of your educational admission application, high school and/or college transcripts, grades and any records maintained for you, and any notes, memos or letters about your scholastic progress.

## **PRIVACY POLICY: FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT (FERPA)**

In accordance with FERPA (P.L. 93-380) (<http://www.ed.gov/policy/gen/guid/fpco/ferpa/>), college records are confidential. These records consist of the student's admission application, high school and/or college transcripts, records of grades, and academic standing, and any notes, memos, or letters about the student's scholastic progress. Students have the right to: inspect and review their educational records; seek to have the records amended; and have some control over the disclosure of information from their records. The only people who have access to a student's file are:

- College faculty and staff who are conducting College business
- Federal, state, and local officials who by law must receive information from The College
- Any party designated by judicial order or subpoena, provided The College notifies the student.
- Anyone who has the student's written consent.

The Family Educational Rights and Privacy Act protects a student's right to privacy by limiting information which can be released to the public in what is referred to as Directory Information. Directory Information is that part of an education record of a student which would not generally be considered harmful or an invasion of privacy if disclosed. Directory Information can NEVER include: student identification number, race, social security number, ethnicity, nationality, or gender.

## **DIRECTORY INFORMATION**

Directory Information is information that can be released to the public without permission from the student. Students who do not want any directory information released must see the Registrar.

- Name
- Mobile telephone number, only for inclusion in the IAIA emergency notification system and not for any other purpose
- Campus email address
- Tribal affiliation (if applicable)

- Major
- Class level
- Terms of attendance
- Degree earned
- Date Degree earned
- Academic honors and awards
- Videotapes or photographs of students participating in IAIA activities

## **SERVICES**

### **UTILITIES**

The stated rent includes the cost for use of a reasonable amount of gas, electricity, hot and cold water, local phone, internet access and garbage pick-up. Therefore, utilities should be used efficiently and economically. Students are asked to conserve energy by turning off lights, radios, computers, televisions and other electrical appliances when leaving the apartment.

### **SATELLITE DISHES**

Although IAIA does not provide satellite or cable television service, residents are allowed to contract with local satellite services (Dish Network, Direct TV, etc.) for installation through a qualified licensed service provider of satellite services on the roofs of individual units. Please contact the housing office prior to installation of any television, radio antennae or satellite services for coordination of location and proper installation with the facilities department. IAIA prohibits students from permanently affixing television or radio antennae to the exterior of the apartment's structure. Failure to follow these guidelines is a violation of the lease agreement and the resident will be charged the cost for repair of damage and may be subject to termination of the lease agreement. Unauthorized use of any television or radio services is prohibited.

### **TELEPHONES**

Telephone outlets and local telephone service are provided in each apartment. Only desk type phones using existing outlets may be used. IAIA maintenance should be notified of any problems with the telephones or telephone outlets.

### **GARBAGE AND RECYCLING**

All students are expected to remove their garbage to the Waste Management dumpster on the west side of the complex. No other outside containers are to be used for garbage or trash, and garbage shall not be left on patios or outside the apartment door. Each apartment has a blue bin for collecting recyclables.

## **BULLETIN BOARDS**

To post flyers on the IAIA bulletin boards, bring no more than 20 copies of the flyer or poster to the Student Life offices for approval and date stamp. It is the responsibility of the initiator to adhere to the bulletin board policy on posting location, content and time guidelines. Failure to follow polices will result in removal of material.

Bulletin boards are located in the Student Union Building and the laundry room in the family housing complex. The boards are available to residents for posting notices of household items for sale, babysitting services, etc., and are intended for both individual notices and notices from the Institute. Notices will be removed as necessary by the Center for Student Life and housing staff.

## **LAUNDRY FACILITIES**

A laundry room is available for student use in the Student Union Building. Please help keep the laundry facilities clean and report any mechanical problems or necessary clean-up to the Housing Office and submit a facilities workorder at [workorder@iaia.edu](mailto:workorder@iaia.edu). Residents should rinse children's diapers before taking them to the laundry room. Please discard empty containers in the trash receptacles provided, and clean the dryer lint traps before each use.

## **MAIL**

On-campus mailboxes are available to each student as per the student enrollment policy. Student mailboxes are located in the family housing complex area near the laundry room. Mail will be distributed by housing staff Monday through Friday.

## **INSECT CONTROL**

IAIA Facilities Department provides for regular pest and insect control. Residents' cooperation in making their apartment available for compliance with this control measure will be necessary. Residents are also encouraged to keep their apartment free from rodents and insects by good housekeeping. Particular attention should be given to the floors and cupboards around the sink and water areas. Please report evidence of insect life or rodents to the Housing Office as soon as possible so the area can be treated.

## **PARKING**

All vehicles must be registered with the Center for Student Life and may only be parked in lots designated as Family Housing Parking. As parking space is limited, students should not park more than one (1) vehicle per single student or two (2) vehicles per family unit. Campers, trailers, inoperable cars, boats, etc. are not to be parked on IAIA grounds. Guests to family housing must provide the housing office with the license number of their vehicle upon arrival on campus. Parking within the Family Housing complex is not permitted except for loading and unloading large objects. Parking in fire lanes and handicap designated areas

for an extended amount of time will be towed at the owner's expense. The vehicle's owner will be responsible for all towing costs.

## **KEYS AND LOCKS**

Upon check-in, the student will be issued two (2) apartment keys and one (1) mailbox key. Replacement or additional keys may be obtained at the Housing Office with a receipt for payment from Student Accounts.

If keys are not turned in at check-out, a charge will be made for a lock change and for each key not returned.

Students are not permitted to change or add locks, including night chains, to their doors without approval of the Housing Office.

## **VENDING MACHINES**

Vending machines are located in the laundry room in the family housing complex and in both lounges of the Residence Center and are run by an independent business. Proceeds from these machines go to the Associated Student Government. IAIA is not liable to refund lost money. Students may contact the vending company at the phone number on the machine. Change is available in the Housing Office in the CLE Residence Center.

# **FAMILY HOUSING POLICIES AND REGULATIONS**

## **SERVICE & ASSISTANCE ANIMALS**

IAIA is committed to providing reasonable accommodations to person with disabilities and fulfilling our obligations under federal and state laws. This policy is to provide guidance regarding the use of Service and Assistance Animals by enrolled students with disabilities on the college campus and other teaching facilities. If teaching or work site is not controlled by the college (i.e. student activities or work at other institutions, internship placements at external organizations, etc.), the site may have other policies or procedures in place.

**Service Animal** is defined as a dog or miniature horse that has been individually trained to do work or perform tasks for the benefit of an individual with a disability. Other animals, whether domestic or wild, do not qualify as service animals. Service animals are working animals, and are allowed in any area of campus that the student or the public is allowed. The work or task a service animal has been trained to provide must be directly related to the person's disability. Animals whose mere presence provide comfort or emotional support do not qualify as service animals.

**Assistance Animals** (sometimes called "support animals") are not service animals even if prescribed by a physician or therapist. They are not trained to perform a specific disability-related task for the owner. They may be considered for access to campus housing, assistance animals are not permitted in other areas of the college, such as the Library, academic and administrative buildings, classrooms, studios, athletic facilities, food service/

dining area, and student support facilities such as the Student Success Center. A pet is not considered a Service Animal or an Assistance Animal and is not covered under this policy. Individuals are not permitted to keep pets on campus including in college housing, other than fish in a small aquarium.

IAIA provides appropriate adjustments to enrolled students with a documented disability, including commuter students and students living in campus housing. Student Life allows Service or Assistance Animals to live with students in their on-campus student housing upon approval by the Disability Support Services Program and in accordance with this policy.

The college may exclude a Service or Assistance Animal from its campus or other teaching or work sites if it'

- Poses a direct threat to the health and safety of others'
- Causes substantial physical damage to the property of others;
- Poses an undue financial or administrative burden, or
- Results in a fundamental alteration of the college's program(s).

For detailed information, contact the Disability Support Services Program in the Student Support Center.

## **Guidelines for Maintaining an Accommodation Animal on Campus**

### ***Animal Health and Well-Being***

1. Animals must be in good health. Any accommodation animal occupying Institute housing must have an annual clean bill of health from a licensed veterinarian.
2. The animal must be licensed in accordance with city/county regulations and, if appropriate, must wear a valid vaccination tag.
3. The animal must wear some type of easily recognized identification symbol.
4. The owner's residence may be inspected for fleas, ticks, or other pests once per semester or as needed. Facilities will schedule the inspection. If fleas, ticks or other pests are detected through inspection, the residence will be treated using approved fumigation methods by a university-approved pest control service. The owner will be billed for the expense of any pest treatment.

### ***Animal Behavior***

1. Owners are responsible for their animals at all times, including the behavior of the animal in private and public places. Use of the animal may not constitute a direct threat to the health and safety of others. Disruptive or aggressive behavior on the part of the animal may result in the owner being asked to remove the animal from the campus facilities.
2. The owner is responsible for any property damage caused by the animal.

3. Except when contained inside the residential area (room or apartment) the animal must be transported outside the private residential area in an animal carrier or controlled by leash or harness.

### ***Animal Clean Up***

1. The handler is responsible for cleaning up all liquid and solid dog waste unless the handler is physically unable to perform the cleanup.
2. The handler should have appropriate cleanup materials and disposal bags available at all times.
3. Used cleanup materials should be disposed of by tying securely in a plastic bag and depositing in an outdoor waste container.
4. When necessary, the handler must immediately contact Facilities so that further cleanup, disinfecting and deodorizing can be performed.
5. If the handler is physically unable to perform the necessary cleanup, it is his/her responsibility to have previously made satisfactory arrangements for a third party to perform all actions required by this paragraph.

### **PET SITTING POLICY**

In accordance with the campus's pet policy, "Pet Sitting" is not permitted. This policy applies to Assistance Animals as well.

### **GUESTS**

Students wishing to have overnight visitors must submit a written request for approval to the Housing Director at least 48 hours in advance of the stay. The visitors may stay for no longer than 2 weeks within a semester and a request must be submitted for each stay. Visitors must provide the housing office with guests' license plate numbers.

### **STATE LAW ON CARE OF CHILDREN**

Under state law, anyone who knows or reasonably suspects that a child is being abused or neglected must report that immediately to local law enforcement for investigation and follow-up action. A child is neglected if left without proper adult care and supervision necessary for the child's well-being. A "child" is a person under 18 years of age.

### **Supervision of Children**

It is the responsibility of parents to make arrangements for their child or children while on campus if they are unable to supervise them. Unsupervised children should be reported to the Dean of Students or Housing Director and the parent will be contacted. If neglect or educational neglect is suspected, a report will be made to the New Mexico Children, Youth and Families Department (CYFD). Parents will be responsible for any personal or property damage incurred by their children. Likewise, any policy violations committed by the children



will result in disciplinary action for the parent. Multiple violations of this policy may jeopardize the student's housing contract and may include further disciplinary actions.

## **QUIET HOURS**

Quiet hours for all students in housing are 9:00 p.m. through 9:00 a.m. Sunday through Thursday, and from 12 midnight through 9:00 a.m. Friday and Saturday. Students and children may be outside after quiet hours, but they must be supervised and are not to be playing basketball or on the playground equipment during these hours.

## **DEADLINE TO VACATE**

Students who are ineligible at the end of a semester to remain in family housing for the following semester due to disciplinary action, academic standing, or who have an outstanding student balance without an approved (by student accounts) and active payment plan in place must vacate their casita by last day of the month the semester ends.

## **DISTURBANCES**

As residents of Family Housing, students have an extended obligation to control and be accountable for the activities of their children and guests. Activities in apartments should not disturb or annoy neighbors. The operation of radios, music players, televisions sets, computers, or musical instruments must be controlled so as not to disturb other residents.

Disturbances of any kind that disrupt the community will not be tolerated and will be handled with disciplinary action. Domestic disturbances will be addressed on a case-by-case basis. Housing Staff will conduct an investigation and carry out relevant discipline as outlined in the IAIA Student Handbook relating to violence, alcohol and drug use, weapons or other related issues.

Family Housing residents are encouraged to work out their personal disputes with other families through discussion, counseling, mediation, or other resources available. Unresolved disturbances among residents will be handled with disciplinary action. Recurring disputes among the same students and/or their families may result in termination of the housing contract.

Reports of disturbances should be reported to the Family Housing Residence Assistants first. If the RAs are not available, students are asked to contact Security and the Area Coordinators in the CLE Residence Center who will then notify the appropriate staff.

In case of an emergency, contact 911.

## **EXTENDED ABSENCE-ABANDONMENT OF PROPERTY**

The student must notify the housing office in advance of any anticipated extended absence which will leave the apartment vacant for a period in excess of fourteen (14) days (excluding IAIA holidays). During the absence of the student and family from the housing unit, IAIA may

enter the unit at times reasonably necessary. If the student abandons the premises (is absent from the apartment more than fourteen days without prior notification), the lease agreement shall be terminated and IAIA shall be entitled to take immediate possession of the apartment housing unit and the personal property contents thereof and shall, in such cases, be responsible for the removal and disposal of the personal property contents at the owner's expense.

Prior to leaving for extended absences, students are asked to do the following:

- Remove all trash and food from the apartment;
- Clean refrigerator in the apartment;
- Unplug all small electrical appliances before leaving (e.g. stereo, clocks, TV, etc.).

## **TOWING**

Vehicles that are improperly parked, parked without proper identification, or are inoperable for longer than 15 days may be towed from family housing. The owner will be charged for the towing and storage costs.

## **CAR REPAIRS**

Auto repairs in the family housing parking lots are not permitted except for emergency situations.

## **STORAGE**

IAIA does not provide any additional storage for residents. There are commercial storage facilities in the Santa Fe community.

Cycles, outboard motors, gasoline and oil engines and/or explosives or other flammables shall not be stored in or near the apartments.

# **SAFETY AND SECURITY**

## **PERSONAL PROPERTY INSURANCE**

Students wishing to protect themselves from the possibility of theft, damage and other losses should cover their belongings with appropriate personal property insurance. Brochures on student insurance are available in the Housing Office. IAIA is not responsible for theft, loss or damage to any individual's personal property from any cause whatsoever.

## **ART SAFETY IN STUDENT HOUSING**

Because the use of a variety of art making substances and supplies may result in health hazards due to lack of adequate ventilation and contact with harmful substances and skin irritants, use of any potentially harmful substances is prohibited in the apartments. These substances include paint of any kind, sculpting, jewelry making and other art forms which emit toxic fumes, harmful dusts or particles, or require cleaning with hazardous solvents.

The studios in the Academic Building are available for student use regularly and are equipped with proper safety gear, appropriate ventilation and areas for responding to an accident.

It is recommended that students consult the Health and Safety in the Arts binder located in the housing office for information regarding hazards associated with all art media and necessary precautions for use.

## **POISONS, WEAPONS, EXPLOSIVES**

*The storage and use of carbon tetrachloride, kerosene, gasoline, naphtha, benzene, or other hazardous explosive and/or flammable materials in the apartments is strictly prohibited.*

IAIA believes that the presence of weapons on campus creates unacceptable risks of injury or death and creates a climate that undermines IAIA's purpose. Accordingly, it is the policy of IAIA that no student shall bring or possess a weapon on IAIA property nor bring or possess any weapon at any IAIA activity.

It is the responsibility of students to report any knowledge of weapons on campus. For purposes of this policy, "weapon" includes any firearm, knife exceeding one and one half inches in length carried on their person, fireworks, or other objects, even if manufactured for a non-violent purpose, that has a potentially violent use, or any "look alike" object that resembles an object that has a potentially violent use, if said object is used as a weapon or to threaten violence. Weapons will be immediately confiscated and may not be returned, and the Santa Fe County Sheriff's Department may be called.

The possession and use of kitchen knives or other utensils designed for the preparation or serving of food in the apartments is not prohibited, as long as their use does not threaten or cause violence against a person.

## **OPEN FLAME PRODUCTS AND INCENSE**

Open flame products (e.g. candles, oil lamps, jewelry torches and incense) are prohibited in family housing due to their potential fire danger and a fine of \$50 will be charged for violations. Smudging for ceremonial cleansing and purification is allowed if a non-flammable container is used and prior notification is made to housing staff that you will accept full responsibility in case of a fire. A fine of \$50 will be charged for violations.

## **FIRE EVACUATION**

There are smoke detectors and fire extinguishers in each apartment. The detectors will sound an alarm for only the apartment in which they are located.

1. Upon discovering fire in the apartment, evacuate the room, close the door to the room and contact Student Life staff immediately.
2. If the fire is small, you may wish to fight it with the fire extinguisher.

3. If the fire is large, very smoky, or rapidly spreading, evacuate the building immediately and call 911.

State the problem

State where in the apartment complex the fire exists

Do not hang up the phone until the operator tells you to do so.

4. Call Campus Security, 310.5864. Give your name and location of the fire.

5. Evacuate to the family housing parking lot behind the Security gatehouse, staying out of the way of emergency personnel.

6. Notify either public safety personnel or firefighters on the scene if you suspect someone is trapped inside the building.

It is suggested that your entire family (especially children) perform a practice drill of the evacuation procedure.

## **FIRE EXTINGUISHERS**

Fire extinguishers are located in each apartment and are inspected annually by order of the Fire Marshall. In addition, there is one extinguisher in the laundry room.

## **PLAYGROUND EQUIPMENT**

Parents may allow their children to play on the playground equipment provided in the housing area at their own risk. Children must be supervised at all times. Students must remain aware of their neighbor's need for privacy and should take this into consideration when using recreation equipment and permitting their children to play outdoors.

## **SECURITY**

Security is on duty 24 hours per day, seven days per week. Security staff enforces campus regulations, patrols IAIA campus facilities and is a liaison with the Santa Fe County Sheriff's Department.

Students are expected to aid and assist each other in the surveillance of not only each other's property and apartments through the reporting of any questionable access or attempts being made to gain access to an apartment by individuals, but also by reporting any individuals who appear to be abusing or misusing public property and equipment of the area. Such calls should be made to Security or the Housing Office.

## **RIGHT TO PRIVACY**

Institute personnel may enter a student's apartment without his/her consent when there is reasonable belief of the following:

- Illegal activities are taking place

- The physical well-being, health and/or safety of a person is in peril;
- An IAIA regulation or policy is being violated;
- Institute property is being damaged;
- Maintenance and/or repair are necessary.

The Institute reserves the right to search student property, including but not limited to backpacks, bags, closets, drawers, and desks upon reasonable belief that Institute policies and regulations are or will be violated.

In the case of suspected violations of the drug and alcohol policy, any failure to open locked or otherwise inaccessible personal belongings will result in a strike.

## **MAINTENANCE**

### **REPAIRS**

Repairs and maintenance of Family Housing units are performed by the IAIA Facilities Department. Workorder requests for maintenance and repairs such as heating, air conditioning, electricity, plumbing, furniture removal or lightbulb or smoke detector battery replacement, for example, can be completed online by students to [facilitiesworkorder@iaia.edu](mailto:facilitiesworkorder@iaia.edu). Students are asked to remember to include their apartment number and a thorough description of the maintenance issue to be addresses, clarifying which bedroom, sink, or drain as applicable. Please “cc” the Housing Director for follow up ([creed@iaia.edu](mailto:creed@iaia.edu)). For essential repairs required after regular business hours, contact the Family Housing Residence Assistant or Area Coordinator in the Housing Office.

### **ENTERING THE APARTMENT**

Facilities personnel will enter apartments during reasonable hours to make repairs, alterations, additions, and provide maintenance as may be necessary. They may also enter an apartment during emergencies.

Housing personnel may occasionally make maintenance and housekeeping inspections during normal working hours, whenever such inspections are deemed advisable. The observation of any housekeeping practice held to be detrimental to IAIA property, equipment or reasonable sanitation rules will be called to the attention of the residents, whereupon it is expected that corrective steps will be taken. The resident’s responsibility for housekeeping extends to the patio area outside the apartment.

### **HEATING AND AIR CONDITIONING**

The apartment’s heating and air condition cooling system will be maintained only by IAIA Facilities Department. Under no circumstances should you try to repair the unit.

# **TERMINATION**

## **TERMINATION OF OCCUPANCY BY THE INSTITUTE**

The Institute of American Indian Arts may terminate occupancy by giving advance notice in writing according to procedures listed in the Termination of Lease Agreement on page 6 of the Family Housing Lease Agreement. Reasons for termination by the Institute may include but are not limited to:

1. The student fails to pay rent or charges when due. Full procedures are outlined on page 5 of the Family Housing Lease Agreement.
2. The student fails to comply with the terms and conditions or regulations as stated in the lease agreement, the Family Housing Handbook, the Student Handbook, or other pertinent Institute regulations and policies. In this case, the student will not be eligible for a refund of prorated payments. If the rent is currently delinquent, the student will be billed for the entire month of the termination date as well as the late payment fee.
3. The student fails to remain eligible as outlined in the terms of student enrollment and/or marital/domestic partner status or if the student misrepresents facts required under the eligibility section of the lease agreement.
4. The Institute closes all or part of the family housing apartments.
5. The student is a single resident on a semester lease.

In these cases, the resident will be given not less than seven (7) days written notice.

## **TERMINATION OF OCCUPANCY BY THE STUDENTS**

A written thirty (30) day Notice of Termination of the Lease is required. This notice, stating the pertinent facts, must be given in writing or by using the form provided in this manual, to the Housing Office. Residents will be held responsible for rent for a thirty (30) day period from the date of the notification or from the date the housing office is aware of departure if notification is not given.

Students are required to thoroughly clean the apartment as per instructions issued when Notice of Termination is given and check out according to the procedures in the Family Housing Lease Agreement.

# ATTACHMENTS

## FAMILY HOUSING NOTICE OF TERMINATION OF THE LEASE

To: Facilities Rental Department

You are hereby given notice that \_\_\_\_\_  
(Resident(s)) intend(s) to terminate the tenancy and to move from the premises located at:

Institute of American Indian Arts

83 Avan Nu Po Road, Apartment # \_\_\_\_\_

Santa Fe, NM 87508

as of \_\_\_\_\_ (date).

The student's reason(s) for terminating the Lease Agreement is as follows: (optional)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Forwarding Address: \_\_\_\_\_

\_\_\_\_\_

New Phone Number: \_\_\_\_\_

I understand that I am required to make an appointment with the Housing Office for a final check-out on the date of termination stated above.

Resident Signature(s): \_\_\_\_\_

Date: \_\_\_\_\_

# IAIA

INSTITUTE of  
AMERICAN INDIAN ARTS

800.804.6422

83 Avan Nu Po Road

Santa Fe, NM 87508-1300

[www.iaia.edu/college](http://www.iaia.edu/college)