



SUNY Fredonia

2020-2021

Housing License Addendum

Students living on campus for the 2020-21 academic year are subject to the terms and conditions below and as amended in keeping with any new state, federal or local public health directives. Except as modified herein either explicitly or implicitly, all terms and conditions of the 2020- 2021 (“University Housing License”) remain in effect. In the event of a conflict between the 2020-21 University Housing License and the 2020-21 University Housing License Addendum, this addendum will control.

SUNY Fredonia has put in place measures to meet public health standards established by state and local public health officials, the State University of New York (SUNY) and the State of New York as a result of COVID-19. Students choosing to live on campus agree to comply with University and Residence Life policies and procedures established to support compliance with public health standards. Adherence to health and safety requirements applies to all residents and extends to all aspects of residential life, including, but not limited to, occupancy and use of bedrooms, bathrooms, common areas in living units, community kitchens, townhouses, lounges, computer rooms, courtyards and other common spaces. SUNY Fredonia will take reasonable measures to protect the safety of students and staff in the operation of the residence halls consistent with operating plans submitted to SUNY and the State of New York. Residence halls are nonetheless designed to facilitate and support student contact and interaction. By choosing to live on campus, students acknowledge and assume those risks that cannot be fully mitigated by reasonable measures.

Eligibility

- A. The University will screen all students and move in helpers for symptoms upon arrival to campus and prior to moving into the residence halls.
- B. Students who report symptoms consistent with possible COVID-19 infection will not be immediately permitted to move into the residence halls or townhouse. Any such student will be given the option to either return home or be housed in a designated campus isolation/quarantine hall as space permits.

- C. Students who have traveled to campus from states/countries/territories on the Governor's travel advisory list must quarantine on-campus in a designated campus isolation /quarantine hall for 14 days prior to participating in campus life.
- D. Residence hall and townhouse students may be required to be screened or tested throughout the academic year. To maintain eligibility for on-campus housing, residents must comply with any on-going COVID-19 screening/testing requirements as mandated by New York State, the State University of New York or SUNY Fredonia during their period of occupancy.

Move In

- A. Move-in will take place on a staggered schedule between Aug. 15 and Aug. 23. Students will be assigned a time/date for move in and must move in during their assigned time.

Occupancy

- A. Terms of occupancy are subject to change should future government directives so require. Residence Life reserves the right to relocate students to alternative housing as necessary to comply with public health directives due to COVID-19 or other public health emergency. Relocation does not constitute a termination of the University Housing License. Students who are returning for the spring 2021 semester may leave their belongings in their room. Students who are not returning for the spring semester must remove all belongings.
- B. The campus will be moving to remote learning beginning the week of November 23rd. Students who elect to check-out for the November Break will be prohibited from returning to on-campus housing for the remainder of the semester. Students who elect to stay home after the break will not receive a housing refund.
- C. Services on campus will remain open and students who remained on campus during the November break can remain on campus until the end of the fall 2020 semester.

Room Changes and Vacancies

- A. Residence Life's ability to accommodate room change requests will be very limited when requested for any reason not required by law.

Room Rate Adjustments

- A. After a resident has occupied residential facilities, no room-rate adjustment is available for the balance of the year if the resident continues to be enrolled in classes at SUNY Fredonia, except as otherwise provided in the Housing License.
- B. Upon reasonable notice, residents may be required to vacate the residence halls or townhouses on a temporary or permanent basis in accordance with state, county or University mandates and requirements. In the event that Residence Life terminates housing due to public health concerns, the University will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

- C. Students who elect to check-out of their residence hall or townhouse for the November break will not receive a housing rate adjustment and will not be eligible to return to the residence hall for the remainder of the semester.

Housing Accommodations

- A. Students with documented disabilities or serious medical conditions may request housing accommodations/exemptions via Disability Support Services for Students.

Safety and Security

To reduce the spread of COVID-19 and to protect the health and safety of the entire community the following will apply:

- A. At any time, the University may request or require a resident to leave housing when that resident's continued presence in campus housing poses a health or safety risk related to COVID-19. Residence hall and townhouse students are required to comply with requests from the University to move from their assigned space due to COVID-19 or other public health emergency.
- B. Residence Life may reassign students to a different room or building on or off campus as necessary to effectuate quarantine or isolation, or to otherwise follow public health guidelines and directives related to COVID-19.
- C. Students who are required by University or public health officials to isolate or self-quarantine must comply with all instructions and protocols related to isolation and quarantine.
- D. Residents agree to comply with current and future federal, state and local government executive orders and directives as well as SUNY and SUNY Fredonia requirements, as pertain to COVID-19.
- E. Residents shall comply with all the following obligations under the University's COVID-19 fall 2020 reopening plan.
 - a. Report COVID-19-like symptoms including fever (subjective of temperature 100° F or more), chills, headache, muscle pain, sore throat, cough or shortness of breath or difficulty breathing, new loss of taste or smell as well as other less-common symptoms including nausea, vomiting and/or diarrhea immediately to the Student Health Center (716-673-3131).
 - b. Students reporting these symptoms must isolate in their room until receiving medical guidance.
- F. In keeping with New York State and SUNY System requirements related to COVID-19, the following physical distancing expectations will be in place. These expectations are subject to change as guidance and requirements from the State of New York, Chautauqua County and SUNY system are modified.
 - a. Interactions with others MUST be limited and physical distancing requirements to remain at least 6 feet from others when outside of the student's room must ALWAYS be followed, except as specifically permitted otherwise by the University.

- b. Students may only enter the residence hall or townhouse where they reside and building access will be limited to the student's assigned building. Off-campus guests, including non-residential University students, are not permitted to enter the residence halls or townhouse as guests.
- c. Gatherings of more than 10 people in any common lounge space is prohibited.
- d. Suite rooms/Townhouse common spaces are limited to only those that reside in the assigned suite or townhouse.
- e. Students who enter a common lounge space/suite room/townhouse where others are present must maintain physical distancing requirements or leave the space.
- f. Residents must cover their noses and mouths with a mask or face covering when in public spaces in the residence halls including but not limited to hallways, kitchens, lounges, laundry rooms, and elevators.

Failure to Comply With Agreement

Students who fail to comply with the terms of this addendum including violation of physical distancing standards and quarantine/isolation requirements may be administratively removed from University housing. Such action will ordinarily be taken only after prior warning and repeated non-compliant behavior; however, the University reserves the right to remove a student on the basis of a single substantial and intentional violation of the COVID-19-related safety measures noted here and in other University official communications. Students administratively removed from housing **will not be considered in good standing** as pertains to eligibility for credits or refunds and will be financially liable for their housing for the entire academic year.

Hold Harmless

You agree to release the University, its agents and employees from any and all damages, liability, claims, expenses or loss (collectively, "Claims") resulting from or arising out of your use of space within University housing, including those related to the potential exposure to contagious viruses like COVID-19, and to indemnify and hold harmless the University, its agents and employees from any claims resulting from or arising out of your breach of the terms and conditions of your housing contract. You understand that, by residing on campus, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including COVID-19.

STUDENT understands that this document is written to be as broad and inclusive as legally permitted by and under New York State law. STUDENT agrees that if any portion is held invalid or unenforceable, STUDENT will continue to be bound by the remaining terms.

