

# IOWA STATE UNIVERSITY

## Department of Residence

### 2006-2007 Policy Handbook for FREDERIKSEN COURT

**PLEASE NOTE:** The following policies and procedures are valid for the 2006-2007 academic year.

#### I. POLICIES

##### A. Alcoholic Beverages and Controlled Substances

All state, federal, and local laws and university policies pertaining to alcohol and other drugs, including controlled substances, apply to residents and guests within all on-campus residence halls and Frederiksen Court and SUV apartment communities. Only residents and their guests who are 21 years of age or older may possess and consume alcoholic beverages in the privacy of their on-campus rooms/apartments.

Residents and their guests are responsible for providing verification of age upon request by a staff member. Any individuals who refuse to provide age verification will be assumed to be under the age of 21.

Students who are not 21 or older and who are found responsible for possession and/or consumption of alcoholic beverages, including behavior that is a result of alcohol consumption, will receive sanctions through the judicial system and will be referred to the Student Counseling Center or Substance Abuse Violence Prevention Office for alcohol assessment and/or screening. The student will be charged a fee for the assessment and/or screening.

Alcoholic beverages must be in their original, unopened containers when transported within the residence halls and apartment communities. Alcohol may be neither consumed nor possessed in opened containers anywhere outside a student room/apartment, including hallways, courtyards, public areas and other university grounds. In University Village, the fenced area in front of an apartment is considered to be part of the apartment. Containers of alcohol larger than one gallon are not permitted in the residence halls and apartment communities.

In consultation with the representative student governments, the president of Iowa State University has the authority to adopt special rules regarding use, possession, and consumption of alcohol during the annual VEISHEA celebration. The rules will be published in the *Iowa State Daily* and by other means before the celebration. Students and student organizations violating these rules are subject to disciplinary action.

##### B. Apartment Cleaning and Upkeep

Apartment residents are responsible for maintaining cleanliness, sanitary conditions, and safety conditions of their apartments, including appliances, kitchens, bathrooms, common living areas and private bathrooms. Information on how to clean is available in the Frederiksen Court Office. Residents may be charged a fee for areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs.

###### 1. Trash

You are responsible for removing trash from your apartment to the dumpsters provided outside of the building. Trash shall not be left inside an apartment or building or outside of dumpsters. Apartment trash may not be disposed of in a Community Center trash receptacle. Disposal of items that are too large to fit into provided dumpsters is the responsibility of the resident. Hot charcoals may not be placed in trash. A violation of the trash policy will result in judicial action.

##### C. Check-In, Check-Out, and Apartment Change Procedures

Failure to complete with any of the steps listed below constitutes a violation of department policy.

An improper check-in includes failure to obtain new keys, failure to complete required paperwork, moving possessions in to room/apartment without being officially assigned to the space and taking possession of keys not issued to you by a CA, RM, Hall Desk or Community Center.

An improper check-out includes failure to return keys, failure to complete required paperwork, leaving belongings in a vacated room/apartment and not cleaning the room/apartment prior to vacating. Failure to check out properly at any time is subject to a \$50 charge.

Occupying more than one room/apartment, except while in the process of moving is a violation of the check in/out process.

###### 1. Check-in

Check-in is done in the Frederiksen Court Office/Community Center. Each resident must complete the check-in paperwork and receives an apartment key, bedroom key and building access card (if needed). Residents are also given community information and an *Apartment and Bedroom Inventory and Condition Form*. When you move in to your apartment, you must complete and turn in an *Apartment and Bedroom Inventory and Condition Form* within 48 hours. This record will serve as an inventory of the contents

and condition of your apartment at the time of your check-in. It will also be used to record the contents and condition of your apartment at the time of your checkout. If you do not turn in the form within the 48-hour deadline, you may be held responsible for all damages at checkout. If space is available, you may be allowed to check in prior to the contract start date at the discretion of the department. Charges will apply for early check-in for residents.

## **2. Check-Out**

In order to properly move out of your apartment, you must contact the Frederiksen Court Office for assistance with checkout procedures. You must clean your apartment thoroughly as per the checkout and cleaning information available in the Frederiksen Court office or sent to residents at primary move out times. Upon leaving the apartment, your bedroom door must be closed and locked if you have a private bedroom. Your keys must be returned to the Frederiksen Court Office. You must also complete the check out paperwork including an U.S. Post Office Change of Address form. You will be charged the daily apartment rate until you have properly checked out. Failure to do any of the above constitutes an improper check-out and will result in a \$50 administrative charge. In addition, should damage be found upon inspection, you will be charged for all repairs necessary to return the apartment to the condition in which it was upon check-in. Also, any necessary cleaning will be billed to you at the current rates distributed by the Frederiksen Court Office.

## **3. Assignment Change**

To complete an assignment change, you must make arrangements for your new room/apartment via Step Inside, the online assignment change process available through Access Plus. If Step Inside is not available, check with the Frederiksen Court Office for more information. You must then follow the outlined steps for check-in and check-out as stated above. You will be allowed 72 hours to complete your assignment change. Failure to complete a room change in 72 hours will result in a release of the Step Inside reservation.

Within an individual apartment, any change from one bedroom to another needs approval from the Frederiksen Court Office for safety and security reasons. Residents also need to have the appropriate key. Failure to comply will result in a minimum \$50 administrative charge. Loss of your space in the apartment is also a possible consequence.

## **D. Appeals Process for Charges**

Residents may contact their Apartment Community Director about charges they have received and information on how to appeal those charges if desired.

## **E. Dues**

You will be charged Frederiksen Court community dues. All dues will be billed through the Accounts Receivable Office. Community dues may not exceed \$6.00/year.

## **F. Failure to Comply**

You are expected to comply with the directions of university staff members acting in performance of their duties. This includes showing identification when requested to do so by an authorized university official. Failure to comply will result in disciplinary sanctions.

## **G. Fire Alarms and Equipment Abuse**

The fire alarm system, fire extinguishers, fire department standpipes, sprinklers, and exit lights are installed for your protection. Smoke detectors, fire extinguishers and carbon monoxide detectors (SUV only) are installed for your protection. Report immediately to the Service Center (294-3322) any apparent defects in fire safety equipment. Tampering with fire equipment, including the removal of batteries in smoke alarms, the removal of glass box hammers, or tampering with smoke doors and Knox boxes (small boxes attached to the exterior of buildings), is a violation of state law and will lead to university disciplinary action. In the event of any fire extinguisher being used, call the Service Center for recharging and checking, and replacing if appropriate.

You and your guests are required to evacuate the building when a fire alarm is sounded, and reenter the building only when fire department staff gives permission to do so. Failure to do so endangers not only you, but residence and fire department staffs as well. If you (or your guests) do not evacuate the building when the fire alarm sounds, or if you (or your guests) re-enter before permission has been granted, you will be held accountable through the judicial system.

## **H. Flammable Fluids and Toxic Chemicals**

Because of the safety hazards they represent, the use or storage of flammable/toxic fluids and/or flammable/toxic chemicals (e.g., varnish, gasoline, propane, mercury) in the apartments is prohibited. Charcoal lighter fluid may be stored in the apartments, provided it is in its original container.

## **I. Guest/Visitation**

The guest/visitation policy is gender-neutral. You and your apartment mate(s) are the only ones permitted to live in your apartments. A guest must abide by all Department of Residence policies. The guest and host are mutually responsible for the conduct of the guest.

## **J. Insurance**

The university does not carry insurance on you or your property. You are encouraged to review any existing homeowner's insurance policies for coverage or to carry your own insurance. If you are found responsible for damages, you will be held liable for all or any portion of the loss.

## **K. Items Left in Common or Public Areas**

All personal items, along with department provided student apartment furnishings, are to be kept in your apartment and not placed or stored in the hallway, stairwells, elevators or on sidewalks.

## **L. Keys and Building Access**

A set of keys and/or access card will be issued to you when you check in to your apartment. You are responsible for these keys/access cards. You may not give your keys/access card to another individual to use. You may not have duplicate keys/access cards made.

If you lose a key/access card, the Frederiksen Court office immediately for safety and security reasons. You will be issued a temporary replacement key/access card. You have seven days to return the replacement key/access card. If you fail to return them within the seven days, you will be billed for the replacement keys/access card and a lock change.

If you lose your keys, you will be charged \$60 for a lock change and \$18 for each lost key. If you lose your access card or damage your access card to the point that it is no longer functioning, you will be charged \$18. If you request a lock change when the maintenance staff is not working there will be a minimum \$100 charge, in addition to the lock and key charges.

For safety and security reasons, you are urged to keep your apartment door locked. Access to your apartment is limited to you, your apartment mate(s) and your escorted guests.

Propping open or disabling a lock on any door is not allowed.

## **M. Liability for Personal Property or Injury**

Although Iowa State University will make all reasonable efforts to protect student property, neither the university nor the Department of Residence is in any way liable for the loss or theft of, or damage to, any property belonging to you or for injuries sustained by you, your apartment mate(s), or your guests. The university is not responsible for damage or injury that may be sustained by you caused by breakage, leakage, or obstruction of pipes, and from other latent defects not known to the university.

## **N. Lockouts**

Residents will be permitted one (1) after-hours lockout during a contract period. A record of lockouts will be kept by the Frederiksen Court Office. After the first lockout, residents will be charged a \$25 administrative fee for all after-hours building, apartment, or bedroom lockouts. On weekdays, when the Frederiksen Court Office is open, residents who are locked out may come to the office for assistance. There are no charges for office hours lock outs unless a loaner key is not returned as directed.

## **O. Pets**

You may have fish, in aquariums of a maximum capacity of 30 gallons with appropriate equipment. All other organisms and pets, of any type, are prohibited for reasons of health and safety. Visiting pets are not allowed.

## **P. Room/Apartment Entry**

The department respects your desire for privacy and will protect and help maintain this privacy. This policy is intended to define the conditions under which authorized personnel may enter your room/apartment. In the interest of maintaining an environment which facilitates scholarship and provides for your health and safety, it is occasionally necessary for the department to exercise its contractual right to entry. This policy is designed to permit the reasonable, restrained utilization of this contractual right by authorized staff members of the department without violating your fundamental privacy rights. You will be notified in writing if a staff member has entered your room/apartment. Any staff member entering your room/apartment will use discretion.

### **1. Rooms/Apartments may be entered under the following conditions:**

#### a. General Inspection and Maintenance

(To provide cleaning and maintenance inspection, repair service, or safety inspection).

- Your room/apartment may be inspected periodically for safety or maintenance purposes. You will be notified at least 24 hours prior to the maintenance inspection. The reason for the inspection and/or the specific department property to be inspected will be listed on the notice.
- Contents of wardrobes, closets, desk or dresser drawers, trunks, luggage, etc., in an occupied space will not be inspected during a maintenance inspection.
- Illegal materials (e.g., drugs) or items that pose an immediate danger to the health or safety of residents (noticed in the course of a maintenance inspection) will be communicated to appropriate staff to make arrangements for removal. You will receive written notification of this action immediately. If you may legally possess the item removed, it will be returned to you, but it will not be allowed in the residential facilities. The department has sole authority to determine whether materials or items constitute an immediate danger to residents.
- Prohibited items, other than items described in subsection c, will not be removed if noticed during a maintenance inspection. However, your room/apartment number will be recorded and referred to the appropriate staff member.
- When a pest problem has been reported to the maintenance department, a notice will be sent by e-mail or posted on the apartment door at least 24 hours prior to the spraying or treatment so that you will be able to cover or remove any damageable items.
- Any time your room/apartment is entered by a maintenance person, a work order form will be left in the apartment listing the reason for entry, what was done, and the person(s) who entered your room/apartment.

#### b. Emergencies

There may be entry without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared.

#### c. Other

- To maintain an environment that facilitates scholarship of other residents, including turning off an alarm, stereo, television, CD player, or other item that has been left unattended and is causing a disturbance; before entering, staff will make a reasonable attempt to locate the occupants.
- During a fire alarm or drill, when a building is to be evacuated.
- If you permanently vacate your assignment or it is deemed abandoned. Discretion will be used by any staff member entering and you will be notified if a staff member has entered your assignment.

## **2. Room/Apartment entry procedure and general information**

A staff member will not enter your assignment without knocking. A sufficient time lapse will be allowed to provide ample opportunity for you to open your door. If no response is received, your room/apartment may be entered under the conditions listed above. Residence Life Staff members may only enter occupied rooms/apartments, if no one is home, in teams of two. Before entering with the use of a key, department staff members will identify themselves.

Your privacy with respect to other students will be maintained when department personnel enter your room/apartment. In these cases, non-employees will not be permitted to enter your room/apartment unless you are present and give your consent.

## **3. Authorized Staff**

Authorized staff members or their agents who may enter your room/apartment include Department of Residence staff and Iowa State University Police.

## **4. Search Warrants**

A university official may not consent to the search of your room/apartment by the police or other government officials unless he or she has a legal search warrant. This policy is intended to serve as a basis for management operation in an area that requires a delicate balance between constitutional rights and group welfare. This policy will serve as a guide, but effective implementation depends upon the good judgment of all parties involved.

## **Q. Roommates**

Respect is the foundation for interchange of ideas, for learning and for working toward common goals. Consequently, Iowa State University is committed to assuring that its programs are free from prohibited discrimination and harassment based upon race, ethnicity, sex, pregnancy, color, religion, national origin, physical or mental disability, age (40 and over), marital status, sexual orientation (including gender identity), status as a U.S. veteran (disabled, Vietnam or other), or any other status protected by University policy or local, state, or federal law. Discrimination and harassment impede the realization of the University's mission of distinction in education, scholarship, and service, and diminish the whole community.

### **1. Accommodating a Roommate**

If you have a vacancy in your room/apartment, you may be assigned a roommate at any time during the term of your contract. Your room/apartment needs to have clear and equitable space for a new roommate at all times. You will be expected to respond positively to a new roommate. Failure to accommodate a roommate may result in cleaning charges, and the termination of your contract.

### **2. New Roommate Notification**

When a new resident has selected or is assigned to a partially-occupied room/apartment, the department will make best efforts to notify current residents of this new roommate in advance of their arrival. Residents with vacant space should expect to have new roommate(s) and should check Access Plus for new roommate information (if available).

## **R. Room/Apartment Personalization**

### **1. Bunks/Lofts**

In all apartments, a bed is provided. In most cases, this is a lofted bed although some rooms are equipped with captain's beds (beds with drawers in the base). In either case, you may not substitute your own loft.

### **2. Electrical Appliances, Cords, and Cable**

In Frederiksen Court, a full-size refrigerator is supplied in each kitchen. Individual bedroom refrigerators with the following specifications are allowed: maximum capacity of 4.5 cubic feet, 115 volt, 60 cycle AC, 230 watts, 2 amps (when running). Only one refrigerator per student is allowed.

Due to fire and sanitation hazards, space heaters, halogen torchiere lamps, sun lamps may not be used in resident rooms/apartments, and window air conditioners may not be installed. No lights, ceiling fans or other electrical appliances are to be hung on ceilings or interior walls.

Extension cords with built-in circuit breakers should be used in rooms/apartments. The use of extension cords as permanent wiring is not permitted. Multiple receptacle plates that fit into wall outlets are not recommended.

Smoke or fog machines may not be used anywhere within the apartments.

If student electrical use within an apartment causes electrical malfunctions (blowing fuses), you may be asked to rearrange appliance usage within the apartment.

### **3. Furnishings**

Each resident is provided the following furniture: bed, bed rails and ladders for loft-able beds, desk, chair, file caddy, dresser (or equivalent), wardrobe, sofa, chair, end table, coffee table, table lamp, floor lamp, and barstools. The following appliances are provided: dishwasher, microwave, refrigerator, stove/range, garbage disposal, and washer/dryer. When you move out, all furniture must be returned to its original room and be in its original condition. You may be held responsible for damages or missing furniture.

#### **4. Holiday Decorations**

Residents are expected to follow the guidelines for winter holiday decorations that are published in the Frederiksen Court newsletter.

#### **5. Material on Doors**

The display of material on the exterior of apartment doors is subject to the conditions of the Frederiksen Court Council.

#### **6. Painting and Papering**

Residents are not permitted to paint or wallpaper in Frederiksen Court apartments.

#### **7. Satellite Dishes**

Satellite dishes are not permitted.

#### **8. Trees**

Cut trees (e.g. Christmas trees) are not permitted.

#### **9. Wall and Ceiling Hangings**

Pictures and mirrors may be hung on the painted walls with nail-type picture hangers available in the Frederiksen Court Office. Adhesive tape picture hangers, tacks, or screws are not to be used. Do not insert hooks in the ceiling nor attach anything to doors, cupboards, or wood trim.

#### **S. Selling and Soliciting**

For your safety, door-to-door selling or soliciting is not permitted in the residence halls or apartment communities. Solicitation shall be defined as any commercial, profit-making, campaigning, or fund-raising activity. You may not use your room/apartment, campus telephone number, or campus mailbox for any commercial reason unless you are a member of the Entrepreneurial Learning Community. Student organizations wishing to solicit in the residence halls or apartment communities must be registered and have the prior approval of the Student Activities Office (B6 Memorial Union) and the Residence Life Office (1203 Friley).

Due to the large amount of information disseminated by various groups to students living in the residence halls, guidelines have been established for the use of student and house mailboxes. Individuals or groups wishing to use these mailboxes must follow the procedures and guidelines outlined by the department. These guidelines are available at the hall desks and on the department's Web site.

Special interest activities such as political or religious activities, recruitment for organizations, which involve petitioning, canvassing, registration, campaigning, and/or other similar activities, shall be permitted only upon authorization from the Student Activities Office and the Residence Life Office and only in non-student room/apartment areas of the residence halls and apartment communities. When conducting such activities, individual(s) or group(s) may not impede traffic through the area or approach students in dining service lines. Individual(s) or group(s) will not be permitted to campaign door-to-door, nor will they be permitted to use the residence hall mailboxes for campaign literature (unless individually addressed). Registration will acknowledge agreement by sponsoring organization to abide by the established procedures of the building or neighborhood. Members should have a copy of the approval form with them at all times. Organization members not adhering to the guidelines will be asked to leave the area immediately. If a house extends an invitation to a candidate, or any other individual, that person may visit the house to which he or she was invited and no other house.

#### **T. Smoking**

All residence halls, Frederiksen Court apartments, the Frederiksen Court Community Center and the SUV Community Center are smoke-free. Smoking is prohibited in these buildings, including private student rooms/apartments and common areas.

Smoking is not allowed in any public areas of any residential building, including hallways, stairwells or elevators. Smoking is allowed outside of the buildings as long as cigarette butts are disposed of properly and not littered on grounds. Additionally, students who smoke outdoors must do so at a reasonable distance such that smoke does not enter the building. In Frederiksen Court, smoking should only occur on the sides of the buildings where ashtrays are located.

In SUV, a limited number of apartment buildings are designated as smoking. Smoking is prohibited in all buildings that are designated smoke-free. Smoking is permitted in private apartments in buildings in which smoking is allowed. Residents of a building in which smoking is permitted may request that their building become a non-smoking environment if all residents agree and subsequently notify the SUV office in writing.

Violating the smoking policy will result in disciplinary action that could include termination of your housing contract.

#### **U. Sporting Activities**

Due to safety and facility concerns, the riding of skateboards, in-line skates, roller skates, and bicycles is prohibited in the apartment buildings. Water fights and throwing Frisbees, balls, or other objects is also prohibited inside the apartments.

## V. Vandalism and Damages

You will be held responsible for damages to department property that is caused by you or your guest(s). Willful destruction or defacing of university, private, or public property is prohibited. If you are found responsible for damage to property, you may receive judicial sanctions, as well as charges for replacement or repair of the damaged property.

In the event of damages to any part of an apartment building, including furnishings, the department reserves the right to charge the entire community for reasonable damages if the responsible person(s) cannot be identified. The department may charge an individual community member for his or her portion of the damage charges, with a minimum charge of \$5 per person. The department shall notify the individuals in writing of its intent to assess a charge.

A community may be charged a fee for common areas kept in poor physical condition and requiring non-routine service from maintenance and custodial staffs. This includes removal of personal trash, vomit, and debris in common areas.

Residents are encouraged to report vandalism, as well as any information that could help identify the responsible persons.

## W. Weapons

Anyone who uses, threatens to use, or is found in possession of a weapon or potential weapon may be removed from on-campus housing immediately. This removal could be temporary, or may result in a permanent cancellation of your contract, depending on the severity of the situation and the outcome of an administrative investigation and/or judicial hearing.

Weapons include (but are not limited to) pistol, revolver, shotgun, machine gun, rifle or other firearm, BB or pellet gun, paintball, tazer or stun-gun, bomb, grenade, mine or other explosive or incendiary device, ammunition, archery equipment, dagger, stiletto, switchblade knife, or knife having a blade exceeding five inches in length. Residents of University housing may possess knives having a blade exceeding five inches for cooking purposes.

A "weapon" also means an object that is not an instrument capable of inflicting death or injury but closely resembles such an instrument (For example, a realistic toy, replica, imitation weapon or look-a-like gun that is reasonably capable of being mistaken for a real weapon) or the student used the object in a manner that created the impression that the object was such an instrument (For example, wrapping a hand in a towel to create the appearance of a gun).

## X. Window Ledges

For safety reasons, you are prohibited from entering, standing, sitting on, or otherwise utilizing ledges. Windowsills and student room balconies are not to be used for storage. You will be held liable for damages to property or for personal injury resulting from items being thrown from windows or falling from ledges.

## II. DISCIPLINARY PROCEDURES

As a resident of university housing, you are under the jurisdiction of the department and the guidelines published in the Student Disciplinary Regulations. Sanctions imposed by a Residence Hall Director or Apartment Community Manager, the Coordinator of Residence Judicial Affairs, the All-Residence Judiciary, or the Office of Judicial Affairs are binding.

If you are found responsible for violations of the rules and regulations of the department set forth in the *Terms and Conditions* document, this Policy Handbook, or the Student Disciplinary Regulations, you may receive a disciplinary sanction resulting from a judicial hearing, including possible termination of your room and board contract and/or suspension or expulsion from the university.

### A. Sanctions

The following sanctions may be imposed in all minor cases

1. **Warning:** A written warning indicating that a minor violation occurred and a more severe sanction will occur if the behavior does not change.
2. **Disciplinary Reprimand:** A written reprimand telling the student that his/her conduct is in violation of Residence rules and regulations.
3. **Probation:** A more severe sanction than a disciplinary reprimand. Probation is a period of review during which the student or student organization must demonstrate the ability to comply with Residence rules, regulations, and other requirements stipulated for the probation period.
4. **Education:** A requirement to participate in some project, class or other activity that is relevant to the nature of the offense and appropriate for the violation.
5. **Restitution:** A requirement to pay the cost of cleaning, repair and/or replacement of property damage incurred during conduct violation, to another student or Department of Residence.
6. **Deferred removal:** A more severe sanction than Probation. Deferred removal is a period of review during which the occurrence of another violation will result in cancellation of the student's residence contract.

If you receive a disciplinary sanction of removal from on-campus housing, you must leave within the time frame stated in the judicial sanction letter following formal acceptance of that decision by the department. If you appeal the decision, you may be reassigned to another living space on campus, pending the outcome of the appeal. Your original space will not be reassigned until the completion of the appeal process.

Under special circumstances, in order to provide for the safety and well-being of students and/or others, an administrative emergency removal and restriction from university property and facilities may be implemented as an interim step before a judicial hearing takes place. This removal will remain in effect until the case has been adjudicated. In a case such as this, referral will be made to the Office of Judicial Affairs. The Office of Judicial Affairs will adjudicate the case in a timely manner. You may contact the Office of Judicial Affairs if

you have questions about the process. If your room and board contract is terminated due to judicial action, your prepayment will be forfeited; you will be charged 80 percent of the remaining value of the room and board contract (less Dining Dollars, which cannot be cancelled) and the daily rate until you officially check-out. Charges for damages, cleaning, and improper check-out may be imposed.

#### **B. Student Rights**

1. Right to due process in the student judicial process
2. Right to receive a written notice of the alleged student conduct violation
3. Right to a student judicial hearing
4. Right to be present at the hearing
5. Right to present documentary, testimonial, or physical evidence at the hearing
6. Right to remain silent during the hearing
7. Right to have an advisor(s) present at the hearing
8. Right to receive a written notice of the conduct decision within five (5) business days after a final decision has been rendered by the hearing officer
9. Right to appeal a final decision
10. Right to review student disciplinary file maintained in the Office of Judicial Affairs by scheduling an appointment with a Judicial Affairs representative.

#### **III. ISU DINING POLICIES**

A complete listing of all ISU Dining Policies is available on-line at [http://www.housing.iastate.edu/terms\\_and\\_conditions.php#terms](http://www.housing.iastate.edu/terms_and_conditions.php#terms).