

# IOWA STATE UNIVERSITY

## Department of Residence

### 2008-2009 Policy Handbook for FREDERIKSEN COURT Includes Summer Session 2009

Significant changes from the 2007-2008 Policy Handbook appear in **yellow**.

**Please note: Failure to comply with any policy may result in administrative charges and disciplinary actions.**

#### 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, Frederiksen Court and SUV apartment communities.

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

Maple and Eaton Halls, and Lincoln, Palmer, Pennell, Lowe, and Stange Houses in Friley Hall are substance-free areas. Alcohol is prohibited to all students in these areas, regardless of age. **Any student found responsible for violating the alcohol policy may be removed from the substance-free living environment depending upon the severity of the violation.** If there is no space to relocate the student, the hall director shall have the discretion to determine an appropriate sanction.

##### 1. Residents 21 years of age and older

- a. 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. Alcoholic beverages must be in their original, unopened containers when transported within the residence halls. Containers of alcohol larger than one gallon (including, but not limited to kegs) are not permitted. Alcohol may be neither consumed nor possessed in opened containers anywhere outside a student room/apartment, including hallways, courtyards, public areas, Community Centers, and other university grounds. In University Village, the fenced area in front of an apartment is considered to be part of the apartment.
- b. Residents who are 21 years of age, and have a roommate who is not yet 21 years of age, may possess and consume alcohol in the privacy of their room. They may not allow the roommate to possess or consume alcohol. Violators will receive sanctions through the judicial system.
- c. Residents are responsible for their guests. Guests must comply with Department of Residence rules concerning possession, transportation and consumption of alcohol.

##### 2. Residents under 21 years of age

- a. Residents who are not 21 years of age or older may not possess, transport, or consume alcoholic beverages. Residents 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.
- b. Residents who are not yet 21 years of age, and who have a roommate who is 21 years of age or older, may allow the roommate to possess and consume alcohol in their room. The roommate is allowed to have guests (see 1.c above).
- c. Residents who are not 21 years of age or older may not have a guest (regardless of his/her age) who consumes alcoholic beverages in their room/apartment.
- d. Residents who are not 21 or older may not possess alcoholic beverage containers in their rooms/apartments.

##### B. Appeals Process for Charges

Residents may contest charges they have been assessed (not including contract cancellation penalties or room rates) according to the following process. The charge being contested will remain on the resident's account during the appeal process. Only in the event of a successful appeal will the penalty be removed or reduce. Any late fees or penalties accrued due to late or non-payment are the responsibility of the resident.

1. Appeals must be submitted within 30 days of notification of the charge.
2. All appeals must be submitted in writing, e-mail preferred, to [frederiksenecourt@iastate.edu](mailto:frederiksenecourt@iastate.edu), and should contain the resident's full name, ISU ID number, room address, e-mail address and rationale as to why the resident is not responsible for the charge(s). Any supporting materials must also be submitted at this time.

##### C. Bathrooms/Restrooms



Martin Hall	\$113.00 Lock Change plus \$18.00 per key
All other residence halls	\$76.00 Lock Change plus \$18.00 per key
Frederiksen Court	\$60.00 Lock Change plus \$18.00 per key
Schilletter Village	\$52.00 Lock Change plus \$18.00 per key
University Village	\$57.00 Lock Change plus \$18.00 per key

Failure to complete any of the steps outlined above constitutes an improper check out, resulting in a \$50 administrative charge.

### 3. Room Change

You may change apartments or bedrooms after the semester has begun by using AccessPlus. AccessPlus is open shortly after the start of each semester, except when there is interim (overflow) housing. AccessPlus allows you to move to any open space for which you are eligible. To complete a room change, select your new room via AccessPlus. If AccessPlus is not available, contact the Frederiksen Court Office for more information. Follow the steps for check-in and check-out procedures as stated in Sections F.1 and F.2, respectively.

You will be allowed 72 hours to complete your move (consisting of proper check in to new apartment or bedroom and proper check out of old apartment or bedroom). If you are unable to accomplish this in 72 hours, contact the Frederiksen Court Office for an extension. Failure to complete the move within 72 hours will result in release of the room reservation.

Failure to complete any of the steps outlined above will result in a minimum \$50 administrative charge.

## G. Cleaning and Upkeep

### 1. Apartment

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 at any time of year.

### 2. 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 round 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 dumpsters. A violation of the trash policy will result in judicial action.

## H. Disposal of Sharp Objects

Due to the potential injury to employees handling trash, you must place objects such as razor blades, broken glass, and needles (hypodermic, sewing, etc.) in the sharps container provided. Do not place any of these items in trash.

## I. Disruptive Behavior

Disruptive behavior in or around the residence halls/university apartments is not permitted. Disruptive behavior includes any of the following:

1. Conducting oneself in a manner so as to disturb or threaten others;
2. Threatening, intimidating, or endangering the health, safety, or welfare of yourself or a member of the university community;
3. Engaging in inappropriate behavior that necessitates an additional response from campus or city personnel.

## J. Dues

At Frederiksen Court, residents will be assessed \$6.00 mandatory dues each year. These dues will be billed through the Accounts Receivable Office beginning in July. The dues, managed by the Frederiksen Court Community Council, support social activities and other community needs.

## K. Failure to Comply

You are expected to comply with the directives of university officials in the performance and scope of their duties. Failure to comply includes, but is not limited to: failure to show identification when requested to do so by an authorized university official, falsely identifying yourself or your guests, providing false information or obstructing an investigation. Failure to comply will result in disciplinary sanctions.

## L. Fire Alarms and Equipment Abuse

Tampering with alarms or fire equipment is prohibited. Violation of this policy includes, but is not limited to: removing batteries from smoke alarms, removing glass box hammers, removing a fire extinguisher from its prescribed location, discharging a fire extinguisher for any purpose other than putting out a fire, activating an alarm absent an emergency situation, tampering with smoke door or Knox boxes (small boxes attached to the exterior of the buildings). Violations of this policy may lead to immediate removal from the residence facilities.

You and your guests are required to evacuate the building when a fire alarm sounds, and may reenter the building only when fire department staff gives permission to do so.

Violations of this policy may lead to immediate removal from the residence facilities and cancellation of the housing contract. Students found responsible for the violation of the policy will be held responsible for repair or replacement costs.

## M. Flammable Fluids and Toxic Chemicals

Because of the safety hazards they represent, the use or storage of flammable/toxic fluids, chemicals, gases and/or dry ice is prohibited. Smoke and fog machines are also prohibited.

#### **N. Guest/Visitation**

The guest/visitation policy is gender-neutral. You and your roommate(s) are the only ones permitted to live in your apartment.

A guest must abide by all policies of Iowa State University and the Department of Residence. The guest and host are mutually responsible for the conduct of the guest. Residents will be held financially responsible for damages caused by their guests.

#### **O. Insurance**

Iowa State 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.

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

The placement of personal items, including department-provided student room furnishings, is prohibited in hallways, stairwells, or elevators.

#### **Q. Keys and Building Access Cards**

You are responsible for any keys/access cards issued to you. You may not give your keys/access cards to another individual to use. You may not have duplicate keys/access cards made.

If you damage your access card to the point that it is no longer functioning, you will be charged \$18.00 for a replacement card.

If you lose a key/access card, notify 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. See Section I.E for the cost of a lock change.

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.

#### **R. 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.

#### **S. 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 lock outs occurring during office hours unless a loaner key is not returned as directed.

#### **T. Pets**

You may have fish, in one aquarium with appropriate equipment, per contracted resident. The maximum capacity allowed is 30 gallons per resident. All other organisms and pets, of any type, are prohibited for reasons of health and safety. Visiting pets are not allowed.

#### **U. Room/Apartment Entry**

The department respects your desire for privacy. This policy defines the conditions under which the department may exercise the reasonable, restrained contractual right of entry by authorized staff members without violating your fundamental privacy rights.

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

- a. To provide service or conduct inspection for the purposes of cleaning, maintenance, pest treatment, etc.
- b. To conduct safety inspections or to ensure that proper closing procedures have been followed in buildings that close during break periods.
- c. To aid in the evacuation of a building during a fire alarm or drill.
- d. To manage an emergency in which imminent danger to life, safety, health, or property is reasonably feared. The department retains the authority to determine what constitutes an emergency.
- e. To maintain an environment that facilitates the scholarship of other residents, including, but not limited to: turning off an alarm, radio/stereo/CD player, television or any other unattended item that is causing a disturbance.
- f. To assess instances in which a resident may have permanently vacated or abandoned their space.

##### **2. Room/Apartment Entry Procedures and General Information**

- a. In the event of emergency, entry in to your room/apartment may be made without prior notification.
- b. For all other situations, you will be given at least 24 hours prior notification that staff will enter your room/apartment. The reason for entry will be listed in the notification.
  - Notification types include, but are not limited to: e-mails, newsletters, postings on room/apartment doors or bulletin boards.

- If you submit a service request, your request is considered notification and entry may occur at any time following the request.
- c. Staff members will enter in teams of at least two.
- d. Discretion will be used by all staff conducting entry. Before entering using a key, staff will make reasonable efforts to locate the occupant(s). They will knock, announce themselves and provide sufficient opportunity for you to open the door. If no response is received, your room/apartment may still be entered.
- e. The contents of closed wardrobes, closets, desks or dresser drawers, trunks, luggage, etc., will not be inspected. If noticed during entry, the presence of any illegal materials (e.g., drugs) or items that pose an immediate danger to the health or safety of residents will be communicated to appropriate staff to arrange for removal. You will receive written notification of this action.
- f. You will receive summary notification regarding the entry of your room/apartment in the following situations:
- Following any unannounced entry by department staff.
  - Following maintenance visits, a work order form will be left detailing who entered the room/apartment, the reason for entry, the work performed and the status of the job.

### **3. Authorized Staff**

Authorized staff members or their agents who may enter your room/apartment include all department staff and Iowa State University Police. Non-employees will not be permitted to enter your room/apartment unless you are present and give your consent.

### **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.

## **V. Room/Apartment Personalization**

### **1. Loftable Beds**

In all apartments, a bed is provided. In the 2-bedroom shared apartments, this is a loftable bed. The private bedrooms 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 and Cords**

In Frederiksen Court, a full-size refrigerator is supplied in each kitchen. Additional refrigerators, freezers or other large appliances 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 or freezer per student is allowed.

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

Surge protectors should be used in rooms/apartments. The use of extension cords as permanent wiring is not permitted. If student electrical use within the room causes electrical malfunctions (blowing fuses), you may be asked to rearrange or remove items.

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

### **3. Furnishings**

Each resident is provided the following furniture: bed (including bed rails and ladders for loftable beds), desk, chair, file caddy, dresser (or equivalent) and a wardrobe in their bedroom. A sofa, chair, end table, coffee table, table lamp, floor lamp, and barstools are provided in the apartment's common space. 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. Costs of missing or broken furniture will be charged at the replacement rate.

Waterbeds and hot tubs are not permitted, nor are traffic/street signs without proof of purchase.

### **4. Holiday Decorations**

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

### **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. You may not insert hooks in the ceiling nor attach anything to doors, cupboards, or wood trim.

## **W. 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**

You may be assigned a roommate at any time during the term of your contract. Your room must have a 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, disciplinary action and the requirement of signing a Super-Single agreement, which will result in an adjustment or room rent.

### **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.

### **3. Vacant Space**

Residents with vacant space should expect to have new roommate(s) and should check your ISU e-mail account and Access Plus for new roommate information (if available). Residents may not use space they have not contracted for and must ensure that equitable common area space is available for all roommates.

## **X. 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 with 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, or 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). Through registration with the appropriate offices, the sponsoring organization agrees 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.

## **Y. Smoking**

1. Smoking is prohibited on all university grounds and in all university-owned or operated buildings, residence halls and apartments, with the following exception:

In SUV, smoking is allowed in a limited number of SUV apartment buildings. Smoking is permitted inside those apartments in those buildings only.

## **Z. Sporting Activities**

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

## **AA. 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 your building, including furnishings, the department reserves the right to assess students' accounts for reasonable damages if the responsible person(s) cannot be identified. The department may charge an individual or groups of individuals for their portion of the building charges, with a minimum charge of \$5 per person. The department shall notify residents in writing of its intent to assess a charge.

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

## **BB. 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 (including Airsoft), paintball, tazer or stun-gun, bomb, grenade, mine or other explosive or incendiary device, ammunition, archery equipment, dagger, knife having a blade exceeding five inches in length, stiletto, switchblade knife, or sword.

Residents may possess knives, designed for cooking purposes, which have blades exceeding five inches.

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

## **CC. Windows and Window Screens**

Screens must be left on windows, and there must be a screen covering all open windows. Windows must be closed when you leave during breaks. You may not lean or reach out of windows where screens are not in place. For safety reasons, you are prohibited from, 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.

You are prohibited from entering or exiting a building through a window.

## **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 notice indicating that a minor violation occurred and a more severe sanction will occur if the behavior does not change.
2. **Disciplinary Reprimand:** A written rebuke 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.
7. **Termination of Housing Contract:** A student may be removed from a residence hall or apartment. The student's access to specific living or dining areas may be restricted as part of the sanction.

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 owned **residence hall and on-campus apartment** 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://housing.iastate.edu/forms/>.