

2009-2010 Policy Handbook for FREDERIKSEN COURT

Revised: June 2009

This document covers fall 2009, spring 2010 and summer 2010. Significant changes from 2008-2009 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

1. 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.
2. 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.
3. 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 will 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.
4. **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 of Residence rules concerning possession, transportation and consumption of alcohol.
5. **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

1. 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 reduced.
 - a. Any late fees or penalties accrued due to late or non-payment are the responsibility of the resident.
2. Appeals must be submitted within 30 days of notification of the charge. **Appearance on the Ubill constitutes notification.**
3. All appeals must be submitted in writing, e-mail preferred, to to frederikscourt@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** - Common bathrooms/restrooms are not gender-neutral. You and your guests are not permitted to enter a bathroom/restroom labeled for use by persons not of your gender.

D. Bicycles - Bicycle racks are provided for resident use in close proximity to residence halls and on-campus apartments. The Department of Residence may remove any bicycles left in these racks following the end of the spring semester each year.

E. Building Access and Security System

1. Interfering with the security system is prohibited. Violations include but are not limited to tampering with locks, disabling any lock or door; propping open doors that are to be locked and/or closed; exiting through doors marked "emergency exit only"; jamming a door to prevent it from opening or closing, tying doors shut; taping open locks or altering, loaning, or duplicating university keys **or access cards**; and tampering with security cameras.
2. Access to any closed residence hall during a scheduled vacation period, including summer, is allowed only through special arrangement with on-call staff. Access will result in a minimum \$20 charge for each instance.

F. Check-In, Check-Out, and Bedroom/Apartment Change Procedures

1. Occupying more than one room/apartment, except while in the process of moving is a violation of the check in/out process.
2. **If changing assignments, the building access granted to you on your access card will not be updated until you have both checked in to your new assignment and checked-out of your old assignment.**

3. Check in

- a. Failure to properly check in will result in a \$50 administrative charge.
- b. To properly check in you must:
 - i. Go to the Frederiksen Court Office or other designated location in the Community Center.
 - ii. Complete and sign the check-in form, obtain your apartment and bedroom keys, access card (if needed) and an Apartment and Bedroom Inventory and Condition Form.
 - iii. Complete the Apartment and Bedroom Inventory and Condition Form and return it to the Frederiksen Court Office within 48 hours. This form will serve as an inventory of the contents and condition of your apartment and bedroom at the time of your check in and will serve as the basis for determining damages when you move out. You may be held responsible for all damages not reported within 48 hours of check in.

4. Check out

- a. You will be charged the daily room and board rate until you have officially checked out.
- b. Failure to complete any of the steps outlined below and/or failure to check out by the assigned deadline constitutes an improper check out, resulting in a \$50 administrative charge
- c. To properly check out you must:
 - i. At major move out times in August, December and May, check out information and options will be sent to all residents on record as moving. At all other times, residents are responsible for contacting the Frederiksen Court office for check out procedures and cleaning information.
 - ii. Remove all your possessions from the apartment and your bedroom.
 - iii. Thoroughly clean, prior to your check out, as per the check-out information packet.
 - iv. Complete and sign the Check-Out form, turn in your apartment and bedroom keys and provide the number of your access card. A mail forwarding card for the Ames Post Office can also be completed at this time.
 - v. After you have gone, unless you scheduled a Personal Inspection and Check Out (PICO) in advance, Frederiksen staff will inspect your apartment or your bedroom/bathroom, whichever is appropriate for your apartment situation. Condition forms are used to do these inspections.
 - vi. You will be charged if cleaning is needed, items have been left or damages have been done. Photos are taken to support charges.

5. Check out at end of fall 2009 semester

a. Not graduating

- i. If you are not graduating at the end of fall semester but are not planning to return spring semester, you must notify the DOR by signing the Housing Contract Cancellation Form.
- ii. You must check out of your room by **3 p.m. Saturday, December 19, 2009**. If you do not complete the check-out process as specified, you will be billed the daily room rate through the date of check out plus a \$100 administrative charge. If you remain enrolled at ISU, penalties may apply.

b. Graduating

- i. If you are graduating at the end of fall semester, you must notify the DOR by signing the Housing Contract Cancellation Form by 5 p.m., November 1.
- ii. You must check-out of your room by **6 p.m. Saturday, December 19, 2009**. If you do not complete the check-out process as specified, you will be billed the daily room rate through the date of check out plus a \$100 administrative charge. If you remain enrolled at ISU, penalties may apply.

6. Check out at end of spring 2010 semester

- a. Residents **WITHOUT** a summer 2010 contract must check out by **3 p.m. Saturday, May 8, 2010**.

- b. Residents **WITH** a summer 2010 contract will receive information from the DOR Administrative Office regarding checking out of your current room and checking into your assigned summer room.
7. Personal property left in the room/apartment will be removed from the premises. It will be kept for 30 days, after which it will be sent to Asset Recovery for sale/disposal. You will be charged for the actual cost of removal, storage and disposal of personal property, with a minimum charge of \$50. You will be charged for any damages and for cleaning necessary to return the room/apartment to the condition in which it was upon check in. This will be deducted from any refund to be paid to you.
 8. All keys issued to you must be returned at the time of check-out. Failure to do so will result in charges for lock change and replacement keys:

Location	Lock Change	Key Replacement
Eaton Hall	\$101	\$18 per key
Martin Hall	\$113	\$18 per key
All other residence halls	\$76	\$18 per key
Frederiksen Court	\$60	\$18 per key
Schilletter Village	\$52	\$18 per key
University Village	\$57	\$18 per key

G. Room Change

1. You may change apartments or bedrooms after the semester has begun by using AccessPlus. AccessPlus allows you to move to any open room for which you are eligible
 - a. To complete a room change, select your new room via AccessPlus. If AccessPlus is not available, contact your hall desk for more information. Follow the steps for check-in and check-out procedures as stated in sections I.F.1 and I.F.2.
 - b. AccessPlus is closed for the first two weeks of each semester to allow all residents opportunity to move in to their assigned space.
2. Any change from one bedroom to another within an apartment must be initiated using AccessPlus. Follow instructions for check in (I.F.1) and check out (I.F.2) above. All residents must be issued the appropriate keys for their assigned bedrooms.
3. You will have 72 hours to complete your room change (consisting of proper check in to new room and proper check out of old room). If you are unable to accomplish this in 72 hours, contact your hall director for an extension.
 - a. Failure to complete a room change within 72 hours will result in release of the room reservation.

H. 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.

- I. 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 in the bathroom or kitchen in your house. Do not place any of these items in trash.

J. Disruptive Behavior

1. Disruptive behavior in or around the residence halls/university apartments is not permitted.
2. Disruptive behavior includes any of the following:
 - a. Conducting oneself in a manner so as to disturb or threaten others;
 - b. Threatening, intimidating, or endangering the health, safety, or welfare of yourself or a member of the university community;
 - c. Engaging in inappropriate behavior that necessitates an additional response from campus or city personnel.

K. Dues

1. In the residence halls, residents are assessed \$32 in mandatory student government dues each year. These dues contribute to programming, and upkeep of house and hall-owned equipment. The breakdown is as follows:
 - a. Inter-Residence Hall Association (IRHA) = \$9.00
 - b. IRHA-sponsored USA Today Newspaper Readership Program = \$6.00
 - c. House Council = \$10.00

- d. Hall Council = \$7.00
 - 2. In Frederiksen Court and Schilletter-University Village, residents are assessed \$6 in mandatory Community Council dues each year. These dues support social activities and other community needs.
 - 3. All student government dues will be billed through the Accounts Receivable Office beginning in July.
- L. 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.
- M. Fire Alarms and Equipment Abuse**
- 1. Tampering with alarms or fire equipment is prohibited. Violation of this policy includes, but is not limited to: removing of 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.
 - 2. 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.
 - 3. 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.
- N. 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.
- O. Guest/Visitation**
- 1. The guest/visitation policy is gender-neutral. You and your roommate(s) are the only ones permitted to live in your apartment .
 - 2. A guest must abide by all policies of Iowa State University, the Department of Residence, and the residence halls and houses. 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.
- P. 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, financially or otherwise, for all or any portion of the loss.
- Q. Items Left in Common or Public Areas** - The placement of personal items, including department-provided student room furnishings, is prohibited in the hallways, stairwells, or elevators.
- R. Keys and Building Access Cards**
- 1. When you check in you are issued a set of keys associated with your assignment.
 - a. You are responsible for these keys. You may not give your keys to another individual to use nor have duplicates made.
 - 2. Beginning fall 2009, the DOR will no longer issue building keys, so you must have an access card to enter your assigned building. Beginning fall 2009, there are two types of access cards:
 - a. White access card
 - b. ISU Card with Dual Technology (Dual Tech card), <http://www.isucard.iastate.edu/whatis/>.
 - c. Which type of access card you have depends on when you received it.
 - i. Residents returning to campus housing should still have the white access card they received during spring 2008.
 - ii. Students who attended Orientation summer 2009 were issued the Dual Tech card.
 - iii. Beginning fall 2009, only the Dual Tech card will be issued.
 - 3. If you temporarily misplace your keys/access card, notify your CA or the Frederiksen Court office immediately.
 - a. You will be issued a temporary replacement key/access card.
 - b. You have seven days to return these replacements. If you fail to return them within this time, the following will occur:
 - i. A lock change will be ordered for your room and you will be billed for the cost of the lock change and replacement keys. See Section I.F.9.
 - ii. Building access on the temporary access card will be suspended and you will not be issued a second temporary access card.
 - 4. If you damage or permanently misplace your keys/access card, do the following:
 - a. Notify your CA or the Frederiksen Court office immediately for safety and security. You will be issued a temporary replacement key/access card as outlined in section I.T.2.

- b. Deactivate your access card, in AccessPlus or by visiting the ISUCard office in 0530 Beardshear Hall.
- c. To obtain a new access card, you must visit the ISUCard office, located in Beardshear Hall, for a replacement.
 - i. The cost for a replacement access card is \$25.00

5. For your security, you may deactivate your access card and/or request a lock change at any time.

- a. Once deactivated, an access card cannot be reactivated. It must be replaced.
- b. 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 (section I.T.2.).

S. 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 roommate(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.

T. 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

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

V. Room/Apartment Entry

1. 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.

2. 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.

3. 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.
 - i. Notification types include, but are not limited to: e-mails, newsletters, postings on room/apartment doors or bulletin boards.
 - ii. 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:
 - i. Following any unannounced entry by department staff.
 - ii. 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.

4. **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.
5. **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.

W. Room 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 Cord**
 - a. 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.
 - b. 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.
 - c. 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.
3. **Furnishings**
 - a. 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.
 - b. The following appliances are provided: dishwasher, microwave, refrigerator, stove/range, garbage disposal, and washer/dryer.
 - c. 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.
 - d. Waterbeds and hot tubs are not permitted, nor are traffic/street signs without proof of purchase. University-owned furniture may not be removed from dens/study spaces/lounges to be used in student rooms.
4. **Holiday Decorations** - Residents are expected to follow the guidelines for winter holiday decorations that are published in the Frederiksen Court newsletter.
5. **Painting and Wall Papering** - Residents are not permitted to paint or wallpaper in Frederiksen Court apartments.
6. **Satellite Dishes** - Satellite dishes are not permitted.
7. **Trees** - Cut trees (e.g., Christmas trees) are not permitted.
8. **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.

X. Roommates

1. 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.
2. **Accommodating a Roommate**
 - a. 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.
 - b. You will be expected to respond positively to a new roommate.
 - c. Failure to positively 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.

- 3. 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.
- 4. 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.

Y. 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.

Z. Smoking

- In accordance with the law of the state of Iowa, 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 only permitted inside those buildings only.

AA. 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 in or around the residence halls.

BB. 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.
- You are also responsible for the upkeep of your living area. A house or hall may be charged a fee for 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 hallways, dens, and bathrooms, and moving furniture back to its original location.
- 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.

CC. 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, assault rifle, 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.
- 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).
- Residents may possess knives, designed for cooking purposes, which have blades exceeding five inches.

DD. Windows, Window Screens and Ledges

1. 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.
2. 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.
3. 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 department of Residence staff, 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 Dollar\$, 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/>.