

## 2010-2011 Policy Handbook for RESIDENCE HALLS

Revised: July 2010

This document covers fall 2010, spring 2011 and summer 2011. Significant changes from 2009-2010 appear in **yellow**.

**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. The unlawful use, possession, sale, delivery or distribution of marijuana or any narcotic drug, medicine, chemical compound or any other controlled substance is subject to university judicial action and may result in removal of the resident from the residence halls. If a university official suspects you are violating this policy, this is grounds for a hearing.
- 5. 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.
- 6. 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 the **Thielen Student Health Center** 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 (section I.A.5.c).
  - 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 [housing@iastate.edu](mailto:housing@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 and security cameras, 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.
  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.
  3. Building exterior entrances and elevators are monitored by security cameras. Footage will be used in University judicial cases and will be provided to authorities for use in criminal cases.
- F. Check-In, Check-Out, and Assignment 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 your designated location hall desk.
    - ii. Obtain room keys and a Residence Hall Room Inventory and Condition Report.
    - iii. Complete the Residence Hall Room Inventory and Condition Report and return it to your hall desk within 48 hours. This card serves an inventory of the contents / condition of your room at the time of 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 the steps outlined below and/or failure to check-out by the assigned deadline will result in continued accrual of housing and dining fees, a \$50 improper check-out charge, lock change charges and/ or cleaning and maintenance charges
  - c. To properly check out you must:
    - i. Notify your CA of your pending check-out date and time at least 24 hours in advance.
    - ii. Remove all your possessions from your room and thoroughly clean prior to your check-out appointment. This includes but is not limited to:
      - Sweep and wash uncarpeted floors
      - Vacuum carpeted floors
      - Wash walls
      - Wash inside dressers and desk drawers
      - Dust fixtures and window sills
      - Empty trash
    - iii. Meet with your CA for room inspection.
      - If your CA is not available, go to your hall desk and inform the staff you are ready to check out. The hall desk staff will attempt to contact another CA in your building to assist you. If a CA is not available, you may request to check out without being present for the room inspection.
      - If your CA is not available and the hall desk is closed, call the CA on duty for assistance.
    - iv. The CA will:
      - Inspect your room for damages and cleanliness
      - Record the condition of your room on your Residence Hall Room Inventory and Condition Report
      - Return your keys to your CA or the Hall Desk.
    - v. You will:
      - Provide a forwarding address
      - Sign and date the Residence Hall Room Inventory and Condition Report

**5. Check out at end of fall 2010 semester**

- a. Non-graduating residents **WHO HAVE CANCELLED** the spring portion of their contract must check out by 3 p.m. Saturday, December 18, 2010.
- b. Graduating residents **WHO HAVE CANCELLED** the spring portion of their contract must check out by 6 p.m. Saturday, December 18, 2010.
  - 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.
- c. Failure to check-out according to proper procedure (section I.F.4) or by the above specified deadlines will result in continued accrual of room and board through the date of check out plus a \$100 administrative charge. If you remain enrolled at ISU, penalties may apply.
- d. Residents **WITH** a spring 2011 contract are not required to check out.

**6. Check out during Winter Break**

- a. Following the end of the fall 2010 semester, check-out is to be completed by the dates indicated in section I.F.5.
- b. Beginning **Sunday, December 19, 2010**, check out from a closed residence hall will result in a **\$20 per hour charge**. Access and/or check out will be regulated by the availability of staff. Contact the CA on duty for assistance.

**7. Check out at end of spring 2011 semester**

- a. Non-graduating residents **WITHOUT** a summer 2011 contract must check out by **3 p.m. Saturday, May 8, 2011**.
- b. Graduating residents **WITHOUT** a summer 2011 contract must check out by **6 p.m. Saturday, May 8, 2011**.
- c. Residents **WITH** a summer 2011 contract will receive information from the DOR Administrative Office regarding checking out of your current room and checking into your assigned summer room.

**8. Check out at end of summer 2011 semester**

- a. Residents **WITHOUT** a fall 2011 contract must check out by 3 p.m. Saturday, August 6, 2011.
- b. Residents **WITH** a fall 2011 contract will receive information from the DOR Administrative Office regarding checking out of your current room and checking into your assigned summer room.

**9. Abandoned Property** - 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.

**10. Lock Change and Key Replacement Costs** - 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

**11. Assignment Changes**

- a. All assignment changes are initiated, by the resident, using AccessPlus.
  - i. The DOR does not maintain waiting lists.
  - ii. Residents must have an assignment before a change can be made.
  - iii. The ability to make a change is dependent upon individual eligibility and the spaces available.
    - If a specific vacancy does not show in AccessPlus, it is either not vacant or the resident is not eligible.
  - iv. Under no circumstances will the DOR move one resident based on the request of another.
- b. For changes initiated during the semester, once a new assignment has been selected, the resident will have 72 hours to complete the change, including proper check in to the new space (section I.F.3) and proper check out of the old space (section I.F.4).
  - i. Residents unable to meet the 72 hour deadline must contact their hall director for an extension.
  - ii. Failure to complete a room change within 72 hours will result in release of the room reservation.
- c. For changes initiated for a future semester, check-in / out information and deadlines will be communicated via email and/or AccessPlus by the DOR

i. Failure to follow these instructions may result in release of the room reservation and administrative charges.

d. Assignment changes will not be available during the following time periods:

i. The start of each semester to allow all residents the opportunity to move in.

ii. The end of each semester to allow residents the opportunity to focus on exams and move-out.

e. Within suites in Buchanan Eaton and Martin halls, any change from one bedroom to another must be initiated using AccessPlus.

i. Follow instructions for check in (I.F.3) and check out (I.F.4) above.

ii. Residents must maintain possession of the keys to their assigned room.

## G. Cleaning and Upkeep

1. **Room** - Residents are responsible for maintaining cleanliness, sanitary conditions, and safety conditions of their rooms / suites, including appliances (Wallace only), common living areas and private bathrooms. 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. **Common Areas** - Residents are collectively responsible for the conditions of the common areas. 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.

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

## I. 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.

## J. 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 Schilleter-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.

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

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/detectors, 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.

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

1. The guest/visitation policy is gender-neutral. You and your roommate(s) are the only ones permitted to live in your room. Guests are permitted from 7:00 a.m. to 1:00 a.m. Monday-Friday, and at any time on Saturday and Sunday. Accompanied guests are welcome at any time in designated common spaces such as house dens, kitchenettes, computer labs and study areas.
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.
3. Roommates can agree to change any aspect of the guest/visitation policy as stated above by completing a Roommate Agreement. In all cases, overnight guests may stay with the approval of the roommate(s) for a maximum of three (3) consecutive nights. Overnight guests are not allowed during semester break. The Roommate Agreement must be completed, signed and filed with the CA before it goes into effect. The Roommate Agreement can be re-negotiated as necessary. All guests must be respectful of roommate's rights. Violation of the Roommate Contract may be handled through the judicial system.

4. Houses can agree on a more restrictive visitation policy by voting in the same manner as would be done for house policies (section I.P).

**O. Hall/House Names** - Designs for hall/house signs, elevators, murals, and T-shirts must be submitted to the hall director for approval. No use of the hall/house name is permitted without prior approval of department staff.

**P. House Policies** - Each house has the responsibility to establish policies for Quiet/Study/Courtesy hours, Guest/Visitation and use of Incense. Students and guests will be held responsible for following house policies as they are established in each house. Failure to adhere to house policies may result in disciplinary action.

### 1. Policy Guidelines

a. Policies established by individual houses must follow these guidelines:

i. The policies will be written and voted on within the first 30 days of fall semester.

ii. The policies will be established by a secret ballot vote. Each policy must have the approval of an 80 percent majority of all residents assigned to the house at the time of each vote.

iii. A new vote on house policies will be taken at the request of any house member.

iv. Each policy must be approved and signed by the hall director.

v. Copies of currently approved house policies must be posted on the house bulletin board at all times throughout the year.

vi. Copies must be filed with the community advisor (for posting), hall director and neighborhood legislative body.

vii. Any house not following the above guidelines will not have house policy privileges until the guidelines have been met.

b. Special interest housing (Learning Communities, theme houses) may have policies that are unique to the living option. In order for members of the house/hall to fully benefit from the experience of living in a special interest housing/hall, you and your guests must follow the house/hall policies. You must inform your guests of the policies.

### Q. Incense

1. The presence of offensive odors, as determined by affected hall residents, is prohibited.
2. Stick and cone incense are allowed, but if anyone is bothered by it, it is considered an offensive odor.
  - a. Marijuana-scented incense is not allowed in the residence halls.
3. Those refusing to stop burning incense when it has been noted as an offensive odor will be referred to the hall director.
4. Your house may set a house policy that does not allow incense by voting in the same manner as would be done for house policies (section I.P).

**R. 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.

**S. Items Left in Hallways, Dens, Stairwells or Elevators** - The placement of personal items, including department-provided student room furnishings, is prohibited in the hallway, house den, stairwells, or elevators.

### T. 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 2010, the DOR will no longer issue building keys, so you must have an access card to enter your assigned building. Beginning fall 2010, 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 2009.
  - ii. Students who attended Orientation summer 2010 were issued the Dual Tech card.
  - iii. Beginning fall 2010, only the Dual Tech card will be issued.
3. If you temporarily misplace your keys/access card, notify your CA or Hall Desk 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 (section I.F.10).
    - 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 Hall Desk immediately for safety and security. You will be issued a temporary replacement key/access card as outlined in section I.U.3.
  - 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.F.10).

**U. 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.

#### **V. Missing Persons**

1. If University staff have sufficient cause to believe a student is missing they will notify the Iowa State University Police. For the purpose of this policy a student is considered missing when
  - a. The student's whereabouts are unknown (and unexplained) for a period of time that would be unusual, suspicious or of concern by people familiar with the students plans, habits or routines.
  - b. If the student is under the age of 18 the custodial parent will be notified.
2. At the time that a student initially registers for classes or is accepted as a resident in university housing, the student will be given an opportunity to designate an emergency contact in the event the student is missing. This information can be updated at any time by the student.
  - a. Students will be provided confidential means to designate such individuals and to update their designations using the Emergency Contact Information page contained on the ISU Access Plus website: <https://accessplus.iastate.edu/> which contains a special section for students to provide missing person contact information.
  - b. The Missing Person contact information will be maintained by the university as a confidential student record and will be accessible only to authorized university officials and may not be disclosed, except to law enforcement personnel in furtherance of a missing student investigation

**W. 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.

#### **X. Quiet/Study/Courtesy Hours Policy**

1. Courtesy hours are in effect 24 hours per day to help create an environment in which students can successfully pursue their academic studies. Noise from stereos, TVs, musical instruments, and conversations should be kept to levels that will not interfere with other residents.
2. Quiet/study hours are designated times when noise should be kept to a minimum. These hours are maintained to help provide an environment in which students can succeed personally and academically. The minimum acceptable quiet/study hours are listed below:
  - a. Sunday–Thursday 11 p.m.–8 a.m.
  - b. Friday–Saturday 2 a.m.–9 a.m.
3. Houses may set additional quiet/study hours that are enforced by residents and staff (section I.P).

4. Extended quiet/study hours will be in effect during Dead and Finals Weeks. A study break, not to exceed one hour, may occur between 9 p.m. and 10 p.m. daily during those weeks, except for the Saturday right before finals week in which the house may allot a 4 hour block of time ending before 10 p.m. for a study break. Each hall will determine, within these limits, when its study break will be. During the study break, all policies will be enforced; noise should not exceed levels deemed acceptable during courtesy hours. Each house will post its approved quiet/study hours policy.
5. You are responsible for helping to enforce quiet/study hours. If noise is problematic for you, ask the individual involved to be quieter. Students who are asked to make less noise are expected to do so. If the problem persists, contact your CA or the CA on duty. Anyone may document policy violations. For information on the documentation process, talk to your CA or hall director.
6. Check with your CA or hall desk for the location of music practice rooms in your residence neighborhood.

## Y. 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. 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.
  - d. 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.
  - e. 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 note 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.

## Z. Room Personalization

1. **Air Conditioners** - Residents are not permitted to use or install their own window air conditioner units. Residents are permitted to use a freestanding, evaporation type, room cooler if the unit does not require ventilation to the outdoors and does not draw more than 3.5 amps.
2. **Bunks/Lofts**
  - a. In all residence halls, a bed is provided. It is recommended that you use only the bed provided by the university.
    - i. **Bunks.** Some metal frame furniture cannot be bunked.
    - ii. **Lofts.** If your room is provisioned with a loft bed, you may not substitute your own loft.

- b. Some rooms are provisioned with a loft bed. If you choose to provide your own bunk or lofted bed, the university assumes no liability and you are fully responsible for any injury or damages that may occur. You will be required to sign a waiver of liability agreement if you have a bunk bed or a loft bed, whether it is your own or provided by the university.
- c. If you choose to provide your own bunk or lofted bed, the structure must follow these minimum standards:
  - i. Be 36 inches from the bed platform to the lowest part of the ceiling;
  - ii. Be 24 inches from any smoke detector or sprinkler head;
  - iii. Be freestanding;
  - iv. Not be attached to any wall, ceiling, or furniture;
  - v. Have an installed ladder made of metal or wood construction (other furniture may not be used as a step stool);
  - vi. Have an installed side rail designed to prevent you from rolling out of the bed. The top of the safety rail must be 5 inches above the top of the mattress;
  - vii. Not be wider than the size of one student mattress;
  - viii. Be constructed of metal or wood. Fabric cannot be suspended from or around the loft;
  - ix. Not restrict exit from any portion of the room or be a safety hazard to persons walking around the room;
  - x. Allow the door to open perpendicular to the door opening, and at least 22 inches must be allowed for exiting from any interior room arrangement.
  - xi. Be used solely for holding one student mattress.

**3. Candles and Open Flames** - For safety reasons, candles and other open flame devices are not permitted in the residence halls or apartments.

#### **4. Ceilings in Wallace-Wilson**

- a. There is a small amount (5%) of asbestos encapsulated in the ceilings in Wallace-Wilson. This presents no danger AS LONG AS THE CEILING IS NOT DAMAGED.
  - i. Nothing should come in contact with the ceiling. This includes posters, stars, lights, cords, tape, lofts, etc.
  - ii. All lofts must be freestanding. No part of a loft should come in contact with the ceiling.
  - iii. Department of Residence and Environmental Health and Safety staff members will periodically inspect all rooms for compliance and damage (section Z).
  - iv. Damage to a ceiling requires repair by a contractor who specializes in asbestos repair. You will be assessed all costs for repair which are likely to exceed \$1000.

#### **5. Electrical Appliances and Cords**

- a. 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.
- 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. Smoke or fog machines may not be used anywhere within the residence halls.
- d. Surge protectors should be used in rooms. The use of extension cords is not permitted. If student electrical use within the room causes electrical malfunctions (blowing fuses), you may be asked to rearrange or remove items.

#### **6. Furnishings**

- a. Each resident is provided the following furniture: bed, desk, chair, clothing unit (typically a dresser and/or wardrobe), and waste basket. You may bring extra furnishings, such as a chair or couch.
- b. Empty and/or filled kegs are not allowed as room furniture.
- c. Waterbeds and hot tubs are not permitted
- d. Traffic/street signs are not permitted without proof of purchase.
- e. University-owned furniture may not be removed from dens/study spaces/lounges to be used in student rooms.
  - i. Costs of missing or broken furniture will be charged at the full replacement rate.

**7. Material on Doors** - The display of material on the exterior of room doors is subject to the conditions of the Inter-Residence Hall Association Door Policy. Copies of this policy may be obtained from the Inter-Residence Hall Association (IRHA) Website: <http://irha.us>.

#### **8. Painting and Wall Papering**

- a. You may paint your room (except in new or recently renovated buildings) if it was not painted during the summer prior to the current academic year.
- b. If your room is in need of painting, the department will provide the paint free of charge. Only paint provided by the department may be used. Contact the Service Center (294-3322) for details.

- c. Wall murals are not allowed in student rooms.
  - d. Wall papering is not permitted.
  - e. Copies of the house personalization policy for painting elevators and hallways may be obtained from your CA or hall director.
9. **Satellite Dishes** - Satellite dishes are not permitted.
10. **Trees** - Cut trees (e.g., Christmas trees) are not permitted.
11. **Wall and Ceiling Hangings** - You may put up wall hangings, using an adhesive such as 3M Command Strips, Sticky Tack or poster putty as long as it does not damage the surface of the wall or **leave a residue**. To prevent damage to the room and its furnishings, nails, screws, and tacks are not to be used.

#### AA. Room Use

1. 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.
2. You are not permitted to sublet or assign your room.

#### BB. 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. Living in the residence halls is a community living experience where all members have certain rights and responsibilities. Since the members of a residence hall community are unique individuals with different perceptions and values, the interpretation of these rights and responsibilities can sometimes conflict. When conflict between members of a residence hall community occurs, it is important to address the conflict rather than let it escalate. While resolving conflict is not easy, it can lead to understanding, respect among community members, and help build a positive living environment. In order to encourage resolution of conflict by the individuals involved, the Resident Consideration Policy was established.
  - a. A resident is expected to be the first person to handle the situation when his/her or the community's rights are being violated.
  - b. If, after addressing the inappropriate behavior of another individual, he/she does not attempt to alter his/her behavior then the resident should take steps to visit with his/her CA and work out alternatives
3. **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 of room rent.
4. **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.
5. **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.

#### CC. Selling and Soliciting

1. 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).
2. 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.
3. 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.

#### **DD. Smoking**

1. 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:
  - a. In SUV, smoking is allowed in a limited number of SUV apartment buildings. Smoking is only permitted inside those buildings only.

**EE. Sporting Activities** - Due to safety and facility concerns, the riding of skateboards, skates, and bicycles is prohibited in the residence halls. Water fights and throwing Frisbees, balls, or other objects is also prohibited in or around the residence halls.

#### **FF. Trash and Recycling –**

1. **Trash** - You are responsible for removing trash from your room. Trash should be disposed of in the trash chutes (where applicable) or in the dumpsters provided outside of the buildings. Disposal of items that are too large to fit into the dumpsters is the responsibility of the resident. Hot charcoals may not be placed in the trash.
2. **Recycling** - Residents are encouraged to participate in their community's recycling program, following that community's procedures which include using the appropriate containers, not contaminating those containers and keeping the recycling area clean and safe.

#### **GG. Vandalism and Damages**

1. 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.
2. 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.
3. 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.
4. Residents are encouraged to report vandalism, as well as any information that could help identify the responsible persons.

#### **HH. Weapons**

1. 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.
2. 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.
3. 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).
4. Residents may possess knives, designed for cooking purposes, which have blades exceeding five inches.

#### **II. 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.

**B.** 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.

**C.** 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. The following violations are considered significant violations of community standards and would normally result in a student's suspension for university residence halls and apartments.

1. Harassment, including verbal or physical assault/abuse Conduct that threatens or endangers the health and safety of others
2. Possession of firearms
3. Arson, tampering with the fire alarm system
4. Possession/selling/ manufacturing of drugs

**D.** 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.

**E. 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/>.