

DEPARTMENT OF RESIDENCE (DOR) CONDUCT POLICIES

Last Updated 08/23/19

In addition to the DOR Conduct Policies described below, all ISU students are expected to be knowledgeable of, and abide by, the University's Student Disciplinary Regulations. All students are responsible for knowing and adhering to these standards. Any violation of the policies may result in disciplinary action. For more information on the ISU Student Disciplinary Regulations go to: <https://www.studentconduct.dso.iastate.edu/>.

ALCOHOL AND CONTROLLED SUBSTANCES

All state, federal, and local laws and University policies pertaining to alcohol, tobacco, marijuana, and other drugs, including controlled substances, apply to on-campus residents and their guests.

❖ Alcohol

- 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 21 years of age.
- Residents and their guests will be responsible for behavior as a result of alcohol consumption.
- Residents under 21 years of age
 - Residents under 21 years of age may not possess, transport, or consume alcoholic beverages.
 - Residents under 21 years of age may not have a guest (regardless of the guest's age) who consumes or possesses alcoholic beverages in their room/apartment.
 - Residents under 21 years of age may not possess alcoholic beverage containers (empty or full) in their rooms/apartments, including containers used as decoration.
- Residents 21 years of age and older
 - Only residents and their guests who are 21 years of age or older may possess and consume alcoholic beverages in their rooms/apartments.
 - Alcohol in open containers may not be consumed or possessed anywhere outside a student room/apartment, including hallways, courtyards, public areas, community centers, and other University grounds. Balconies and patios are considered to be inside the apartment.
 - Residents 21 years of age and older may possess and consume alcohol in their room/apartment regardless of the age of their roommates.
 - Alcoholic beverages must be in their original, unopened containers when transported within the residential facilities. Containers of alcohol larger than one gallon (including, but not limited to kegs) are not permitted.

❖ **Drugs, Other Controlled Substances** – The unlawful use, possession, manufacture, sale, delivery, or distribution of any controlled substance, narcotic drug, medicine, or chemical compound is subject to University disciplinary action and may result in removal of the resident from on-campus housing. NOTE, marijuana, even for medical use, is considered a controlled/ illegal substance per federal law and is prohibited on University property.

❖ **Smoking** – In accordance with Iowa law, smoking is prohibited on all University grounds and in all University-owned or operated buildings, residence halls and apartments, including apartment

balconies and patios. This policy includes vaping and the use of electronic smoking devices.

❖ **Substance Free Housing**

- Maple and Eaton Halls, and Lincoln, Palmer, Pennell, Lowe, and Stange Houses in Friley Hall are substance-free areas. Use of substances, including alcohol, tobacco, and illegal drugs, are prohibited to all students in these areas, regardless of age.
- Residents found responsible for violating the University alcohol policy, including first offenses, will be removed from the substance-free living environment depending upon the severity of the violation. If there is no space available for relocation, an alternate sanction will be determined.

ANIMALS

❖ Animals, including visiting animals, are prohibited in on-campus housing with the following exceptions:

- Fish:
 - Registration and prior approval are not required for fish.
 - Non-dangerous fish are permitted in all residence halls and apartments, limited to one aquarium with appropriate equipment, per contracted resident.
 - The maximum aquarium capacity allowed is 30 gallons per room. Aquarium gravel must not be disposed in toilets or drains.
- Pet: any animal kept for ordinary companionship.
 - Pets are permitted ONLY in University Village buildings 121 – 125 and 145 – 163 and Schilletter Village buildings 11 – 16.
 - Documentation and prior approval are required for all pets.
 - Residents are permitted a MAXIMUM of two (2) pets per APARTMENT.
 - Service Animal: A dog or miniature horse that is trained, or in the process of being trained, to do specific work or perform tasks for the benefit of a person with a disability, including but not limited to physical, sensory, psychiatric, intellectual, or other mental disabilities. The specific work or tasks performed by the service animal for the benefit of the individual must be directly related to the individual's disability.
 - Service Animals are generally permitted to accompany the individual with a disability to University facilities where members of the public, students, staff, and faculty are allowed to go.
 - The University may ask the individual with a disability to remove a Service Animal from any of its facilities if: (1) the Service Animal is out of control and the individual with a disability does not take effective action to control it; and/or (2) the Service Animal is not housebroken. The University may also ask the individual with a disability to remove a Service Animal from any of its facilities if the use or presence of the Service Animal poses a direct threat to the health or safety of others or if the animal's behavior, such as barking, is unreasonably disruptive to the other participants within the facility.
 - The University may impose legitimate health or safety requirements on the presence of a Service Animal that are necessary for safe operation of its facilities. There are some

facilities, or areas within facilities, that are not safe for the presence of Service Animals.

- Students seeking to have a Service Animal reside in University housing must:
 - ◆ Submit a Housing Accommodation Request Form to DOR.
 - ◆ Students will be required to work with their veterinarian to provide documentation verifying the animal has a clean bill of health and current vaccinations.
- Generally, only one Service Animal will be assigned per University housing unit.
- Emotional Support Animals: Animals providing emotional support, well-being, or comfort that mitigates one or more functional impacts or effects of a person's disability.
 - Emotional Support Animals may be considered for access to University housing, but are not permitted inside other University buildings (e.g. libraries, academic buildings, classrooms, labs, etc.).
 - Students seeking to keep an emotional support animal in their University housing must follow the guidelines set forth in the Housing and Dining Accommodation Request Form and Animals in Residence Agreement Form.
 - Approved Emotional Support Animals may accompany their owner to any location within the owner's assigned residence to which the owner has access.
 - Generally, only one emotional support animal will be assigned per University housing unit.

❖ **Owner Responsibility**

- Owners must abide by current city, county, and state ordinances/laws/regulations pertaining to licensing, vaccination, and other requirements for animals (It is the individual's responsibility to know and understand these ordinances, laws and regulations)..
 - Animals must display CURRENT identification and vaccination tags at all times.
- Owners must abide by all policies and regulations in this document, the current Housing Contract Terms and Conditions, and the University Policy library.
- It is encouraged that all dogs go through obedience training.
- Owners must maintain control of their animal at all times.
 - Animals must be under the control of their owners/handlers at all times and must have a harness, leash, or other tether. If the use of a harness, leash, or other tether would interfere with the performance of the work or tasks performed by a Service Animal or is impractical because of an individual's disability, a harness, leash, or other tether may not be required. However, in that case, the individual must be able to control the Service Animal by other effective means such as voice controls or signals.
 - Loose animals are subject to capture and confinement (by ISU Police, Ames Police, or Ames Animal Control Services) and immediate removal from university housing.
- Owners are required to ensure the animal is well cared for at all times. Any evidence

of mistreatment or abuse may result in immediate removal of the animal and/or disciplinary action for the owner.

- Roommates are not responsible for the care or maintenance of their roommate's animal.
- Animals may not be left in housing overnight to be cared for by someone other than the owner. If the owner is absent from their residence overnight or longer, the owner must take the animal with them.
 - When absent from their assignment for short periods, such as class, the animal must be restricted to the owner's assigned bedroom. If the owner is in a shared bedroom, the animal must be restrained in a carrier/crate so as to protect the belongings of any roommate(s).
- Owners are responsible for ensuring that the volume of their animals is not disruptive to other residents. This includes barking, whining, meowing, squeaking, squawking, talking, etc. Animals deemed disruptive to other residents are subject to removal from University housing.
- Owners are responsible for ensuring their animals are house trained prior to bringing the animal into residence.
 - Cats must be litter trained and dogs are to be taken outdoors, to a grassy area, for urination/defecation.
 - Animal feces must be disposed of properly. Owners must remove feces from University property/grounds, dispose of it in a plastic bag, and then place that bag in outside garbage dumpsters. Cleanup must occur IMMEDIATELY.
 - Cat litter, small animal bedding, etc. must be bagged and disposed of in outside garbage dumpsters.
- The owner will take all reasonable precautions to protect the property of the University and the residents. All liability for actions of the animal (bites, scratches, damages to property, nuisance barking etc.) is the responsibility of the owner.
 - If a pet attacks/bites anyone or is determined by appropriate University Staff to be dangerous, abandoned, neglected, or a nuisance the animal is subject to immediate removal from the community.
 - Residential laundry rooms are not to be used for cleaning animal bedding or clothing. Owners wishing to wash these items should visit a commercial laundry facility off-campus or take the items home.
- DOR maintains the right to conduct inspections for fleas, ticks, or other pests. If any are found, the space will be treated – at the owner's expense – using approved fumigation services by a university-approved pest control service.
 - The owner will be required to remove the animal from residence and will not be permitted to bring the animal back until such time that they have submitted written verification that the animal has been treated and is pest free.
- The owner will be responsible for any damage caused by the animal to University property. Any charges related to damage by the animal will be applied to the owner's University bill.

BATHROOMS/RESTROOMS

- ❖ In the Residence Halls, communal bathrooms will remain locked at all times. Residents are issued keys to the bathroom in which they have access. Charges will be assessed for repair costs related to a lock tampering/disabling.

BUILDING ACCESS AND SECURITY SYSTEM

- ❖ Your personal safety and the protection of your possessions require a joint effort between you and the University. Any behavior that jeopardizes the safety of residents or staff 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”; activating emergency alarms in elevators; jamming a door to prevent it from opening or closing; tying doors shut; taping open locks or altering, loaning, or duplicating University keys/access cards (section I.P.).
- ❖ Residents are encouraged to keep their doors locked.
- ❖ Any situation that you believe is unsafe, i.e. any security or safety hazards, should be reported to a Community Adviser, Hall Director, or Apartment Community Manager as soon as possible. For safety reasons, windows and doorways may not be obstructed.

DAMAGES, VANDALISM, UPKEEP, AND NEGLECT

- ❖ You will be held responsible for damages to DOR 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 sanctions, as well as charges for replacement or repair of the damaged property. A list of common damages and associated charges is available on the DOR web site. You are encouraged to report vandalism and any information that could help identify the responsible persons.
- ❖ In the event of damages to any part of a building, including furnishings, the DOR reserves the right to assess students’ U-Bills for replacement/repair costs. Prior to billing, the DOR will notify residents of its intent to assess charges and will make reasonable attempts to identify the person(s) responsible for the damage.
 - If the responsible person(s) is identified, only those individuals will be assessed the cost of the damages to their U-Bills.
 - In the Residence Halls, if the responsible person(s) cannot be identified, charges will be assessed as follows:
 - If the damage is limited to a particular House and the cost of the damage is less than the balance of the House account, the charge will be assessed to the House account.
 - If the damage is limited to a particular House and the cost of the damage exceeds the balance of the House account the charge will be split and assessed to the U-Bills of individual House members.
 - If the damage is in the common area of a building not associated with a particular House, the charge will be split and assessed to the U-Bills of all building residents.
 - In Frederiksen Court, Legacy, and Schilletter-University Village, if the responsible person(s) cannot

be identified, charges will be assessed to the U-Bills of residents in the impacted apartment/building.

- ❖ You are responsible for maintaining cleanliness, sanitary conditions, and safety conditions in your room/suite/apartment.

DISRUPTIVE BEHAVIOR

- ❖ Disruptive behavior in or around the residence halls/University apartments is not permitted. Disruptive behavior includes any of the following:
 - Behavior that unreasonably interferes with the normal functioning of a residential facility or unreasonably impedes the rights of students or staff is prohibited. This includes but is not limited to:
 - Behavior where the safety of participants, other students, staff, or property is compromised; lewd or indecent behavior; or where the actions of a person or group require the response of a housing staff member or other university employee.
 - Threatening, intimidating, or endangering the health, safety, or welfare of yourself or a member of the University community; and/or
 - Engaging in inappropriate behavior that necessitates an additional response from campus or city personnel.
 - Public nudity, urinating in public, screaming or yelling, and sexual activity in common areas.

FAILURE TO COMPLY

- ❖ You are expected to comply with the directives of DOR staff/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 DOR staff/University official, falsely identifying yourself or your guests, providing false information or obstructing an investigation.
- ❖ Failure to comply with a judicial sanction will result in additional conduct charges. and sanctions.

FIRE SAFETY

- ❖ Tampering with alarms or fire equipment is prohibited. This includes:
 - removing of batteries from smoke alarms/detectors,
 - removing detectors
 - covering 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,
- Or tampering with fire doors or Knox boxes (small boxes attached to the exterior of the buildings).
- ❖ Students shall not attach any item to a fire suppression device or system (e.g., sprinkler system) at any time for any reason. Sprinkler heads and piping shall be free and clear at all times from items such as lights, fans, clothing, posters, towels, and other obstructing objects. Students shall not, at any time, attempt to modify or obstruct the function of the sprinkler system by any means.
 - Should a sprinkler be set off due to any of the prohibited activity discussed above, the resident will be responsible for all costs, including damages, repair, or replacements, associated with the incident.
- ❖ Covering burners and vents on the gas stoves in Schilleter-University Village is prohibited for fire and safety reasons.
- ❖ Everyone must evacuate the building immediately when a fire alarm sounds. Follow posted procedures for fire evacuation. You may reenter the building only when fire department staff gives permission to do so. You are expected to participate in fire drills to familiarize yourself with building evacuation procedures.
- ❖ Violations of this policy may lead to immediate removal from the residence facilities and cancellation of the housing contract.

FURNITURE

- ❖ You are responsible for the care and condition of all furniture provided to you in your residence hall room/apartment.
- ❖ University-owned furniture may not be removed from common areas to be used in resident rooms/apartments.
- ❖ University-owned furniture may not be relocated from one resident room/apartment to another or moved into common areas. All furniture provided must remain in the room/apartment at all times.
- ❖ The feet/legs/bottoms of all furniture must remain on the floor at all times and may not be stacked or raised onto platforms.

GUESTS

- ❖ Only those residents contracted for and assigned to a specific room/apartment are permitted to live there.
- ❖ A guest must abide by all policies of Iowa State University (ISU), the DOR. You are responsible for informing your guest of all policies. The guest and host are mutually responsible for the conduct of the guest.
- ❖ All guests must be respectful of all roommate and community member rights.

- ❖ Residents may have overnight guests in their room subject to the following limitations:
 - Overnight guests are only allowed with the consent of other roommates. Visitation or overnight guests of one roommate should not infringe on the rights or access of other roommates.
 - The stay of the overnight guest(s) may not exceed three (3) consecutive nights and may not exceed six (6) nights in one month.
 - University staff reserves the right to require a guest to leave if University policies and/or residence hall policies are violated or if complaints are received from members of the floor/hall community.
 - The privilege of having guests may be revoked if the privilege is abused or residence hall or University policy violations occur involving the guests.

KEYS AND LOCKS

- ❖ You may not give your key/access card to another individual to use.
- ❖ You may not have duplicate keys/access cards made.
- ❖ You may not disable or install a lock on any door. Only the DOR has the authority to change or install locks in University operated/owned housing.

LOFTS

- ❖ The DOR provides lofted beds in all residence hall rooms and the majority of Frederiksen Court apartments.
 - You may maintain your bed as lofted or you can, on your own, unloft or bunk your bed.
 - Your bed must be returned to its' lofted state at the time you check-out.
 - You are required to sign a waiver of liability agreement at the time you check-in.
 - You are not permitted to substitute your own personal loft.
- ❖ If you live in a Frederiksen Court apartment where a captain's bed is provided, lofted beds are not available, and you are not permitted to substitute your own personal loft.
- ❖ If you choose to keep your bed lofted or to bunk your bed, you must follow these minimum standards.
 - All parts of the bed and mattress, not including the side rail, must be 24 inches from any smoke detector or sprinkler head.
 - The loft/bunk must be freestanding and not attached to any wall, ceiling, or furniture.
 - You must use a DOR provided ladder – either installed as part of the bed end or freestanding – to access your loft/top bunk. Other furniture may not be used for this purpose.
 - You must use a DOR provided side rail designed to prevent you from rolling out of the bed. The top of the side rail must be 5 inches above the top of the mattress;
 - You are not permitted to position your bed in a way that:
 - restricts exit from any portion of the room or provides less than 22 inches of space for

- exiting;
 - prevents the room door from opening fully or obstructs windows; or
 - creates a safety hazard to persons walking around the room.

PROHIBITED ITEMS

The following items are prohibited in all residence room/apartments:

- ❖ Air Conditioners;
 - You 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 3.5amps
- ❖ Allergen House
 - Residents, guests, and visitors to Coov-Lace House (Allergen restricted location) are prohibited from bringing specific items into Coov-Lace House. The specific items prohibited may be viewed on the Coov-Lace House webpage [link]. Individuals found responsible for bringing prohibited items into Coov-Lace may be removed from the community and/or assessed another appropriate sanction depending upon the severity of the violation, the number of violations, and/or intent.
- ❖ Candles, Open Flames, and Incense – For safety reasons, candles with wicks and other open flame devices and incense are not permitted. Wickless candles/warmers are permitted.
 - Students may observe holidays or special celebrations with the use of candles/incense by making arrangements with the Hall Director/Apartment Community Manager. The use of the candles/incense will be in a designated location and time as part of the approved observance.
- ❖ Cut trees (e.g. Christmas trees);
- ❖ Electrical Cords – Power strips with surge protectors should be used in rooms/apartments. If your electrical use within a room/apartment causes electrical malfunctions, you may be asked to rearrange or remove items.
- ❖ Empty and/or filled kegs;
- ❖ Flammable/toxic fluids, chemicals, or gases;
- ❖ Grills: In the apartment areas, gas grills, charcoal grills, and smokers are permitted on patios only. These items are prohibited within the apartment, on the balconies, and in garages.
- ❖ Halogen torchiere lamps;
- ❖ Hot tubs;
- ❖ Light fixtures, ceiling fans, or other electrical appliances may not be hung/installed on ceilings or walls;
- ❖ Outdoor Furnishings
 - Only outdoor equipment/furniture that is weather-resistant and commonly sold as lawn/patio furniture may be used on balconies/patios.

- Resident-owned swing sets are not allowed.
- You are responsible for keeping the yard areas free of garden hoses, children’s toys, wading pools, and other items that would interfere with the upkeep or mowing of lawns. The DOR is not responsible for items damaged by mowing or snow removal
- ❖ Painting, Wall Papering, and Decals
 - Wall papering is not permitted in any room/apartment.
 - Wall murals are not permitted in and rooms/apartments.
 - In Frederiksen Court, you may not paint your apartment walls. If you believe your apartment needs painted, you may submit an on-line Service Request.
- ❖ Personal space heaters;
- ❖ Pets;
 - Any wolf-mix dog is considered a wolf and is therefore prohibited as a non-domestic animal.
- ❖ Satellite dishes and antennas;
- ❖ Smoke and fog machines;
- ❖ Sun lamps;
- ❖ Traffic/street signs (without proof of purchase);
- ❖ Use of dry ice;
- ❖ Use of drones on campus is prohibited unless pre-approved through Facilities Planning and Management;
- ❖ Wall-mount televisions;
- ❖ Waterbeds;
- ❖ 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 conduct hearing.
 - Weapons include, but are not limited to: pistol, revolver, shotgun, assault rifle, rifle or other firearm, Taser, BB or pellet gun (including Airsoft), paintball, bomb, grenade, mine, or other explosive or incendiary device; ammunition; archery equipment; or dagger, knife having a blade exceeding five inches in length, stiletto, switchblade knife, or sword. You may possess knives, designed for cooking purposes, which have blades exceeding five inches.
 - A “weapon” also means an object that is not an instrument capable of inflicting death or injury but closely resembles such an instrument (e.g., a realistic toy, replica, imitation weapon, or look-a-like gun that is reasonably capable of being mistaken for a real weapon) or an object used in a manner that created the impression that the object was such an instrument (e.g., wrapping a hand in a towel to create the appearance of a gun).

QUIET/STUDY/COURTESY HOURS

- ❖ 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 audio systems, TVs, musical instruments, animals, and conversations should be kept to levels that will not interfere with other residents.
- ❖ 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. Quiet/study hours are Sunday–Thursday 11 p.m.–8 a.m. and Friday–Saturday 2 a.m.–9 a.m.
 - Extended quiet/study hours will be in effect during the last two weeks of each semester. 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.
 - 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/apartment community manager.

REFRIGERATORS

- ❖ Refrigerators with the following specifications are allowed: maximum capacity of 4.5 cubic feet, 115 volt, 60 cycles AC, 230 watts, 2 amps (when running). Only one refrigerator or freezer per student is allowed.
- ❖ Freezers or other large appliances with the following specifications are allowed: maximum capacity of 4.5 cubic feet, 115 volt, 60 cycles AC, 230 watts, 2 amps (when running). Only one refrigerator or freezer per student is allowed.

ROOMATE ACCOMODATION

- ❖ Residents may not use space they have not contracted for and must ensure that equitable common area space is available for all roommates.
- ❖ Residents with vacancies in their rooms/apartments must keep the vacant space ready for a new roommate at all times. A clean, clear and equitable amount of space must be available, including bed, closet, desk, and floor space. In locations with bathrooms and/or kitchens, this includes shelves, cupboards, counters, and appliances.

SALES, SOLICITATION, AND DELIVERY

- ❖ In the Residence Halls direct to room-door delivery is not permitted at any time.
- ❖ In Frederiksen Court and Schilletter-University Village, during times that building doors (where applicable) are unlocked, direct to apartment-door delivery is permitted. When building doors are locked, direct to apartment- door delivery is not permitted.
- ❖ Sales and solicitation are not permitted in any on-campus location including going door-to-door.
 - Sales and solicitation is understood to mean any canvassing or solicitation of funds, votes, memberships, literature, signatures, sales or subscriptions, or operating a business. You may not use your room/apartment, campus telephone number, or campus mailbox for any commercial reason.
 - Student organizations wishing to solicit in the halls or apartment communities must be registered with and have the prior approval of the Student Activities Office and the DOR Residence Life Office.
 - All non-student organizations, agencies, businesses, and individuals must receive prior permission from the Student Activities Office and the Residence Life Office and only in non-student room/apartment areas of the 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 they were invited and no other house.

SPORTING ACTIVITIES AND PLAYGROUNDS

- ❖ Due to safety and facility concerns, water fights and throwing Frisbees, balls, or other objects is prohibited in or around the halls and apartments.
- ❖ Roller skates, roller blades, and skateboards are not permitted to be used in any residence hall or apartment.
- ❖ In Schilletter-University Village, inappropriate use of playground equipment, such as standing on swings or climbing on top of structures not designed for such purpose is strictly prohibited. Persons causing any breakage or damage resulting from misuse of equipment on playgrounds shall be charged for its replacement or repair.

TRASH AND RECYCLING

- ❖ Trash - You are responsible for removing trash and recycling from your room/apartment. Trash

should be disposed of in the trash chutes (where applicable) or in the garbage dumpsters provided outside of the building. Recycling should be disposed of in the designated dumpsters provided outside the building. 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.

WINDOWS, WINDOW SCREENS, BALCONIES AND LEDGES

- ❖ For safety reasons, windows may not be obstructed.
- ❖ Screens must be left on windows, and there must be a screen covering all open windows. You may not lean or reach out of windows where screens are not in place.
- ❖ Windows must be closed when you leave during breaks.
- ❖ You are prohibited from:
 - Standing on, sitting on, or leaning over window ledges and balconies.
 - Entering or exiting a building through a window or balcony.
 - Using window ledges or balconies as storage.
 - Throwing items out of windows or off balconies.
- ❖ You will be held liable for property damage and personal injury resulting from items being thrown/falling from windows, ledges or balconies.
- ❖ You are not permitted to access the roof of any residential building at any time.

DISCIPLINARY PROCEDURES

- ❖ As a resident of University housing, you are under the jurisdiction of the DOR and the guidelines published in the Student Disciplinary Regulations. Sanctions imposed by DOR staff or the Office of Student Conduct (OSC) are binding.
- ❖ If you are found responsible for violations of the rules and regulations of the DOR 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 conduct hearing, including possible termination of your Housing and Dining contract and/or suspension or expulsion from the University.
- ❖ Sanctions – The following sanctions may be imposed in all Level 2 cases.
 - **Warning:** A written notice indicating that a violation occurred, and a more severe sanction will occur if the behavior does not change.
 - **Disciplinary Reprimand:** A written rebuke telling the student that their conduct is in violation of Residence rules and regulations.
 - **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.
 - **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.
 - **Restitution:** A requirement to pay the cost of cleaning, repair and/or replacement of property damage incurred during conduct violation, to another student or DOR.
 - **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.
 - **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 conduct sanction letter following formal acceptance of that decision by the DOR. 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.
- ❖ The DOR staff, OSC Administrator, or the Dean of Students may order that a student be immediately removed from university housing when the student's continued presence constitutes an ongoing risk to property and/or to the safety and well-being of other students in the community. The student will receive a written notice stating the reasons for the interim removal and the time and place of the hearing to be held within two business days. The hearing will be before the Dean of Students. At the time of the hearing, the university shall show probable cause why interim removal from university housing is warranted, and the student shall have the opportunity to show why interim removal from university housing is not warranted.
 - The following are considered risks to the safety and well-being of other students in the

community:

- Harassment, including verbal or physical assault/abuse. Conduct that threatens or endangers the health and safety of others
 - Possession of firearms
 - Arson, tampering with the fire alarm system
 - Possession, selling, manufacturing of drugs
- ❖ If your Housing and Dining contract is terminated due to disciplinary action, your prepayment will be forfeited; you will be charged the cancellation penalty for housing and for dining if you opt not to retain your meal plan. You will also be charged the daily rate until you officially check-out. Charges for damages, cleaning, and improper check-out may be imposed.
- ❖ Student Rights
1. Right to due process in the student disciplinary process;
 2. Right to receive a written notice of the alleged student conduct violation;
 3. Right to a student conduct 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 determined;
 9. Right to appeal a final decision;
 10. Right to review student disciplinary file maintained in the Office of Student Conduct.