

**BOWIE STATE UNIVERSITY**  
**Office of Residence Life**  
**2020-2021 RESIDENCE HALL CONTRACT, POLICIES AND**  
**PROCEDURES**

## **INTRODUCTION**

This document and all policies and procedures referenced herein, constitute the Bowie State University Residence Hall Contract for room and board, hereafter referred to as “this **Contract**”. The services described in this contract are being offered to each student under the terms and conditions stated herein. For the purpose of this “contract”, the Office of Residence Life will be identified as “ORL”. This is a legal document binding students to its contents upon acceptance of the terms and conditions herein.

The University hereby grants to the student a revocable license to live on campus subject to the terms and conditions of this contract. The parties agree that, notwithstanding any language to the contrary contained herein, this contract does not constitute the grant of a tenancy or leaseholder to the student and Md. Real Property Code Ann., Title 8 “Landlord and Tenant” does not apply to this contract.

**Before accepting the terms and conditions herein, carefully read and understand this contract. Questions concerning the content of this contract should be directed to ORL before signing.**

University and Residence Life policies, rules and regulations affecting the residence halls are subject to changes and/or additions. Such changes or additions shall be officially announced, posted in each hall and emailed to the resident and this shall constitute actual notice to residents. Changes and additions shall become effective and binding 48 hours after such posting or official announcement.

Living in the residence halls at Bowie State University is a privilege that is based on the student’s acceptance of the corresponding responsibilities. The provisions in this contract and its related policies and regulations are written and enforced to safeguard the resident, the interests of others and to protect everyone from actions considered unacceptable or inappropriate in a residence hall environment.

The residence life program at Bowie State University strives to provide an environment that facilitates the academic, personal and social development of each resident. Accepting the terms and conditions of this contract does not guarantee an individual a room assignment or board plan beyond the term of this contract.

## **ELIGIBILITY**

To be eligible to live on campus, an individual must have and maintain a **minimum 2.0 cumulative grade point average (GPA)**, be enrolled at Bowie State University as a full-time student (taking

12 or more credit hours) and be in good financial and judicial standing. Failure to meet any of these requirements at any point during the academic year may result in the termination of this contract by ORL.

The resident must request in writing to the Director of Residence Life permission for part-time enrollment, **before** they assume part-time status. The Director, at their discretion, may cancel a part-time student's residence hall contract.

The resident may have this contract terminated or be prohibited from returning to the residence halls if they: a) do not meet academic or financial requirements stated herein; b) violate University or ORL policies and procedures; c) exhibit behavior determined by the University to be inappropriate or; d) damage the facility during or at the conclusion of a semester, break period or academic year.

### **STUDENTS REQUIRING SPECIAL ACCOMMODATIONS**

There are limited beds available to accommodate every request. Therefore, priority will be given to individuals who qualify under the Americans with Disabilities Act Amendment Act (ADAA) and Section 504 of the Rehabilitation Act of 1973. Any medical or physical related issues that require special housing accommodations must be brought to the attention of ORL, 60 days prior to the term in which the student will first begin residing in the residence halls if granted an assignment. Individuals requesting special accommodations will need to provide ORL with formal documentation from a qualified health care provider. They will be required to provide appropriate documentation from a physician describing what accommodations will be required. The documentation must have been updated within the past twelve months and supports the need for the accommodation. Modifications of housing will be processed based on the recommendations made by the Coordinator for Disability Support Services, and the individual requesting special accommodations. Please note that providing the university with the required documentation does not guarantee a room or special accommodation request. The Office of Disability Support Services, the University's Wellness Center, and the Office of Residence Life will review situations where the documentation clearly indicates that the accommodation is a medical necessity.

### **CONTRACT ACCEPTANCE**

The student must indicate acceptance of a room assignment and choose a meal plan by completing and electronically signing the *Contract Acceptance Form*. Once the room assignment has been designated and the Contract Acceptance Form signed, this **contract** will become binding to both parties.

By signing the *Contract Acceptance Form*, the student agrees to accept and abide by all terms and conditions of this contract as stated herein, as well as all applicable university and residence hall policies, rules, guidelines and regulations that are a part of this **contract**.

If a student is under the age of 18, they are required to read this **contract**, then sign the Contract Acceptance Form **and** have this **contract** reviewed and the acceptance form signed by a parent or guardian. The parent or guardian is required to sign each subsequent *Contract Acceptance Form* until the student turns 18 years of age.

Accepting a room key and building fob, automatically binds the student to the terms and conditions outlined in this **contract**. This **contract is binding for one entire academic year, consisting of both the fall and spring semesters**. The student who is issued a room assignment after the academic year has commenced will be bound by the conditions of this contract for the remainder of the academic year.

## **PAYMENT**

The University System of Maryland Board of Regents has approved room and board rates for the 2020-2021 academic year. These rates are in effect for the entire academic year. An updated schedule of fees is available upon request through ORL. Full payment of or payment arrangements for room and board charges along with tuition and other fees must be made before the student will be allowed to move in each semester. Payment or payment arrangements are made through the Office of Student Accounts. During the term of this contract, the University, by action of the Board of Regents, reserves the right to alter any or all rates for room and board upon a thirty-day (30) written notice.

## **INDEBTEDNESS**

Failure to satisfy the financial obligations accrued under this contract may result in contract cancellation, the denial of future campus residency, removal from the residence hall or denial of services, denial of issuance of transfer or grade transcripts and/or enrollment. Costs incurred in collecting delinquent accounts will be charged to the debtor. This includes collection fees, attorney fees and court costs.

## **CANCELLATION/TERMINATION AND REFUNDS**

It is the procedure of Bowie State University that room and meal fees are non-refundable starting on the first day of classes, including the summer term. If the student cancels this **contract** on or after the first day of classes, they will be responsible for the entire cost of the room.

If the resident no longer wishes to remain in this contract on or after the first day of classes, a Contract Release Request Form must be submitted to ORL (*see page 3 under “**Contract Release Request**” for details*).

## **RETURNING STUDENTS**

- Cancellation after the room selection process will be honored without penalty, if **Cancellation Form** is submitted to ORL by **June 1**.
- Returning residents who wish to cancel this **contract** after **June 1** will **forfeit** the **\$200.00** application fee. The student will also be charged an **additional \$200.00** for a total cancellation fee of **\$400.00**. All fees will be charged to the student’s account.
- The resident who cancels this **contract** after **July 1** will **forfeit** the **\$200.00** application fee. They will also be charged an **additional \$300.00** for a total cancellation fee of **\$500.00**. All fees will be charged to the student’s account.

- All cancellations received after **July 31** but before the first day of classes will **forfeit** the **\$200.00** application fee and be assessed an **additional \$400.00** for a total of **\$600.00**. All fees will be charged to the student's account.
- On the first day of classes, and thereafter, the student's may not cancel this **contract**.
- If a student wants to cancels this contract once classes have begun, he/she may be responsible for the entire cost of the room. The ***Contract Release Request*** must be submitted to ORL, if the student no longer wishes to remain in this **contract**.
- If the student fails to obtain permission from the Director of Residence Life, or their designee, to remain in the residence hall while enrolled part-time and this contract is terminated for failure to maintain full-time enrollment, a student is not eligible for a refund for room or board.

## **NEW STUDENTS**

- If a new student wants to cancel this contract prior to **August 23, 2020** for the fall semester or before **January 21, 2021** for the spring semester **and** submits the **Cancellation Request** to ORL, they will not be assessed a cancellation fee.
- If the new student cancels this **contract** on or after the check-in process begin, he/she will be assessed a \$300.00 cancellation fee.
- On the first day of classes, and thereafter, the student's may not cancel this **contract**.
- If the new student wants to cancels this contract once classes have begun, he/she may be responsible for the entire cost of the room. The ***Contract Release Request*** must be submitted to ORL, if the student no longer wishes to remain in this **contract**.
- If the student fails to obtain permission from the Director of Residence Life, or their designee, to remain in the residence hall while enrolled part-time and this contract is terminated for failure to maintain full-time enrollment, a student is not eligible for a refund for room or board.

## **CONTRACT RELEASE REQUEST**

A contract release request is a formal petition to be released from the residence hall contract. The student must complete a Contract Release Request online. The completed form must be submitted and any accompanying documentation such as a withdrawal form, an acceptance letter to another institution, or other documentation verifying the reason for the request to be released must be emailed to [housing@bowiestate.edu](mailto:housing@bowiestate.edu). The Director of Residence Life or their designee will review the request and a written decision will be sent to the student within five (5) business days.

**A contract release may only be utilized between semesters without penalty for the following reasons:**

1. Graduation
2. Marriage

3. Withdrawal from the University
4. Transferring to another institution
5. Called to active military duty
6. Medical or psychological withdrawal approved by the Vice President for Student Affairs

The resident who request to be released from this **contract** between the fall and spring semesters must submit a Contract Release Request to ORL no later than the last day of fall semester classes. The student who fails to submit a Contract Release Request by the last day of fall semester classes, **will be assessed a severance fee of \$600.00** even if the reason falls under one of the categories listed above. **The resident who submits and is granted a release from the contract during the winter break will have 24 hours from the date the contract release is granted, to remove ALL personal belongings out of the residence hall.**

The resident who is granted a release from this contract at the conclusion of the fall semester must move out of their room, submit their Residence Life ID, building fob, room key and vacate the residence halls by the last day of final exams. Residents approved to participate in the commencement exercise must vacate on the day of commencement. Any items left in the room will be discarded and the student's account will be charged a minimum of **\$200.00** fee for removal of those items and the cleaning of the room. Neither the University nor ORL is responsible for the student's personal property.

The student, who submits a Contract Release Request on or after the first day of spring classes, may be held responsible for the entire cost of the room even if the reason falls under one of the listed categories. They will have 24 hours to remove all personal items out of the room.

The student who fails to submit a Contract Release Request and does not return to their room, is still financially responsible for the entire cost of the room and meal plan and will be assessed a severance fee for the entire cost of both fees. Any items left in the room after the first day of classes, **January 25, 2021**, will be discarded. The students' account will be assessed a minimum **\$200.00** fee for removal of items and cleaning of the room. Neither the University nor ORL is responsible for the student's personal property.

An academic year consists of both the fall and spring terms, but does not include winter or summer sessions.

### **FOR FIRST TIME FRESHMAN ONLY**

Freshmen cannot have guests in the building or their room until the last day of mid-term exams. That date will be **Friday, October 23, 2020, beginning at 5 p.m.** This policy is in effect to assist freshmen with their transition to the University setting (see page 17 under "Guest Policy" for specified hours once guest privileges commence).

Freshman residents are not permitted to have motor vehicles on the campus of Bowie State University.

## **SECTION I TERMS AND CONDITIONS**

### **A. Introduction**

Bowie State University will hereafter be referred to as “*the University*” and the student will hereafter be referred to as “*the resident*”.

The terms and conditions of this **contract** are non-transferable. It is the responsibility of the resident to be aware of all terms and conditions of this **contract**. The resident is expected to abide by all current rules, regulations and procedures stipulated in this **contract**, the resident handbook and the *Code of Student Conduct*.

## **B. Purpose**

The premises will be used by the resident solely for residency and educational purposes.

## **C. Furnishings**

ORL supplies each room with basic furniture such as a *desk, chair, dresser, closet, bed, window shade or blinds and a mattress*. The residents must supply their own, mattress pad, linen, pillows, pillowcase, blankets, bedspreads, towels, wastebasket, study lamps and other personal items. The resident may not add or remove furniture from any room unless authorized by their Resident Director.

The resident may not stack furniture or detach fixed furniture. Bed frames may be bunked but not detached, rearranged or altered in any manner. The resident may not remove extra beds or furniture in single rooms. Unauthorized removal, detachment, alteration or damage of furniture will result in fines and disciplinary action.

Additional beds may not be brought in or stored in student rooms. Furniture supplied by ORL may not be stored in closets. The resident who stores residence hall furniture in a closet will face disciplinary action.

## **D. Residence Hall Staff**

To assist the resident with their adjustment to community living and receiving the maximum benefits from their college experience, professional and paraprofessional staff have been hired to live in each residence hall.

**Resident Directors (RDs)** are professional staff members who work and live in the residence halls and are trained to respond to emergencies. **Resident Assistants (RAs)** are trained paraprofessional students who live in each building.

The staff is available to assist, advise, guide and mentor residents. They organize programs and activities to assist residents with learning or enhancing life skills. Building programs include, but are not limited to topics related to social, physical, intellectual, communication and emotional needs, issues and concerns.

## **E. Assignment Policy**

ORL reserves the right to assign rooms, grant or deny room or roommate changes, consolidate vacancies (*see item “I”*), or relocate a resident to another room or building when appropriate.

ORL further reserves the right to require a resident to vacate the residence halls on a temporary or permanent basis for failure to meet financial obligations to the University. The resident who withdraws from the University or is mandated to do so by the Director of Residence Life or the

VP of Student Affairs or their designee to leave the residence halls for any reason is required to vacate the building or buildings within the timeframe noted in the written or verbal notification.

#### **F. Roommate (s)**

The person (s) occupying the other exclusive spaces within the Unit (collectively referred to as the "Roommates") will also be allowed to reside in the room. The Resident acknowledges that the **OFFICE OF RESIDENCE LIFE HAS THE RIGHT TO ASSIGN A ROOMMATE TO ANY VACANT EXCLUSIVE -SPACE IN THE UNIT BEFORE OR DURING THE TERM OF THIS CONTRACT WITHOUT NOTICE. ORL ALSO RESERVES THE RIGHT TO ASSIGN ROOMMATES WITHOUT REGARD TO RACE, RELIGION, CREED, SEXUAL PREFERENCE OR ORIENTATION.** The student has the right to occupy any of the Common Area(s) if applicable, only as a co-occupant with the Roommates, all of whom have executed separate Resident Housing Contract with ORL. Resident acknowledges that whether or not the Roommate have been selected by Resident or ORL, the university, nor ORL are not responsible or liable for any claims, damages, or actions of any nature whatsoever relating to, arising out of or connected with disputes between Resident and Roommates or between Roommates.

#### **G. Room Changes**

Room changes without cause can only be requested between fall and spring semesters or during the **first two weeks** of the semester. Individuals desiring to change their assignment must obtain a **Room Change Request** form from their RD. Once completed, they must turn the form in to ORL central Office. Room changes approved by the Room Assignments Coordinator will only take place between the **third** through **fourth** weeks of the semester. Room changes will be prohibited after that period unless ORL staff initiate them. The resident requesting a room/building change between semesters must move all of their belongings out of the unit or apartment before leaving for the winter break. Room change requests submitted by residents who do not remove all of their property before leaving for the winter break will not be reviewed. **Although the resident may request a room change, ORL reserves the right to assign roommates without regard to race, religion, creed, sexual preference or orientation.**

Room changes may also be requested due to roommate conflicts. Consideration will only take place after the conflicting parties have made a serious attempt to resolve their differences via mediation facilitated by the Resident Director. The RD and the Room Assignments Coordinator must approve requests for room changes. Room changes may not occur during the first two weeks of the semester unless approved by the Director of Residence Life or their designee.

Any resident making an unauthorized room change will be subject to disciplinary action and will be required to return to their originally assigned room.

#### **H. Temporary Room Assignments**

The resident may be offered a contract for a temporary room assignment on those occasions when traditional spaces are no longer available. There are a limited number of temporary spaces. It will be indicated in the offer if the assignment is considered a temporary space. Temporary assignments may last a few weeks, several months or an entire semester before the resident is reassigned. In some instances, the temporary assignment could last the entire academic year.

ORL reserves the right to assign more occupants to a room beyond the established capacity when the demand to live on campus exceeds the number of beds available. In such cases, the cost of the room will be reduced for all occupants in that temporary assignment at a predetermined rate.

## **I. Check in/Check out**

**Check in:** The resident who is assigned a room is required to formally check-in at a location determined by ORL. Once the resident's account has been verified as being in good financial standing, they will be issued a check-in clearance card.

The resident must complete the clearance card and take it to their assigned residence hall. At the hall, the resident will receive a **Room Condition Report (RCR)** to take to the room to assess its condition. After the resident makes any needed changes, they must sign and date the RCR. Once the RCR is complete and submitted to the RD or RA, the resident will be given a building fob, room key and other check-in materials. The check-in process will not be finalized until the resident has submitted the clearance card, RCR and Personal Data Sheet to their RD or RA.

The resident may not check in prior to the designated check in dates and times. ***The resident must contact the ORL in writing by, August 19, 2020 for the fall semester and January 13, 2021 for the spring semester, to arrange for late check in. The resident who is not approved for a late check in will be assessed a \$75.00 late check in fee.*** The resident who fails to check in by the first day of classes may have their **contract** terminated and be assessed a severance fee up to the cost of the room and meal plan.

The resident, who fails to check-in, not enroll in classes or has not been released from this **contract**, is still financially responsible for the room and meal plan fees. A severance fee up to the cost of the room and meal plan will be added to their Bulldog account. ***Any items left in the room after the first day of classes of either semester, will be discarded and the resident's account will be charged a minimum \$200.00 fee for the removal of the belongings and cleaning the room.***

**Check out:** When moving out, the resident must set up an appointment to be checked out with their RA, another RA within their building or RD if their RA is not available. All personal property and trash must be removed from the room. The floor must be cleaned and ALL trash discarded in the building trash receptacle and not in bathrooms, hallways, stairwells or building lobbies. The RCR will be used to assess any damage or missing furniture discovered at the time of check out. The resident will be billed if the room is left dirty or checkout procedures are not properly followed. The RD will inspect the room's condition and make a final appraisal. ***The resident who does not check out properly will be assessed a fee of \$75.00 or more based on the condition of the room.***

## **J. Consolidation of Residence Hall Space**

The resident who has not contracted for single occupancy and does not have a roommate will have to participate in the room consolidation process, which may begin as late as one month from the start of the semester. The resident will have the following options: *a) pay the super-single room rate; b) obtain a roommate or c) change rooms. If the space is needed for new residents or roommate changes, the space may not be contracted as a single.* The RD and the Room Assignments Coordinator will approve all room changes made during the consolidation period.

All room changes or exchanges must be completed within five (5) days after notification to consolidate.

If the consolidation has not occurred within the five-day period, the resident will automatically be charged and legally obligated to pay for the room based on the super-single room rate. The resident may only contract for a double room as a super-single for the remainder of the current semester. Room consolidation will officially end three weeks after the onset of the consolidation period or sooner as determined by the Director of Residence Life or their designee. Room consolidation will occur each semester.

### **K. Residence Hall Damage / Housing Application Fee**

The resident will be held responsible for damage to residence hall property, rooms and public areas. The resident will be expected to pay all charges upon receipt of a bill for the damage. The RD, in conjunction with the information documented on the RCR will determine the final assessment of charges. The resident who wants to dispute a charge must submit an appeal in writing to the RD of the building where the resident resides within five (5) days of receipt of notice of the charge.

Damages occurring in public areas of the residence hall will be charged to the residents residing in that particular suite, floor or hall. Charges for damage in public areas cannot be appealed unless the resident has indisputable documentation proving that s/he was not in the building during the day, date and time period in question. The written documentation must be submitted to the RD of the building within five (5) days of the receipt of the bill for damage.

The Housing Application Fee is non-refundable except when ORL is unable to assign accommodations and the applicant has not cancelled prior to the end of the assignment period. Applicants that do not receive accommodations and still attend the University will have a credit on their Bulldog account. The assignment period typically last throughout the first two weeks of the semester. Assignments may continue past this period if beds are still available. Applicants who do not receive a room prior to the end of the assignment period and cancel their request are ineligible to receive a refund for the Housing Application Fee.

### **L. Room Key, Building Fob and Resident ID**

A room key, building fob and resident ID card will be issued to the resident. All building fobs, room keys and resident ID cards' are the property of ORL on loan to the resident as long as they rightfully live in the building and occupy the assigned space. The fob and resident ID card provides access to the building and the key provides access to the room.

The resident is prohibited from lending or giving their key, fob or resident ID card to another person. Duplication or modification of keys, fobs or resident ID card is prohibited. The resident is responsible for all keys, fobs and ID cards issued to them. Lost, stolen or damaged keys or fobs will necessitate the replacement of lock(s); the cost of which will be charged to the resident. Damaged or broken keys must be submitted to ORL immediately otherwise they will be presumed lost or stolen.

The resident must report lost or stolen keys or fobs to their RD immediately. When notified, ORL will initiate a lock change. Once a lock change has been reported, regardless of whether or not the key or fob is found, the resident will still be liable for payment of the charges. The resident must

report a lost or stolen resident ID card immediately to their RD or RA. The resident will be billed for a replacement ID card. Failure to return the room key, fob and resident ID card when the resident leaves will result in the resident being billed. Duplication or modification of a key, fob or resident ID card will be grounds for disciplinary action and criminal prosecution.

Violation of any provisions in this section may be grounds for declaring the resident in breach of the contract and could result in termination of this agreement, and disciplinary action, which could include dismissal from campus residency.

The resident must give their key, fob and resident ID card to an authorized University official immediately upon termination of their right to occupy the residence hall or any time upon demand from authorized personnel.

Loss of the room key will result in a lock change. The resident will be billed for the cost incurred for the lock change. Loss of a fob will result in the deactivation of the old fob. A new fob will be issued and the resident will be billed for the new fob. Loss of a resident id will result in the issue of a replacement id and the resident will be billed.

### **M. Remedies**

All rights and remedies of the University herein enumerated shall be cumulative and none shall exclude any other rights or remedies allowed by law and the University disciplinary codes, judicial processes, regulations, policies and procedures. If the resident defaults on the payment of room and board fees or in the prompt and full performance of any provisions of this **contract**, the University may, upon five (5) days written notice, invalidate the resident's meal card without obligation to give credit to the resident for any meals missed because of such action. If the default is not corrected within the five-day period, the University may, upon ten (10) days written notice, forthwith terminate this contract and the resident's right to take possession of the room assignment and all other contracted benefits.

If this **contract** is terminated, the resident shall pay liquidated damages to the University. The resident thereby grants the University full and free right, with or without process of law, to enter into and upon the premises and/or take possession of the premises as the University's former estate and remove all property of the resident without being deemed guilty of trespass, eviction, forcible entry and/or detainer. Removal of any property shall be at the risk, cost, and expense of the resident and the University shall in no way be responsible for the value, preservation or safekeeping thereof.

Furthermore, if this **contract** is terminated in accordance with the foregoing provisions shall be forbidden under penalty of arrest for criminal trespass to enter and/or remain in any Bowie State University residence hall without the written consent of the Office of Student Affairs or the Director of Residence Life. Loss of the room will result in a lock change and the resident will be billed for all cost incurred by ORL because of that lock change.

### **N. Solicitation**

Sale of items or solicitations of funds or other goods are prohibited in the residence halls. The resident may not represent any outside agency or campus organization by selling or distributing products or services in the residence halls. The resident or student may not go door-to-door, use or permit their room or any public area of the residence halls to be used for any sales representing a

commercial agency. The resident found violating this policy shall be subject to disciplinary action and the non-resident may be arrested for trespass.

### **O. Appliances, Cooking and Food Storage**

Removal of refrigerators or microwaves from community kitchens will be considered theft and will result in disciplinary action. Metal pots, pans and aluminum foil **may not** be used in residence hall microwave ovens.

The following Underwriter Laboratory (UL) approved electric appliances are permitted in resident rooms: clocks, shavers, heated blankets, radios, portable televisions, computers, DVD/Blu-ray players, iPods/MP3 players, stereos, portable hair dryers, toothbrushes, small fans and lamps. Refrigerators are permitted in the resident rooms providing they do not exceed four (4) cubic feet and draw more than 8 amps. Refrigerators may not be placed in closets.

To prevent the risk of fire hazards which may be caused or increased by open or exposed heating elements, electrical appliances such as hot plates, hot pots, and space heaters may not be used, possessed or stored anywhere in the residence hall. Immersion heaters (*water heating coils*), holiday lights, halogen lamps, heat lamps and personal ovens (*microwave or otherwise*) are not permitted for use in the residence halls.

**Microwave and refrigerator combinations** are allowed providing the unit is no larger than 3.1 cubic feet and is labeled as an energy star appliance. The resident can go online to [www.Bizrate.com/refrigerators/microwave-fridge-combo/](http://www.Bizrate.com/refrigerators/microwave-fridge-combo/) to compare prices or choose to rent one and have it delivered to the room. *The resident is expected to consult with the ORL Building Services Manager @ 301-860-4256 if they have questions, before making a purchase.* Food in the resident rooms must be stored in sealed containers to prevent health and sanitation problems from developing. The resident who does not comply with this policy will be subjected to judicial action.

### **P. Excluded Items**

To reduce the potential hazard to personal safety or damage to Residence Life property, the following items are not permitted to be used or stored in rooms, suites or other public areas of the residence hall: *internal combustion engines, acids, automobile batteries, gasoline, kerosene lamps or heaters, firearms or other weapons, fireworks, incense, candles, water beds or other water-filled furniture.*

Weight lifting equipment, musical instruments equipped with amplifying devices and instruments that disturb other residents may be used only in designated areas of the residence hall and not be used in resident rooms.

*ORL reserves the right to limit the number, size and units of electrical equipment used or stored in the resident's room i.e., stereo, TV, computers, speakers, musical instruments, etc.* The University forbids the tampering, splicing, or altering of the wiring in a resident room for their personal use or to hook up additional equipment. Violation of this policy may result in the immediate removal of equipment or automatic termination of the Residence Hall Contract. Contracting for services such as cable, DirecTV, satellite services, etc., is not permitted in a student's room and/or any part of the residence hall.

## **Q. Hall Closing for Vacation Periods**

**The residence halls will be closed and residents may not be in residence in the residence halls during official University vacation or break periods, i.e. Thanksgiving, winter and spring breaks.** The dates are determined prior to the start of each academic year.

During the winter break, keys and fobs will be collected. **The resident will have to remove all personal items from their room between semesters only if they have requested a room change or directed by their RD.**

The resident returning to the same room between semesters **will not** have to remove all of their personal items, just those things they think they may need over the break, i.e. medications or tablets if the resident is in good financial standing with the university.

**Residents who have a balance with the university from the fall semester will have to remove everything from the room during the winter break. Removal of property does not void this contract. The resident is still financially obligated for the fees for the spring semester.**

**IF THE RESIDENT NEGLECTS TO REMOVE THEIR PROPERTY, IS STILL NOT IN GOOD FINANCIAL STANDING AND FAILS TO CHECK BACK IN BY THE FIRST DAY OF CLASSES OF THE SPRING SEMESTER, THE RESIDENTS' CONTRACT WILL BE TERMINATED. THE STUDENT WILL BE CHARGED A SEVERANCE FEE FOR THE COST OF THE ROOM AND MEAL PLAN. IN ADDITION TO THE SEVERANCE FEE, A REMOVAL AND CLEANING CHARGE OF \$200.00 WILL BE ADDED TO THE ACCOUNT.**

*Once the buildings have been closed for vacation or break period, the resident will not be allowed back into the building. THERE WILL BE NO EXCEPTIONS.*

With the exception of graduation or officially participating in graduation ceremonies, the resident must vacate the residence hall each semester within 24 hours after his/her last examination or by the designated day and time of the hall closing, whichever comes first. The resident must show copies of their exam schedules to the ORL, if they need to stay past the time when the residence halls are scheduled to close. The resident meal service will not be in operation during break periods.

## **R. Food in the Residence Halls**

*The resident living on campus must have a meal plan.* Please contact the Office of Auxiliary Services for information regarding meal plan options and pricing.

All food, cutlery, tableware, or other non-disposal items removed from the dining hall without permissions, will be considered an act of theft and will be subject to University disciplinary and possibly legal action.

## **S. Bikes, Motorcycles, Motor Scooters and Hover Boards**

The resident must use bike racks provided in designated areas outside the residence halls. The resident is expected to purchase their own lock to secure their bike. Bikes may not be stored in the room, or any public area including stairwells, lounges, and lobbies near entrance doors, or locked

near entrance doors either inside or outside of the building. Neither the university nor ORL will be responsible for the theft or damage of resident bikes.

Storing motorcycles, motor scooters, mopeds, and other fuel-powered vehicles are not allowed in the residence halls and must be parked in designated areas in accordance with university parking regulations.

Residents may not store hover boards in the residence halls.

## **T. Parking**

The resident, who plans to operate any type of motor vehicle, must register it with Parking Services and purchase a parking permit. **Freshmen residents, less than 30 credit hours, are prohibited from having a vehicle on campus.**

All staff and residents are expected to abide by all campus parking regulations by parking only in designated areas. Designated parking areas can be found on the back of the parking hangtag.

## **U. Room Decorations**

While the resident is allowed to decorate their rooms, for safety reasons, the guidelines listed below have been established.

- Pictures, posters, or other materials must be hung using Command mounting hooks or on bulletin boards.
- The use of nails, tacks, screws, tape, glue, or other adhesive on walls, ceiling, wardrobes, woodwork, doors, or furniture is prohibited.
- Damages resulting from violations of this policy will be assessed against the resident/residents responsible.
- Wall hangings may not exceed 20% of the total wall space. Tapestries, carpeting, or other fabrics may not be suspended from ceilings.
- To prevent problems exiting, during an emergency, tapestries, carpeting, or from ceilings or across hallways or lobbies.

*During the holiday season, to protect residents and staff:*

- Holiday decorations may not be strung or hanging from the ceiling
- Natural trees and lights may not be used in student rooms
- Plug-in decorations may not be left unattended and must be disconnected at night
- Materials such as artificial "snow" are not permitted on residence hall windows and doors since they are difficult to clean and may require a large amount of time to properly remove
- Open flame devices are not permitted

**All holiday decorations in resident rooms and public areas must be taken down and stored before residents leave for breaks.**

## **V. Subletting and Unauthorized Use of Room**

The resident must not allow anyone to live in his/her room or assign his/her room to anyone. The resident who allows their room to be used in this manner is in violation of this provision and are

subject to disciplinary action and a fine not to exceed the full room charge for each violation. Persons improperly residing in the resident's room shall be subject to the same guidelines and fines. Violations will result in disciplinary action and possible termination of this contract.

### **W. Building Security**

The resident and their guests are expected to comply with all security policies and procedures that include, but are not limited to:

- Escorting guest(s) throughout the building
- Using authorized entrances and exits only
- Showing and depositing required identification at specified check points
- Comply when mandated by an authorized official to produce identification
- Adhering to the request of contractual personnel responsible for the security and monitoring of the building
- Not allowing unauthorized individuals enter the residence hall

Failure to comply with posted and announced security regulations may result in disciplinary action and termination of this **contract**.

*In an effort to keep the residence halls drug free, the University reserves the right to periodically use trained K-9 units to patrol the residence halls.*

### **X. Non-Waiver of Covenants and/or Conditions**

Failure of ORL to insist on strict enforcement of all covenants and conditions of this contract, and to avail itself of all rights and privileges enumerated herein, in any one or more instances with regard to any one or more resident or student shall not constitute a waiver or relinquishment for the future of any such covenants, conditions, rights, and privileges, but the same shall remain in force.

Record keeping of all charges, with knowledge of breach of any covenants or conditions thereof, shall not constitute a waiver of such breach by ORL or the University. Payment shall be in effect unless expressed in writing and signed by the Director of Residence Life.

### **Y. University Policy Concerning Room Inspection, Entry and Searches**

The residence halls are the property of the State of Maryland, under the control of the University System of Maryland Board of Regents. Responsibility for immediate supervision lies with Bowie State University. It is the University's intent to act in a manner consistent with residents' constitutional right to privacy and freedom from unreasonable search and seizure without neglecting the basic responsibilities of the institution to fulfill its educational functions and to conduct its day-to-day operations. ***The University reserves the right of entry to inspect rooms and suites in the interest of health, cleanliness, proper upkeep, property control and to investigate when reasonable cause exists concerning someone's safety or a policy violation is taking place.***

Residence Life staff will conduct monthly health and safety inspections. In all cases, authorized personnel must show university issued identification and announce the purpose for their entry.

University personnel may not enter any room without first knocking on the door and allowing a reasonable amount of time for a response. In situations involving health, safety or maintenance issues, authorized University personnel may enter without prior notice.

The resident is responsible for the upkeep of the residence halls and is liable for damage to or loss in their room and in public areas.

### **Z. Personal Property**

The University is not responsible in any way for personal property that is lost, stolen, left unattended or damaged though it may occur in its buildings or on its grounds. The University is not liable and will not provide refunds for incidents involving water damage from leaks, floods, tornadoes, lightning, power failure or any other structural, man-made or natural occurrence. The resident is expected to obtain rental insurance to cover their belongings in the case of damage and theft.

## **SECTION II BEHAVIORAL EXPECTATIONS**

### **INTRODUCTIONS**

The Office of Residence Life expects residents to actively participate in and assist with keeping all members of the Bowie State community safe.

**If the resident observes something that seems out of the ordinary such as: a stranger or unescorted guest in the building; persons engaging in illegal activity; anyone damaging or defacing any building, he or she has a moral obligation to contact Public Safety at (301) 860-HOTT (4688) and /or a member of the Residence Life Staff to report it.** It is the responsibility of all Bowie State University community members to work together to keep everyone safe.

As per **section III, letter “B”** of this **contract**, residents must comply with all oral and written directives regarding Residence Life, University policies and regulations, as well as Federal, State and local laws as given by authorized representatives of the University.

The resident is expected to carry their Residence Life identification card (Res Life ID) at all times and present it to residence hall staff and security personnel upon request. The resident found responsible for violating policies and regulations listed in this contract or the resident handbook may result in sanctions up to and including, fines, written warnings, disciplinary probation contract termination and possible criminal prosecution. Non-residents may also face disciplinary action and/or criminal prosecution.

### **RESPONSIBILITY FOR USE OF RESIDENCE HALL FACILITIES**

The Bowie State University *Code of Student Conduct* is hereby incorporated into this contract and residents are subject to all requirements included therein. Violations of these regulations may result in referral to the Director of Residence Life, their designee or the Coordinator of Student Conduct and Community Standards for review and appropriate action. Residence hall facilities include resident rooms, lounges, meeting space, study rooms, any area immediately contiguous to the halls and Campus Affiliated Housing.

## **Mandatory Attendance at Building Meetings and Residence Hall Programs and Activities**

The residence halls are more than buildings where individuals sleep and study, but are places that provide residents with a variety of learning experiences that supplement and complement what is taught in the classroom. Programs and activities are designed to provide opportunities for residents to develop or enhance life skills, engage in self- assessment, reflection and learning through interaction with others.

With these objectives in mind, in addition to mandatory floor and building meetings, the resident will be required to attend and participate in a minimum of four programs each semester. The program attendance option can include:

- **Four (4)** programs sponsored by the Residence Life staff (*two educational, one social and one of the resident's choosing*) each semester.

**Or**

- **Three (3) sponsored** by the Residence Life (two educational and one social) and one sponsored by the Residence Hall Association (RHA) or Hall Council.

The resident that fails to meet this requirement will impact earning points which will be utilized for participate in the room selection process for the following year.

## **Mail & Packages**

*The ORL central office is the location where residents can pick up mail and packages delivered by the United States Postal Service, Monday – Friday from 9 a.m. to 5 p.m., when the residence halls are open. New mail is normally received **after 3:30 pm**. Mail and packages sent to the campus by United Parcel Service of America (UPS), DHL or FedEx will be delivered to the campus mail collection and processing department.*

**Mail, packages, parcels or deliveries not addressed with the residents' legal name, building and room number will be returned to sender.** ORL does not hold mail in-between semesters. The resident is responsible for contacting the US Postal Service to request suspension of mail delivery or change of address. Mail, packages or parcels unclaimed within seven (7) days, will be returned to the sender or discarded, as the ORL deems appropriate. ORL does not surrender any mail or packages to anyone other than the addressee. **THERE ARE NO EXCEPTIONS.**

ORL reserves the right to reject any perishable delivery if it shows signs of not having been stored in a climate- controlled environment. ORL will not accept liability or responsibility for packages, parcels, or deliveries if they become lost, damaged, or otherwise harmed.

## **Pets**

Due to health standards and possible inconvenience to other residents, pets are prohibited from being kept in the residence halls. This includes, but is not limited to: *snakes, cats, dogs, birds, hamsters, gerbils, lizards, etc.* Residents may, with the written permission of all residents of the

room and the building Resident Director, keep a small aquarium containing fish that lives 24 hours, 7 days a week under water.

Students requesting a service or emotional support animal must follow the protocol outlined in the Bowie State University Procedures to Request an Assistance Animal. Please refer to the “**Special Accommodation Request**” Section of this contract.

## **Damage**

The resident will be held responsible for damage to the facilities and the furniture contained in it. The resident will be billed for repair or replacement wherever the damage has occurred. In the event of willful damage occurring in common areas located in the immediate vicinity of the resident’s room, or the furnishings or facilities located therein, if the perpetrators cannot be identified, all residents served by that common area may be assessed a fee for repair or replacement costs. The same assessment and billing process will be utilized during situations involving marking or defacing any surface e.g., door, wall, carpeting.

The resident is prohibited from stealing, possessing or damaging any property belonging to ORL, the university, commercial vendors *i.e.*, *vending machines, video games, washing machines, dryers or telephone equipment*) or other residents.

## **Guests**

ORL is committed to fostering an environment conducive to the academic and personal growth of everyone living in the residence halls.

*A guest will be considered anyone who **visits** a room or apartment and **not assigned to that room.** Residents not assigned to that room is considered a guest.*

The following are terms and conditions which residents and their guests are expected to comply with at all times.

- Having people visit must be by mutual consent of all room or apartment mates.
- Residents visiting a residence hall where they do not reside, must present and leave their current Residence Life ID when signing in to the building.
- Non-residents visiting any residence hall must present and leave at the front desk a current picture identification to authorized staff. Acceptable forms of identification are: *Driver’s Licenses/Permits, State Identifications and Military Identifications. Only these forms of identifications will be accepted if they are not expired or damaged.*
- Residents failing to sign in and sign out guests may be subject to disciplinary action.
- The resident may be held responsible for the behavior and actions of their guest(s), invited, uninvited, or any other persons in their room. The resident may be charged in lieu of their guest(s) who violate Residence Life policies. In addition, any guest(s) who does not comply with policies and procedures will be asked to leave immediately and risk other penalties, including criminal prosecution.
- The resident must escort their guest(s) throughout the building for the entire duration of the visit.
- Guests are not permitted access to building amenities such as laundry, TV lounges, kitchen areas, etc. unless accompanied by their guest.

- All guests must leave the building upon the request of any authorized Residence Life or University personnel.
- As a parameter, the number of visitors who may enter a given living unit is limited to two per resident (residents living in triples are allowed one visitor per resident), excluding the occupants of the unit. The residence hall staff reserves the right to exercise discretion in applying this guideline for safety reasons. Refer to the listed guidelines:
- ***Single Resident – Two Guests***
- ***Double Room – Four Guests, Two Residents (no more than 6 people in room at a time)***
  - ***Triple Room – Three Guests, Three Residents (no more than 6 people in room at a time)***
  - Overnight guest may not stay over more than three (3) days in a row and a maximum of nine (9) days per semester with the consent of room/apartment mates.

If there are not enough hosts in the room, other guests will need to vacate the room.

**ORL reserves the right to prohibit repeated or extended visits, as well as their future access to the residence halls. ORL may also fine the resident and their guest(s) for such violations. Residents and their guest may be subjected to additional disciplinary action for violating this policy.**

Guests, including family members, visiting residents living in the traditional residence halls, will not be allowed past the front desk outside of the hours as stated below:

### **Freshmen Residents**

During the fall semester, freshmen, including those in the CMRC Honors program, will not be permitted to have guests until the mid-term exam period has concluded. ***Beginning at 5 pm on Friday, October 23, 2020, the hours freshmen can begin hosting guest in their room are: Monday - Thursday, 5 pm –12 am; Friday at 5 pm through Sunday at 12 am. Study Hours, 5 pm - 7 pm, are considered designated quiet periods.***

### **Upper Classmen Residents**

The hours that Upper Classmen residents living in the traditional halls can have guest ***Monday - Thursday, 5 pm – 12 am; Friday at 5 pm through Sunday at 12 am.***

**ANYONE CAUGHT VIOLATING THIS POLICY WILL BE SUBJECT TO DISCIPLINARY ACTION.**

*NOTE: Guest hours may change without notice at the discretion of the RD after consulting with the Assistant Director for Resident and Staff Initiatives.*

***All person(s), not enrolled in the classes at BSU, are prohibited from living in any residence hall.***

### **Children in the Residence Halls**

Individuals under the age of 16 years of age are not allowed to be in the residence halls.

## **Safety and Security**

*As a member of this community, if the resident observes individuals engaging in activities that may endanger themselves or others, contact Public Safety at 301-860-4040, their RD, RA or ORL immediately.*

The following activities are prohibited:

- Propping open fire or exit doors
- Sounding an elevator alarm without due cause or interference with the normal operation of elevators
- Sitting behind the front desk of any residence hall without authorization from the RD or other ORL senior staff
- Making fraudulent phone calls
- Unauthorized use of credit cards
- Engaging in “bullying” behavior
- Failing to follow a directive from Residence Life personnel, Public Safety or Security personnel acting in the performance of his/her duties **Smoking Policy**

Smoking of any kind in or around any residence hall is prohibited. Smoking must be in designated areas and at least 50 feet from any Residence Hall. Disciplinary action will be taken against anyone found in violation of this policy. Two violations of the smoking policy may result in probation or immediate termination of housing.

## **Fire Safety**

The following conduct is prohibited:

- Knowingly using a fire exit during non-emergency situations
- Using any marked fire exit except during a fire alarm or emergency
- Propping exterior doors and exits without the permission of a Residence Life staff member
- Setting a fire within any residence hall or in any area contiguous to a Residence Hall
- Using broiler ovens, electric coffee makers, popcorn poppers, microwave ovens, hot plates, open burners or electric water heating devices in student rooms, on carpeted floors, in hallways, or public areas
- Using electrical lights or appliances totaling more than 850 watts in a resident room
- Keeping any refrigerator larger than 4 cubic feet with an electrical requirement exceeding 8 amps
- Cooking indoors with charcoal or any other open flame device
- Burning candles with wicks or incenses indoors
- Failing to evacuate the hall within 5 minutes, when a fire alarm has sounded
- Re-entering any building during a fire alarm without permission from Residence Life staff or Security personnel
- The resident is expected report to their designated evacuation zone. Residents must stand at least 200 feet away during residence hall evacuations
- Tampering with fire equipment

- Carrying or removing fire extinguishers from their mounts or storage boxes except in case of a fire
- Tampering with or activating any fire alarm when no fire is present
- Falsely reporting any fire or other emergency
- Disconnecting, sounding or otherwise tampering with any smoke detector
- Running electrical wires beneath any rug or carpet
- Replacing any room draperies with anything other than fire-retardant materials

## **Doors & Windows**

The resident is prohibited from:

- Entering or exiting any residence hall through a window when no emergency is present
- Dropping or throwing objects or liquids of any kind out of windows
- Placing stereo speakers or any other audio mechanism in windows
- Removing screens from windows
- Tampering or removing security tabs
- Propping open residence hall entrance, suite or fire doors

## **Furniture**

Furniture provided by ORL may not be removed from rooms, suites, or common areas. Room furniture must not be disassembled or altered in any way. Mattresses must not be removed from bed frames. Bed frames must remain on the floor at all times, except in cases of authorized bed bunking.

Wall-mounted furniture and waterbeds are prohibited. Fines will be imposed on the resident who move common area into their room or removed furniture from their assigned room. The cost of any damage that occurs during the unauthorized moving of the furniture will be assessed and charged to the account of the person or persons responsible.

## **Personal Conduct**

Activities that could endanger the safety of persons or damage property are prohibited in the residence halls. This includes, but is not limited to: *playing floor hockey, throwing a Frisbee or balls, roller skating, rollerblading, hover boards, skateboarding, water fights, water guns, snowball fights, firing toy guns that use hazardous projectiles, throwing objects from windows, entering or exiting from windows or playing any other unapproved sports activity in the residence hall.*

The resident must not engage in any disorderly conduct or interfere with the rights of other residents in their academic pursuits. This specifically pertains to other residents' rights to an environment conducive to study and sleep. Residents are prohibited from harassing, hazing or verbally abusing any resident, guest, or member of the Residence Life staff, physically assaulting or causing harm to any person on University property.

### **Commercial Activity**

It is in violation of the University posting policy to post or distribute any materials, solicit or canvass within the residence halls, without the approval of the Student Center Office and ORL.

### **Hazardous/Dangerous Materials**

The resident is prohibited from keeping dangerous materials, including, but not limited to: *firearms, air or CO2- powered weapons, knives, fireworks or other dangerous weapons.*

### **Noise Policy**

Due to the academic nature of the University, all persons are required to respect the right of others to conduct classes without disturbance and to study, sleep and fulfill academic responsibilities without interruption from excessive noise.

The resident is prohibited from creating any excessive noise. Noise should not travel outside the confines of the room, suite, or apartment. Reported incidents of excessive noise or repeated incidents will be investigated and acted upon accordingly.

### **Courtesy v. Quiet Hours**

Courtesy hours are in effect at all times. The resident must cooperate with reasonable requests to lower the noise level during courtesy hours.

Residence hall quiet hours are **10 p.m. - 10 a.m.** During these times, the resident is expected to keep the noise level to a minimum so as not to disturb others.

The resident should not shout or otherwise create disturbances from or around any residence hall or student window.

The resident is prohibited from engaging in sports activity or creating excessive noise within 50 feet of any residence hall.

In an effort to provide an environment conducive for preparing for final exams 24 hour "Quiet Hours" will commence as the following:

- *Fall Semester- December 15, 2020 starting at 8:00 am and ending at the end of the semester.*
- *Spring Semester- May 12, 2021 starting at 8:00 am and ending at the end of the semester.*

### **Alcohol Policy**

Bowie State University does not encourage or support alcohol use by students on campus. Student groups must obtain prior authorization from the Vice President of Student Affairs to distribute alcohol at student-sponsored events. Unauthorized possession, use, or distribution of alcoholic beverages is prohibited by any student or student group on campus or at University-sponsored events on and off campus and may result in disciplinary sanctions as outlined in Section B of this policy.

**Alcohol use is prohibited in all residence halls owned, leased, operated and/or affiliated with the University.**

*In accordance with Maryland law, anyone who willfully furnishes an alcoholic beverage to any individual under the age of 21 years can be charged a fine not exceeding \$1000 or 60 days imprisonment or both.*

### **Drug Policy**

The University does not condone or permit the possession, use, distribution, or sale of any controlled dangerous substance or drug paraphernalia on campus, the areas surrounding campus, in residence halls owned, operated, and/or leased by the University, or at University-sponsored events on and off campus. Drug paraphernalia includes, but is not limited to, hookahs, pipes, bong, hollowed out cigars, and vaporizers. Students found in possession of CDS or drug paraphernalia will be subject to disciplinary sanctions as outlined in the Policy on Student Alcohol Substance Abuse, III Section B.

The Bowie State University Student Code of Conduct Policy prohibits the use or possession of marijuana, in any form, on campus. This prohibition also applies students who possess a medical prescription. **Students are also prohibited from using, distributing, or possessing any form of marijuana substance in the residence halls.**

Bowie State University is committed to providing drug education and prevention and will take appropriate disciplinary actions to provide a drug free environment in which our students may grow intellectually and socially. The University expects and encourages students, faculty, and staff who observe or suspect a violation of this policy to report the violation to the appropriate authorities. Students found responsible for violating this policy will be subject to disciplinary action and sanctions that may include, but is not limited to, suspension or expulsion from the University.

As per item “X” located on page 10 of this contract, a resident’s room may be searched when reasonable cause exists that leads staff to believe that violation of a residence hall or other University regulation is occurring.’ Please be advised that ORL staff will be monitoring activity and may ask to search and/or deny entry of any package that they believe contains items that are in violation of this contract. Campus Police may be contacted to address any illegal activity noticed by staff or residents.

### **Obvious Impairment**

The resident found responsible for being obviously impaired or intoxicated in the residence halls via the student judicial process will be issued sanctions for their actions. Recurrences of this behavior will result in further disciplinary action and possibly, contract termination.

### **Impaired Guest(s)**

Impaired or intoxicated guests, who reside off campus, will be referred to campus police, who may detain that person(s) until a friend or relative can escort them from campus. In such situations, charges may be filed. Authorized Residence Life personal may, at their discretion, deny entry into the residence hall to any guest who is obviously impaired.

## **Violence**

Hazing, fighting, or any actions that demonstrates a reckless disregard for human life and safety will be considered an act of violence and will not be tolerated in the residence halls. “Any persons found engaging in such behavior will be immediately removed from the residence halls pending the outcome of a judicial hearing; certain cases may result in interim suspension or law enforcement involvement.” The results of that hearing will assist in determining if or when the resident can return to campus living.

## **SECTION III TERMINATION OF RESIDENCE CONTRACT BY THE UNIVERSITY**

### **A. Exigency**

The University may terminate or temporarily suspend performance of any part of this contract without notice in the event of an exigency that would make continued operation of the residence hall infeasible. In the event the resident’s assigned accommodations are destroyed or otherwise made unavailable and the University does not provide other accommodations, the contract shall terminate, all rights and liabilities of the parties shall cease and rental payments previously made shall be refunded on a prorated basis.

### **B. Failure to Comply with this Contract**

The resident who violates University or residence hall policies or regulations is subject to administrative and disciplinary action. This ensures that the actions of a few do not compromise the legitimate educational and personal pursuits of the majority. When evidence is established that a resident *has (1) breached this contract or violated related policies and regulations, (2) violated State and/or Federal Laws; (3) exhibited conduct that indicates the resident’s presence in the residence hall constitutes a threat to the safety, health or well-being of community members or (4) perpetuated harm to self or others, the Vice President for Student Affairs, the Director of Residence Life or their designee, upon review of the incident(s) involved*, has the authority to uphold and impose sanctions ranging from verbal or written warnings to the recommendation for termination of this contract.

Failure to comply with this contract may also result in its cancellation by the Director of Residence Life. If the action also appears to involve a violation of the *Code of Student Conduct*, the Assistant Director for Resident and Staff Initiative may also refer the case to the Director for Student Conduct and Community Standards.

### **C. Resident Conduct Procedures**

For violations that do not seriously jeopardize the immediate and/or continued safety and well-being of residents or cause considerable damage to University property, contract termination or probation will be considered only after an appropriate hearing. Options will be exercised in accordance with due process. Depending on the nature of the violation, the charges may be referred to the Director for Student Conduct and Community Standards.

#### **D. Residence Life Show-Cause Procedure**

In certain situations, an administrative Show-Cause Proceeding to determine whether this contract should be temporarily terminated may be conducted by the Director of Residence Life or their designee. The Residence Life Show-Cause Procedure will generally be limited to disorderly, disruptive or reckless behavior by the resident that result in damage to residence hall facilities; inflicts personal harm on others or interferes with the residents' right to pursue academic excellence.

*The Show-Cause Proceeding shall be informal in nature and include the following:*

1. The resident will be provided information regarding when they can expect to receive the name of the person who will contact them regarding the specific date, day, time and location of a formal judicial hearing.
2. The resident will be informed that they can contact ORL at least 24 hours in advance to arrange for a staff escort if they need to retrieve books, documents or items necessary for class and/or preparation for their formal hearing.

*The formal judicial process will include the following:*

- Written notification of the alleged misconduct with a general description of the inappropriate behavior and the contractual provisions and/or regulations s/he violated. Such proceedings will be closed to all persons other than those directly involved in the matter.
- Once the hearing has occurred, the resident will be informed of the decision in writing. If the decision is perceived by the resident to be adverse, they may appeal in writing within five (5) business days of the receipt of letter to the Director of Student Conduct. The Director of Student Conduct will be the final decision on any sanctions put forward by any residence life staff or Residence Life Resident Judicial Board. Termination of this contract will be made in writing via email attachment and/or hand delivered to the resident via campus and/or certified mail.
- If this contract is terminated, the resident must vacate the residence hall within forty-eight (48) hours or sooner depending on the severity of the offense as determined by the Director of Residence of Life or their designee. The resident who is dismissed or suspended from the University or has this contract terminated for disciplinary reasons, may not enter any residence hall or Campus Affiliated Housing without prior permission of the Director of Residence Life or their designee. In such cases, a non-resident shall be advised that trespass charges shall be brought if that person is observed inside or within the immediate area surrounding the residence halls.
- Any decision to terminate this contract, or deny visitation privileges, will not necessarily affect the resident's academic standing or pursuits.
- It is hereby mutually agreed that all provisions of the resident handbook and all provisions and policies of ORL, all University Regulations, all State, Federal and local laws are binding under the contract and incorporated by reference herein.

*As of March 2, 2020*