## Housing and Residence Life

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# **Policies and Procedures Policies and Procedures**

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## **Housing and Residence Life Policies**

This section generalizes the policies and procedures followed by the Office of Housing and Residence Life at IUPUI. It is important that you are also aware of the specific regulations and information for your housing area.

In addition to policies outlined in the Student Code of Student Rights, Responsibilities, & Conduct (studentcode.iu.edu <a href="https://studentcode.iu.edu">https://studentcode.iu.edu</a>), Housing and Residence Life has specific guidelines for alcohol use in campus housing grounds and facilities.

#### RL 1. Alcohol Policies

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In residential housing where any assigned resident is under the age of 21, alcohol containers or paraphernalia of any kind, closed, open, or empty, are prohibited (this includes beer cans, shot glasses, liquor bottle collections, etc.). Community containers of alcohol (containers larger than a half gallon) are prohibited in any campus residence.

Alcohol may only be possessed or consumed in an apartment or North Hall space where ALL assigned residents and guests are 21 years or older, but may not be possessed or consumed in a lounge, stairwell or other residential common area or in the presence of anyone under the age of 21.

Residents under the age of 21 are not permitted in the defined bar area in Chancellor's Restaurant at University Tower. Any resident under the age of 21 who enters the bar area in Chancellor's Restaurant will be subject to disciplinary action.

#### RL 2. Anti-Bullying & Intimidation Policy

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The Office of Housing and Residence Life seeks to create a community where everyone is valued, appreciated, and supported. Bullying is defined by The Office of Housing and Residence Life as actions and behaviors that are intended to intimidate, coerce, degrade, abuse, badger, harm or negatively impact another person. This definition includes but is not limited to sexual orientation, gender expression, sex, race, ethnicity, socioeconomic status, ability, size, religion, age, and veteran status. This policy also includes situations in which roommates use bullying tactics to intimidate their roommate. Students who exhibit bullying behavior toward another student will be held accountable through the IUPUI Student Conduct System.

#### RL 3. Automobile Repairs

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Residents are permitted to conduct minor preventive maintenance and automobile repairs in the campus housing parking lots as long as these activities do not interfere with the normal use of the parking lot. Any fluids or parts must be disposed of in accordance with all federal, state, and local laws.

## RL 4. Bicycles

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Bicycles are permitted in an individual resident's room as long as they are stored in a safe manner and do not impede the flow of traffic. Bicycles may not be parked in hallways, stairwells, lounges, bathrooms, or other areas so designated by the Office of Housing and Residence Life. Additionally, bicycles may not block access to any building or handicap ramp. It is suggested that students use a steel lock, in place of a chain lock, to secure the bicycle to the rack.

The Office of Housing and Residence Life reserves the right to remove bicycles that appear to be abandoned as evidenced by signs of disuse or neglect, and those that are secured in areas against housing policies.

Parking and Transportation Services on campus provides the opportunity to register your bicycle with the university, free of charge.

Register your bike <https://parking.iupui.edu/transportation/bike-iupui.html>

#### RL 5. Business Establishment

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No individual or group may act as a vendor, sales agent, or in any manner set up a business enterprise in the campus housing facilities. Any resident considering the establishment of any type of business necessitating the use of a room for a business office, other than officially sanctioned University business, must obtain special written permission from the Office of Housing and Residence Life.

#### RL 6. Confidentiality

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Residence Life staff members will respect private information that residents may share and keep it confidential. However, staff members will not, and cannot, promise absolute confidentiality. For resident safety and security, staff members are required to report to their supervisors any information concerning the safety and well-being of residents.

## RL 7. Damages

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Upon moving in, residents are required to fill out a Room Condition Report (RCR). The RCR must be completed and turned in promptly to the RA. Residents that do not turn in their RCR will be responsible for all damages in their unit whether it was present upon move in or not. Failure to turn in a RCR forfeits the resident's right to appeal any damage charges accrued.

Damages caused by abuse or misuse of Housing and Residence Life facilities or equipment will be billed to the individual(s) responsible for the damage. Multiple or repeated incidents of damages may result in disciplinary action.

The residential rental fees are designed to cover routine cleaning and maintenance. When damage occurs that is not considered routine, every effort is made to identify the individual(s) responsible for the damage. However, if the responsible individual cannot be identified, the residents of the floor, wing or building may be assessed common area charges that will be split among all residents involved. Any appeal of damage charges or common area damage charges must be submitted in writing to the Office of Housing and Residence Life (Attn: Damage Appeal Committee) within thirty (30) days of the billing date. Appeals are only accepted from residents; appeals submitted by other parties are not accepted. Damage charges will be posted to the resident's bursar account and the resident is responsible for paying the charges directly to the Bursar.

#### RL 8. Decorations, Furniture and Room Personalization

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You are encouraged to personalize and decorate your living area in a reasonable and comfortable manner as long as you do not damage or make permanent changes to the livability, appearance or furnishings in the room. Please adhere to the following requirements when decorating your living space:

#### **Decorating:**

- Do not hang items from the sprinkler heads, fixtures or conduit located on the ceilings or on the walls.
- The use of painters tape is preferred. Damage caused by removal of products may result in a damage fine.
- · Do not overload electrical circuits.
- Emergency and exit lights may not be obstructed and must be visible at all times.
- Materials may not be placed over exit signs, fire doors or any electric light fixture.
- Fire doors at any location may not be propped open for any reason.
- Only artificial holiday foliage is allowed (including trees, wreaths and garland).
- Use only fire-resistant material when decorating.

#### **University furnishings:**

- Mirrors, including Riverwalk Apartment closet doors, may not be moved from their fixed positions.
- You are responsible for all furniture in your individual living space and common area if you live in an apartment.

- Loft systems are prohibited in campus residential facilities (except those provided by Housing and Residence Life in specific rooms).
- Furnishings may not be moved from your room, transferred from one room to another, or exchanged between rooms.
- Extra furnishings resulting from a vacancy cannot be moved.
- Repairs or alterations may not be made by anyone other than authorized University
  personnel or contractor. This includes, but is not limited to, temporary or permanent
  changes, painting, removal of screens, or the installation of air conditioning units.

#### RL 9. Eligibility Requirements

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Any person who has been admitted to and will be enrolled as a full-time student (as defined by your academic program) on the IUPUI campus, any IUPUI faculty member or staff member, or any University-affiliated personnel who are deemed to be eligible by the Office of Housing and Residence Life. Additional eligibility requirements are outlined in your contract. Persons not meeting or maintaining the eligibility requirements may appeal to the Office of Housing and Residence Life. Please contact the main housing office for additional information on these requirements.

#### RL 10. Electronic Safety

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To ensure that electronic devices (including computers, televisions, and audio/video equipment) are protected, residents should appropriately utilize UL-approved surge protectors and extension cords. Piggybacking of power strips or extension cords is not allowed as it is considered unsafe.

#### RL 11. Eviction

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The Office of Housing and Residence Life attempts to resolve contract or policy violation(s) in a manner that does not disrupt a resident's educational or professional goals. However, if a violation cannot be resolved, a loss of housing privileges and/or cancellation of a housing contract may result in the following:

1. Residents will be given 72 hours to vacate the space.

- 2. If, at the end of this period the resident has not vacated the space, the lock(s) will be changed.
- 3. Any unclaimed personal items will be packed and stored for thirty (30) days.
- 4. After 30 days, the belongings will be disposed of.
- 5. Residents will be billed for any expenses incurred, including, but not limited to, storage, moving, improper move out, contract termination fees, and any room damages.

#### RL 12. Interim and Deferred Eviction

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The Office of Housing and Residence Life may determine that sufficient cause exists to impose interim eviction or deferred eviction on a student pending disciplinary proceedings and/or medical evaluation. If an interim eviction is imposed, a resident is required to leave the residence within the time specified in the interim eviction notice. If a deferred eviction is imposed, a resident is on final notice to immediately cease the behavior prompting the deferred eviction. While a deferred or interim eviction is imposed, any further violations may result in immediate permanent eviction.

During a deferred or interim eviction, students are responsible for the cost of their contracted space unless the student breaks their housing contract, fully moves all items from the premises, and checks out of their room/apartment. If students choose to break their housing contract, their move out date will be determined as the day the space is fully vacated and the student has checked out, which includes notifying a Housing and Residence Life staff member. Please note that students will be responsible for any fees associated with early termination of their housing contract and any changes to rent will be determined based on the housing contract and their move out date.

Imposing a deferred or interim eviction will typically occur when the behavior or policy violation creates undue personal risk, risk to the community, or violates public health policies such as guest and visitor violations during a public health emergency or pandemic.

- updated September 30, 2020

#### RL 13. Fines

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The Trustees of Indiana University have granted the Office of Housing and Residence Life the authority to establish and assess fines for damages and failure to comply with certain regulations pertaining to the campus living units. For potential fines and/or damages, please refer to the Sample Damages & Fines List appendix in this publication.

#### RL 14. Guest & Visitation Policy

Guests are defined as any person who is not assigned to a specific room or apartment.

Each resident is permitted to host one guest in their assigned room/apartment. Overnight guests will be allowed with agreement from existing roommates and are limited to 72 hours (3 days) per month.

Residents are welcome to host guests in public areas of their community such as main lobbies and courtyards. As a reminder, residents are responsible for their guest's behavior and should accompany them whenever they are inside the residential facility. Keys and CrimsonCards should not be lent to guests to access private residential spaces.

Any guest who has not completed the full vaccination process will be expected to be properly masked while in public spaces and at the request of roommates.

Guest policies may be changed with limited notice in response to, or during, an emergency situation. Specifically, public health or pandemic emergencies may necessitate an adjustment to be made in the current policy. Residents are expected to comply with these changing requirements to help ensure an effective response to the emergency situation.

#### RL 15. Heat / Furnaces

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Each room is equipped with a thermostat that can be adjusted to manage room temperature. Both the heat and air-conditioning is managed through the thermostat in each resident room. Each unit in these facilities is provided with an individual heating and air-conditioning unit. When the heating system is not in use during the summer and fall, dust can accumulate on the element. Therefore, when the unit is used for the first time in the winter, there can be a brief odor associated with the element heating the dust and sometimes a little smoke. Do not be alarmed if this occurs. However, to prevent your smoke detector from activating if there is any smoke present, you should open a window to ensure that fresh air circulates through your unit.

#### RL 16. Illegal Drugs

Use, distribution, or otherwise possession of illegal drugs (such as marijuana, cocaine, crack, ecstasy, etc.) and controlled substances (i.e. prescription medication) are strictly prohibited at IUPUI and in housing. In addition to charges under the student disciplinary process, students may be evicted from housing.

## RL 17. Keys & IDs

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Resident keys, and where necessary, mailbox keys will be issued upon your arrival and registration. Residents must have a signed contract agreement to be issued a key. Keys are University property and may not be duplicated.

Residents are not permitted to loan keys or IDs to another person, or allow another person to access their unit when they are not present.

Keys are to be turned in when you move out of your living facility. Persons failing to return keys will be charged the replacement fee. The cost of each lock replacement is \$100 for each door key and \$10 for each mailbox key. You are responsible to notify your community office immediately if you lost your key. In some instances, a temporary key may be issued or a staff member can assist you to get back into your assigned living unit. You are responsible for damages or theft attributed to your lost key. If you lose your key after hours, please call the RA on Duty.

Ball Hall, University Tower, and North Hall residents will not obtain a physical key. You will be required to have your CrimsonCard for entry to your floor and individual room. If you lose or damage your CrimsonCard, you will need to go to the CrimsonCard office to get a replacement card immediately. CrimsonCard reprogramming will be treated as a resident lock out.

#### RL 18. Common Areas & Community Restrooms

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- Residents are responsible for keeping these areas clean and labeling any items (food, drinks, toiletries) that are placed in common areas. Personal items should not be left or stored in common areas or community restrooms.
- Residents are expected to clean up before and after their use of common areas, including
  restrooms. While Housing and Residence Life routinely cleans these areas, it is important for
  the health and wellbeing of the community that all residents participate in keeping shared
  spaces clean.

- Residents are expected to follow all cleaning and sanitizing instructions, such as proper handwashing procedures, to support a healthy living environment for themselves, roommates, and others living and working in the facility.
- Residents are expected to conduct themselves in a manner which does not interfere with the
  use and quiet enjoyment of the space by others.
- The Office of Housing and Residence Life is not responsible for any items damaged or missing that are left or stored in common areas.
- Personal dishes and utensils are personal property and are to be kept in individual rooms.
- Items left in common areas are subject to removal and will be discarded.
- Furnishings in the lounges, study rooms, computer labs, and public areas are for the collective use of all residents living in the area.
- Furnishings, decorations, technology, and blinds are to remain in their proper location and may not be moved to resident rooms or to any other area.
- Shower stalls, toilet stalls, and single-use restrooms may only be utilized by one person at a time.

RL 19. Liability +

The University and the Office of Housing and Residence Life assumes no responsibility for the accident, injury, loss, or damage to persons, nor any theft, loss, or damage of personal belongings in or on residence hall/apartment property. This policy extends to resident rooms, resident apartments, automobile and bicycle parking areas, as well as all other living unit areas. Residents should obtain insurance to cover personal property. Residents should contact IUPUI Police with any theft, damage, or injury concerns.

## RL 20. Light Bulbs

In all residential facilities, burned out fluorescent tubes will be replaced by the Office of Housing and Residence Life. Black lights are not permitted in fluorescent tubes. Incandescent bulb replacement for fixed fixtures is the responsibility of the Office of Housing and Residence Life. Please report missing or non-functioning lights by submitting a work order.

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RL 21. Lock Out +

If you are locked out of your room, you must visit your Community Office to be let into your room. Community Office hours are posted at each office at the beginning of each semester. Call the RA on Duty from 9 p.m. to 8 a.m. on weekdays and 24 hours on the weekends. Residents receive one free lock out per semester. After your first lock out you will be assessed a \$15.00 lock out charge per incident. Lock out charges are billed to the resident's Bursar Account once a month. If you lose your CrimsonCard, then a temporary card can be issued until you replace your CrimsonCard (lockout fees apply). The lock out charge during break periods (Fall, Thanksgiving, Winter, and Spring) is \$50.00.

#### RL 22. Lost and Found

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Please turn in all abandoned or lost items to the individual Community Offices. Any unclaimed items will be disposed of after 30 days. Items of value such as wallets, phones, car keys, jewelry, etc will be turned over to the Indiana University Police Department.

#### RL 23. Mail Delivery

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Residents living on campus are expected to pick up mail on an ongoing basis during the academic year. Only the individual(s) listed on the individual parcel(s) may be able to receive the mail, package, delivery, etc. It is the responsibility of the resident to update their mailing address with online retailers, couriers, and the USPS. Packages or mail received once a resident has left their on-campus residence will be returned to sender.

#### RL 24. Maintenance

Only IUPUI staff members or University-authorized contractors are allowed to conduct maintenance on/in campus residential facilities. Residents are not permitted to make any repairs. Residents will be charged for damages to any University property. Maintenance and custodial staff lock each room/apartment upon leaving, even if the room/apartment was unlocked upon entering. When possible, attempts will be made to contact residents in advance of entering rooms for maintenance issues. In the event of a maintenance emergency, advance notification may not be possible. By submitting a work order you have given maintenance approval to enter your space and make repairs. This will not be coordinated.

Any maintenance needs to your living unit or community area should be immediately reported to your Community Office. To report a maintenance problem, please <u>complete a work order <.../submit-workorder.html></u>. During break periods (i.e. winter break), please contact the RA on duty.

In the event of a maintenance emergency, residents should contact their Community Office during normal office hours. After business hours, call the RA on duty.

Maintenance issues that constitute an EMERGENCY:

- No heat
- Power outages that impact an entire apartment, floor or building
- Leaks and flooding
- Vandalism that requires the securing of an area
- · Windows that are completely broken out
- Alarms associated with fires or other disasters
- Entry doors that will not secure

Other maintenance issues will be addressed during regular hours as published on the <u>work</u> <u>order web page <.../submit-workorder.html></u>. Please note, air conditioning issues and clogged toilets are not considered an emergency.

RL 25. Move Out +

All residents moving out of a residential facility must complete the correct move out procedures. Failure to complete the move-out process correctly will result in substantial fines. Specific move out procedures are available from your Resident Assistant and/or the Office of Housing and Residence Life. To avoid charges, a unit/room must be in the condition noted on the move in room condition report with trash emptied, floor cleaned and all keys returned to the Office of Housing and Residence Life.

Residents must give written notice to the Office of Housing and Residence Life prior to your departure date if you will be moving out prior to the end of your contract. To cancel your housing contract you will need to complete the online Contract Cancellation form in your <a href="Housing Service Center">Housing Service Center</a> <a href="https://housing.iupui.edu/hsc">https://housing.iupui.edu/hsc</a>. Notification by any other means or to any other University office will not be recognized. Your Contract Agreement will determine any remaining financial obligation. Failure to pay in full all rental charges, late fees, fines and damage charges prior to departure may result in referral to an outside collection agency.

Residents may request to extend their end of Spring semester move out date and housing contract for up to 29 days by <u>submitting a request < https://housing.iupui.edu/hsc></u>. Requests are not guaranteed and can only be considered during the month of April, while the form is available. Contract extensions are not available for summer residents.

Staff members conduct a final inspection of a vacated room. Any damages that are found will be billed to the resident(s) of the room (see Housing Contract Information).

RL 26. Parking +

Parking is permitted in designated areas only. Parking along yellow-lined curbs, in front of accessibility ramps, in reserved parking spots or driving on service roads is prohibited. You must follow all driving and parking laws and regulations of the State of Indiana and of the University when operating or parking motor vehicles on University property.

The IUPUI Police Department and Parking Services are responsible for enforcing motor vehicle regulations on campus. Parking at IUPUI is based on a paid parking system. Parking permits are not transferable. Parking Permits are available to any residential students with vehicles and are issued on a first come, first served basis. For more information on parking, please visit <a href="mailto:parking.iupui.edu">parking.iupui.edu</a>, or call <a href="mailto:structure">317-274-4232</a>. If your housing contract ends before the school year, you must turn in your permit, or exchange it at Parking Services for a non-campus housing permit.

Guests: There are no parking spaces in the campus housing parking lots designated for visitor parking. Guests of residents at Ball Hall or the Riverwalk Apartments and Townhomes may find limited free parking on Porto Alegre Street or can obtain a temporary visitor's pass from Parking Services directly.

Residents are obligated to remove themselves from any situation and/or immediately report where a violation is occurring. Residents present during an incident in which a violation of the Residential Policies and Procedures and/or the Code of Student Rights, Responsibilities, and Conduct is on-going may be held accountable through the university student conduct system.

#### RL 28. Pest Control

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It is the responsibility of the resident to report a pest control issue within 24 hours of becoming aware of the issue in order for the Office of Housing and Residence Life to treat the issue promptly. To report an issue, please go to your community office or submit an online work order.

#### RL 29. Prohibited Items

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The following items are prohibited to both use and possess by residents and their guest(s) in campus residential spaces:

- Animals (not approved by both Adaptive Educational Services and Housing), exceptions include fish and service animals.
- Appliances or devices that create an open flame or have exposed heating elements.
- Candles (lit or unlit) and incense; however, wax/oil warmers that do not have an open flame or element and wax melts (without wicks) are allowed.
- · Ceiling fans
- Drones
- Electronic cigarettes, "vaping" devices, hookahs, and items designed or altered for the use of illegal drugs.
- Firearms and weapons are strictly prohibited and may lead to immediate eviction from housing. This includes, but is not limited to, BB, airsoft, and paintball guns, bows/arrows, martial arts weapons, any toy device that resembles an actual weapon, and knives with a blade greater than 2 inches.
- Fish tanks larger than 15 gallons. Limited to one tank per room.
- · Fog machines
- Halogen lights (including neon lights and black lights) and lava lamps. Highly flammable items such as fireworks, turpentine, incendiary devices, grill lighter fluid, charcoal, and other dangerous explosives/liquids.
- Lofts/Loft kits (not provided by the university)

- Motorized transportation devices such as scooters, bicycles, skateboards, hover boards,
  Segways, unicycles or similar items. It is also prohibited to use a university facility electric
  outlet to charge such devices. Personal grills of any kind or size are not allowed. The
  Riverwalk Apartments amphitheater does have a grill that is available for resident use.
  Residents are responsible for providing their own charcoal and must extinguish the fire
  appropriately after use. Space heaters and air conditioners
- Tasers and stun guns are considered weapons in housing and as such are not permitted in residential areas. Residents may store them in personal vehicles.
- Tobacco products (if under 21 years old). Reference RL 41 for more details.
- Waterbeds and water mattresses

Additionally, the following cooking devices are not allowed in rooms within our traditional residential facilities (Ball Residence Hall, University Tower, and North Hall) due to the fire protection equipment installed and the steam/smoke that the appliances produce:

- Deep fryers or air fryers
- George Foreman grill or similar product
- Microwaves
- Open-element cooking items such as toasters, toaster ovens, sterno cookers, fondue pots, etc.
- "Instant Pots" or similar product

Each resident has access to microwaves in select common areas throughout their building. It is the responsibility of the resident using the appliance to clean it after use and to follow manufacturer provided instructions when heating items.

## RL 30. Quiet Hours

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Quiet hours are maintained to provide an atmosphere conducive to study. Quiet hours are in effect from 10 p.m. to 7 a.m., Monday through Thursday; 1 a.m. to 10 a.m. Friday through Sunday. Courtesy hours are in effect 24 hours a day, however. Certain areas of campus residential facilities may be designated "quiet areas" and are enforced 24 hours a day.

Loitering in hallways, foyers, entryways, parking lots, or other areas that may disturb other residents is strictly prohibited during quiet hours.

Twenty-four hour quiet hours are in effect prior to and during final examinations each semester. Quiet hours are posted in each living unit. Additionally, in rare instances, quiet hours may be suspended by Housing and Residence Life for approved Housing and Residence Life functions. In these instances, event notices will be posted a minimum of 48 hours in advance.

## RL 31. Posting Policy

Subject to regulations, authorized student groups and official University agencies may arrange to use housing facilities such as mail boxes and bulletin boards to disseminate information, circulate petitions and publicize activities. In University Tower posting will be prohibited on the first and second floors. All requests should be forwarded to the Assistant Director of Housing and Residence Life for approval. Unauthorized postings or postings deemed inappropriate at any time will be removed without notice.

Digital signage is reserved for Housing and Residence Life use only.

#### RL 32. Refrigerators

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Compact refrigerators are allowed as long as the total for all refrigerators in the room does not exceed 7.0 cubic feet. Both the refrigerator and the power cord must be UL approved and be in safe electrical condition. For proper sanitation and utilization, refrigerators must be cleaned prior to holiday breaks and hall closings.

#### RL 33. Roof Usage

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The unauthorized use of the roofs of any of the residential facilities is prohibited.

#### RL 34. Room Cleaning

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Residents are responsible for maintaining a reasonably neat and clean room at all times. Good housekeeping practices are expected of each resident. Residents are required to maintain their unit to the following minimum standards:

- All appliances, floors, and walls are to be maintained in a clean condition at all times.
- Clothes, towels, linens, etc. should be in dressers, closets, and/or in hampers.

- Food should be properly stored. All areas in your living quarters must be maintained in a reasonably clean and sanitary condition.
- Trash should be emptied regularly. Daily disposal of trash in the common trash receptacles or exterior dumpsters will help maintain health and safety standards and a desirable environment in your living unit. Fire and health regulations prohibit leaving trash in the hallways, stairwells, and parking areas.

If your roommate should depart, Housing and Residence Life will give as much notice as possible when assigning a new roommate, however, you may be assigned a new roommate with little or no notice. Therefore, you should make sure that common areas are clean and maintained as outlined above to accommodate any newly assigned resident(s). If your unit is not cleaned in an acceptable manner prior to your roommate's arrival, we reserve the right to have the apartment cleaned, and the cost will be billed to the current resident(s) of the unit.

## RL 35. Room Entry and Search

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Residents have the right to privacy within all campus residential facilities. However, the University reserves the right for Housing and Residence Life staff members and duly authorized agents to enter individual rooms in performance of their duties, including, but not limited to, maintenance issues, routine closings, and health and safety inspections. A University residence is not a private living place over which the college has no jurisdiction; rather it is a place provided by the college for students to carry on their personal lives in ways that do not put members of the campus community in jeopardy, do not violate policies outlined in the Residential Handbook and other published university policies, and do not break laws.

#### RL 36. Safety Equipment

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Tampering with fire safety equipment is a federal offense and may result in criminal charges, fines, disciplinary action and/or termination of a resident's housing contract. This includes fire extinguishers, fire alarm pulls, smoke detectors, sprinkler systems, fire panels, propping fire doors, etc. Covering smoke detectors is strictly prohibited. This includes the hanging of tapestries or other items from the ceiling or sprinkler heads.

Tampering with and/or propping exterior or locked security doors is prohibited. Access to locked doors is limited to residents with proper keys/IDs to provide safety and security. The overall safety and security of all residents is compromised when doors are tampered with, propped open, and/or unlocked.

Residents and/or their guests are not permitted to remove the batteries from the smoke detectors, cover the smoke detector with any item (including tape), nor remove smoke detectors from their fixed positions. Only authorized Housing staff, Campus Facility Services or their authorized agents may remove/replace the batteries or perform necessary repairs to smoke detectors. Violations of this policy (batteries missing from the detector, disconnected detectors, etc.) can result in assessment of fines and/or judicial action. Please submit a work order if you have a smoke detector that is beeping or not working.

Tampering with elevator safety equipment is prohibited. The alarm is designed to be used in case of an emergency. Persons responsible for tampering with, causing damage to or disrupting the operation of the elevators are responsible for repair costs and are subject to disciplinary action.

#### RL 37. Soliciting and Selling

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Door-to-door selling or soliciting is prohibited in all University housing facilities. You should immediately notify the Office of Housing and Residence Life, the RA on duty, or the IUPUI Police of the presence of any salesperson or solicitor in or around the campus housing units. Such individuals are considered trespassers and may be subject to arrest and prosecution. Residents of campus housing and responsible student organizations may obtain permission from the Office of Housing and Residence Life to sell merchandise or services in the residence halls and apartments. In general, such activities must conform to campus policies and may not be in conflict with State Board of Health regulations, University Contract Agreements, private vendors, or suppliers.

#### RL 38. Sound Equipment

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Radios, stereos, and all audio equipment may be played in your room/apartment as long as the volume is maintained at a level that is not disruptive to the community. Speakers are not allowed to be placed in windows without written consent of the Director of Housing and Residence Life. Standard-size pianos and organs are prohibited in your room or apartment. The use of electronic audio equipment is a privilege that may be revoked if used in such a way as to interfere with maintaining quiet and courtesy hours.

RL 39. Sports

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Engaging in sports in a campus residential facility is prohibited. This includes, but is not limited to, playing ball, riding skateboards or bicycles, in-line skating, bowling, throwing discs, shooting water guns, throwing darts, or engaging in any other activity that might disturb or endanger the safety of others or damage University property. Throwing, dropping, or shooting any object into or out of a window is strictly prohibited.

#### RL 40. Television Service

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Television streaming service is provided in all residential facilities. Due to changes in technology and physical restrictions, some residences may have different options than others. Visit <a href="https://kb.iu.edu/d/aore">kb.iu.edu/d/aore</a> for more details on how to setup and access streaming entertainment services.

## RL 41. Tobacco-Free Policy

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In accordance with the IUPUI Tobacco-Free Policy, all University facilities, grounds and vehicles are tobacco and smoke-free. Effective July 1, 2020, no one in the state of Indiana under the age of 21 may purchase, use or possess any tobacco, nicotine vapor or alternative tobacco product. Violations of this policy may result in disciplinary action, including, but not limited to, fines and educational sanctions.

## IUPUI's Tobacco-Free Policy <https://go.iupui.edu/smoke>

Spice (and other names such as K2, K12, etc.) is prohibited and may lead to eviction from Housing. Additionally, the use of e-cigarettes, vaporizers, or ingestion of bath salts is strictly prohibited.

## RL 42. Trash Removal & Recycling

You are responsible for emptying your own waste basket and disposing of any trash in the hall receptacles. Daily disposal of trash will help maintain health and safety standards and a desirable environment in your living unit. Trash receptacles are provided in designated areas in each hall. Fire regulations prohibit leaving waste baskets in the hall. A fine may be assessed for removal of trash from the hallway or common areas. Apartment and Townhome residents must dispose of their trash in the community trash dumpsters located in the adjacent parking lots; disposal of trash elsewhere on housing property is not permitted and may result in fines.

We offer single stream recycling in all of our residential communities. These bins are located in designated areas and items such as glass, plastic, aluminum, cardboard, and paper can all be recycled. Please ask your community office for specific details regarding the location of bins and what can be recycled.

RL 43. Windows +

Window screens and storm windows must stay in place. If a window screen or a storm window is removed or unfastened, the maintenance staff will reinstall it, and a fine of \$50.00 per removed or missing screen will be assessed. If the screen or storm window is completely removed and cannot be located, a new screen or storm window will be installed, and charges for a new screen or storm window unit will be added to your account, and the fine will be assessed.

Objects dropped or thrown from windows may create a substantial safety hazard. Residents who drop items from the windows will be subject to disciplinary and/or legal action. The display of items in or outside a window is prohibited. The storage of food and other items in the window is prohibited. Antennae may not extend outside the windows.

## Code of Student Rights, Responsibilities, and Conduct

The general regulations governing the personal conduct of all students at IUPUI are outlined in detail in the Indiana University Code of Student Rights, Responsibilities, and Conduct and can be accessed by going to indiana.edu/~code <a href="https://indiana.edu/~code">https://indiana.edu/~code</a>. Information on the IUPUI Student Conduct System can be accessed at studentaffairs.iupui.edu/student-rights <a href="https://studentaffairs.iupui.edu/student-rights">https://studentaffairs.iupui.edu/student-rights</a>.

The Indiana University Code of Student Rights, Responsibilities, and Conduct includes, but is not limited to, the following:

- Dishonest conduct including, but not limited to, false accusation of misconduct, forgery, alteration, or misuse of any University document, record, or identification; and giving to a university official information known to be false.
- Assuming another person's identity or role through deception or without proper authorization.
   Communicating or acting under the guise, name, identification, e-mail address, signature, or other indications of another person or group without proper authorization or authority.
- Knowingly initiating, transmitting, filing, or circulating a false report or warning concerning an
  impending bombing, fire, or other emergency or catastrophe; or transmitting such a report to an
  official or an official agency.
- Unauthorized release or use of any University access codes for computer systems, duplicating systems, and other university equipment.
- Conduct that is lewd, indecent, or obscene and/or is in violation of the Sexual Misconduct Policy
- Disorderly conduct, including obstructive and disruptive behavior that interferes with teaching,
   research, administration, or other University or University-authorized activity.
- Actions that endanger one's self, others in the University community, or the academic process.
- Failure to comply with the directions of authorized University officials in the performance of their duties, including failure to identify oneself when requested to do so; failure to comply with the terms of a disciplinary sanction; or refusal to vacate a University facility when directed to do so.
- Unauthorized entry, use, or occupancy of University facilities.
- Unauthorized taking, possession or use of University property or services or the property or services of others.
- Damage to or destruction of University property or the property belonging to others.
- Unauthorized setting of fires on University property; unauthorized use of or interference with fire equipment and emergency personnel.
- Unauthorized possession, use, manufacture, distribution, or sale of illegal fireworks, incendiary devices, or other dangerous explosives.
- Possession of any weapon or potential weapon on any University property contrary to law or University policy; possession or display of any firearm on University property, except in the course of an authorized activity.
- Sale of any firearms from University property or using University facilities, including through computer and telephone accounts; intentional possession of a dangerous article or substance as a potential weapon.
- Acting with violence.
- · Aiding, encouraging, or participating in a riot.

- Harassment, defined in Part I ( c ) of the Code.
- Stalking or hazing of any kind whether the behavior is carried out verbally, physically, electronically, or in written form.
- Physical abuse of any person.
- Verbal abuse of another person.
- Unauthorized possession, use, or supplying alcoholic beverages to others contrary to law or University policy.
- Unauthorized possession, manufacture, sale, distribution, or use of illegal drugs, any controlled substance, or drug paraphernalia. Being under the influence of illegal drugs or unauthorized controlled substances.
- Intentionally obstructing or blocking access to University facilities, property, or programs.
- Violation of other disseminated University regulations, policies, or rules. Examples of such
  regulations include but are not limited to University computing policies, residence hall policies, and
  recreational sports facility policies.
- A violation of any Indiana or federal criminal law.
- Engaging in or encouraging any behavior or activity that threatens or intimidates any potential participant in a judicial process.
- Engaging in or encouraging retaliation or any behavior or activity that threatens or intimidates any
  potential participant in a judicial process, and/or that is in violation of the Sexual Misconduct
  Policy.

In addition, the university may discipline a student for acts of personal misconduct or criminal acts that are not committed on university property if the acts arise from university activities that are being conducted off the university campus, or if the misconduct undermines the security of the university community or the integrity of the educational process or poses a serious threat to self or others. Residents should refer to the Code of Student Rights, Responsibilities, and Conduct for a complete statement regarding student rights and responsibilities

Code of student rights, responsibilities, and conduct <a href="https://studentaffairs.iupui.edu/student-rights/student-code">https://student-rights/student-code</a>

Sexual misconduct procedures are outlined in the Indiana University Sexual Misconduct Policy, which can be found at stopsexualviolence.iu.edu/policies-terms/sexual-misconduct-policy.html <a href="https://stopsexualviolence.iu.edu/policies-terms/sexual-misconduct-policy.html">https://stopsexualviolence.iu.edu/policies-terms/sexual-misconduct-policy.html</a>. The procedures outlined are followed for the resolution of all allegations of sexual misconduct.

IU prohibits discrimination on the basis of sex or gender and all forms of sexual misconduct. This includes sexual harassment, sexual violence, dating violence, domestic violence, sexual exploitation, and stalking.

For a full description of IU's policy on discrimination, harassment, and sexual misconduct including scope, jurisdiction, definitions, reporting, and staff and student rights, visit https://policies.iu.edu/policies/ua-03-discrimination-harassment-and-sexual-misconduct/index.html <a href="https://policies.iu.edu/policies/ua-03-discrimination-harassment-and-sexual-misconduct/index.html">https://policies.iu.edu/policies/ua-03-discrimination-harassment-and-sexual-misconduct/index.html</a>

#### **Bias Incidents**

We encourage members of the community to report incidents of bias, harassment and discrimination through our online form iupui-advocate.symplicity.com/public\_report <a href="https://iupui-advocate.symplicity.com/public\_report">https://iupui-advocate.symplicity.com/public\_report</a>. First select your role, then select "Bias Incident" as the "Incident Type" and complete the online incident reporting form.

Your report will be sent to the Office of Student Conduct for further review and referral to a staff member in the office or to the appropriate unit on campus.

For more information, please consider contacting the Office of Equal Opportunity at 317-274-2306.

The term 'bias incident' refers to the use of language and/or actions that demonstrate bias (prejudice) against persons because of, but not necessarily limited to, their actual or perceived race, color, religion, ethnic or national origin, gender, genetic information, age, disability, sexual orientation, gender identity, gender expression, or status as a military veteran.

Bias incidents include, but are not limited to, name-calling, stereotyping, belittling, or excluding others based on their identity. Some, but not all, bias incidents may rise to the level of discriminatory harassment, sexual misconduct, or other violations of policy or law.

## **Housing and Residence Life Conduct Procedures**

## **Understanding the Conduct System**

Residents violating Residential Policies & Procedures and/or the Code of Student Rights, Responsibilities, and Conduct are subject to potential adjudication under the student conduct system. Under the applicable procedures, residents may be warned, charged for restitution of damages, assigned a special project, fined, placed on disciplinary probation, relocated, and/or evicted from the residential community and will be prohibited from returning in the future.

Referrals of alleged acts of personal misconduct occurring within a university residence may be directed to the Director of Housing and Residence Life or his or her designee, excluding acts which may result in separation from the university. Acts of personal misconduct which may result in separation from the university will be referred to the Director of Student Conduct or his or her designee.

A detailed description of the conduct process for students can be found at studentaffairs.iupui.edu/student-rights/student-code <a href="https://studentaffairs.iupui.edu/student-rights/student-code">https://studentaffairs.iupui.edu/student-rights/student-code</a>. Residents are also encouraged to contact their Residence Coordinator or Graduate Hall Director if they have questions about the conduct process.

#### **Sanctions**

Normally, no sanction(s) will be imposed against a resident before the conclusion of the conduct process as provided in the procedures studentaffairs.iupui.edu/student-rights/student-code <a href="https://studentaffairs.iupui.edu/student-rights/student-code">https://studentaffairs.iupui.edu/student-rights/student-code</a>. However, if a resident is involved in a conduct case in any capacity, they may be permanently reassigned at any time as stated in the Residential Handbook.

Potential outcomes from a conduct meeting include but are not limited to:

- Formal Warning: A warning is a written notification resulting from violations of the Indiana University Code of Student Rights, Responsibilities, and Conduct.
- Probation: Students placed on probation are further warned that any violation of the conditions of the probation or any further acts of misconduct may result in additional disciplinary action, including suspension or expulsion from the university. Students placed on probation may be restricted from other university activities.
- Restitution charge for repair and/or replacement and associated costs of damaged property.
- Fine fines are collected for some violations and returned back to the community through building improvements and programming. Fines may be assessed for damages, policy violations and failure to complete assigned sanctions.
- Exclusion restriction from entering specified areas in the campus housing systems for a designated time period.

- Eviction contract cancellation, including applicable rent and contract buyout fees.
- Additional Disciplinary Outcomes: The conduct officer is authorized to impose additional sanctions, which may include, but are not limited to, attendance at educational experiences, restitution, orders of no contact and/or no trespass, residence hall assignment relocation or contract termination, or other restrictions.

The Office of Housing and Residence Life may determine that sufficient cause exists to impose interim eviction or relocation on a student pending disciplinary proceedings and/or medical evaluation. If imposed, a resident is required to leave the residence within the time specified in the interim eviction notice. Residents who are interim evicted are responsible for rent during the interim eviction period.

#### **Judicial Violations that May Result in Eviction**

The following is a partial list of violations for which exclusion or eviction may result. This list is not all inclusive, but rather is intended to give some examples of serious violations.

- Possession or use of dangerous weapons/substances including guns, knives, explosives or flammable materials.
- Possession or use of illegal drug, bulk alcohol, and use of illegal bath salts or drug paraphernalia.
- Tampering with fire-safety equipment.
- Physical abuse of others including assault and sexual assault.
- Threats of violence to others, including physical threats and sexual harassment.
- Throwing or dropping objects from or at a building.
- Repeated violation of policies or regulations.

DIVISION OF STUDENT AFFAIRS <http://studentaffairs.iupui.edu/> IUpui home Page <https://www.iupui.edu/>