

# KU Student Housing Handbook

## Welcome and General Overview

Welcome to KU Student Housing! We're glad you're here. This handbook is designed to help you understand what it means to live in KU Student Housing facilities. We'll cover everything from your contract and policies, to your rights, and more. You'll also find information about how your Student Housing staff can assist you, and the services offered in all of our buildings.

## Our Mission

**Building learning-centered communities through individual support and respect**

## Vision

- Engaging communities
- Vibrant physical spaces
- Effective administration

## KU Student Housing Inclusion Statement

We proudly commit to preparing our students and staff to thrive in a global community. We seek to understand and affirm all identities we serve to develop a culture where individuals challenge assumptions and engage in open discourse. Through representative staff and equitable policies we will continue to serve the evolving needs of our diverse communities.

## Non-Discrimination Statement of the University of Kansas

The University of Kansas prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression and genetic information in the University's programs and activities.

The following person has been designated to handle inquiries regarding the non-discrimination policies:

Associate Vice Chancellor for Civil Rights & Title IX  
civilrights@ku.edu  
Dole Human Development Center, Room 1082  
1000 Sunnyside Ave.  
Lawrence, KS, 66045  
785-864-6414, 711 TTY

For more information, please see the KU Nondiscrimination, Equal Opportunity, and Affirmative Action policy.

## Student Housing Advisory Board (SHAB)

SHAB recommends policy and contract changes for university-owned student housing. Its membership consists of student leaders from various on-campus living units, faculty and staff members, and the Director and Associate Director of Student Housing. SHAB serves as an advisory board to the administrative offices concerned with student housing and considers special items that may be referred from campus student government. Students are represented through campus student government organizations and a representative from the

## Rights and Responsibilities

Residents in KU Student Housing communities possess specific individual and group rights while engaged in activities that are part of university life. With these rights, residents have reciprocal responsibilities to ensure these same rights for other residents. Student Housing staff educate residents regarding these rights and responsibilities that are associated with community living and use them as a guide in making decisions concerning resident engagement.

### Residents have the right...

- To have reasonable access to their living accommodations based on a published schedule of occupancy.
- To live in a clean and secure environment.
- To access facilities and programs that support the pursuit of academic success.
- To expect a regionally competitive price on housing accommodations.
- To have access to written copies of university housing rules and regulations, or individual building policies that govern individual and group behavior.
- To the respect and safety of personal property.
- To study without interruption or interference.
- To be free from unreasonable noise.
- To be free of intimidation or harassment.
- To express themselves freely within established policies and procedures as established KU Student Housing, The University of Kansas and state and federal laws and guidelines.
- To expect enforcement of the housing agreement/contract and Student Housing Handbook.
- To have direct access to staff who provide assistance, guidance, and support as needed.
- To host guests, within established guidelines.
- To receive equitable treatment when behavior is in question.
- To enjoy individual freedoms regardless of race, ethnicity, gender, gender identity, national origin, disability, age, religion, sexual orientation, or political affiliation.
- To participate in resident governmental bodies.
- To express themselves individually, or by association with groups.
- To have access to individual and group social, educational, and developmental opportunities in their living

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- To monitor and accept responsibility for behavior of guests.
- To report violations of rules and regulations to appropriate staff.
- To respect the rights of others
- To respect the diverse backgrounds and interests of others
- To treat others in a civil manner and manage conflict in healthy and constructive ways
- To be serious in their academic pursuits.
- To participate actively in self-governance.
- To participate in judicial proceedings to determine appropriate standards of behavior.
- To permit immediate access to their room when Housing reasonably believes there to be an emergency or imminent life, health, or safety issue that requires prompt attention.

\* adapted from ACUHO-I Statement of Resident's Rights and Responsibilities, Approved 1987, Revised 2002

## KU Student Housing Policies and Adjudication Processes

KU Student Housing has a variety of policies that aim to develop student learning, keep housing facilities in

proper working condition, and most importantly, promote safety for our residents. These policies are informed by a variety of things, including: local, state, and national laws, national organizations that provide guidance to the field of higher education (ACUHO-I, ACPA, NASPA, and ASCA), and best practices. KU Student Housing's

mission of "building learning-centered communities through individual support and respect," along with our residential curriculum and social justice focus, inform the way KU Student Housing staff document and adjudicate potential policy violations.

**KU Student Housing honors KU's Amnesty Policy which encourages students to report medical emergencies. View the full Amnesty Policy.**

Residents are responsible for the following policies while contracted residents with KU Student Housing:

## HEALTH & WELLNESS

### Alcohol

*\*If needed for religious or cultural practices, please meet with the staff in your building to discuss an exception\**

The presence, possession, use, manufacture, or distribution of alcohol in or surrounding Student Housing facilities or activities is prohibited. Cereal malt beverages and alcoholic liquor (this includes all alcoholic beverages such as beer, wine, energy drinks with alcohol, etc.) may not be brought into or consumed in educational buildings or in university student housing facilities. This regulation pertains to any person, regardless of age, student status, or position within or outside of the university setting. Kansas law 13 prohibits providing alcohol to guests under the age of 21. Adults charged with a violation of the hosting law face penalties under the law and University policy.

There is an exception to this prohibition on possession and use of alcohol for persons of legal drinking age, who possess and consume alcohol in an amount consistent with personal consumption, in the confines of individual apartments in Jayhawker Towers, McCarthy Hall, Stouffer Place, and Sunflower Apartments. Consistent with the policy permitting possession only for the purposes of personal consumption, alcohol containers in excess of one liter, including kegs and party balls, are prohibited in all Student Housing facilities.

All who are present or are a party to an alcohol policy violation will be subject to further action under the university and housing conduct process, regardless of their participation level. The irresponsible use or misuse of

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- Hosting a gathering where alcohol is consumed by minors.
- Participating in high-risk alcohol consumption. Examples include, but are not limited to, kegs or significant amounts of alcohol, beer pong, flip cup, and/or other drinking games, inability to function without assistance, incoherence, disorientedness, unconsciousness, loss of control of bodily functions, community disruption, and/or endangering self and/or others.
- Possessing devices to rapidly consume alcohol. Examples include, but are not limited to, beer bongs and funnels.
- Containers once containing any alcoholic beverage are prohibited in the residence halls, scholarship halls, and in apartments where the occupants are not at least 21 years of age. This prohibition includes, but is not limited to, beer cans or bottles, liquor bottles, wine bottles, kegs, funnels, beer bongs, and/or flasks. Discovery of an alcoholic beverage container or other alcohol paraphernalia will require immediate discarding of the item, container and contents, if any, in the presence of a staff member.

### Drugs

The illegal possession, illegal or inappropriate use, or presence of drugs is prohibited.

Policy violations include, but are not limited to:

- Possession and/or use of drugs and/or controlled substances is prohibited. Examples include, but are not limited to, inhaling, injecting, or ingesting.
- Manufacturing, growing, selling, providing, and/or distributing drugs and/or controlled substances is

prohibited.

- Possessing drug paraphernalia is prohibited.
- Misuse of prescription medications of any kind is prohibited.
- Inhaling, injecting, or ingesting any substances that may alter your mental state not directed by a medical professional is prohibited.
- Possession of prescription medications other than those prescribed to and in possession of the resident.
- Hosting a gathering where drugs and/or controlled substances are present and/or consumed is prohibited.

## Self-Care and Concerning Behavior

Engaging in behavior that poses a threat of danger or harm to the life, health, well-being, safety, or property of any member of the University community (including oneself) is prohibited. Residents are responsible for their own self-care and are expected to independently manage daily life functions. Examples include, but are not limited to, appropriate personal hygiene and management of medical conditions.

## Smoking

Smoking, including the use of electronic cigarettes, vaping devices, or any device or product which simulates or approximates smoking, is prohibited in buildings operated by KU Student Housing. All KU Student Housing buildings are tobacco-free. View the full Tobacco Free KU policy.

## Public Health

Residents are prohibited from engaging in behavior that pose a public health risk to themselves or others. Examples of this include, but are not limited to, excessive trash in a residential space, unsanitary cooking practices, defecation, urination, vomiting in places outside of a restroom, and/or not following public health guidelines implemented by the University or Student Housing.

## GENERAL EXPECTATIONS

### Cooperation with Staff

Residents and guests must comply with any staff member's reasonable request. Examples include, but are not limited to, providing accurate information, remaining at the scene of an alleged incident until dismissed by staff

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Residents may only host guests in responsible ways. Residents may be held responsible for the actions of their guests, including billing for any damages caused by the guest. Guests who violate policies or are disruptive to the community may be required to leave by a Student Housing staff member or the KU Public Safety Office. Guests are expected to abide by all university and Student Housing policies. This includes, but is not limited to:

- When a resident hosts guests, the resident must escort the guests at all times. Only a resident of the building may serve as the host.
- A resident may host a guest in their unit (room, suite, or apartment) with prior express consent of all contracted residents of the unit.
- Residents are responsible for completing a roommate agreement that will include mutually agreeable expectations that define guest visitation and privileges. A resident's right to privacy prevails over a resident's privilege of hosting guests.
- A guest may not stay more than three consecutive nights in any community without prior approval, in writing, from the community's Complex Director.
- Only contracted residents assigned to a specific unit may live there. Co-habitation, sub-letting, or receiving compensation of any kind for the use of a contracted space is strictly prohibited.
- Residents and guests may not sleep in public areas of any community.

### Resident Conflict

Residents are expected to resolve disputes in a cooperative manner. Residents are encouraged to resolve their disputes using conflict resolution practices on their own or guided by the assistance of housing staff.

## Misleading Representation of KU Student Housing

Residents are prohibited from misrepresenting KU Student Housing.

- Residents are prohibited from using KU Student Housing brand, images, names or other identifiable information for personal use or gain.
- Designs for signage, t-shirts, murals, etc. need to be submitted to the Complex Director for approval.
- Residents are prohibited from falsely representing themselves, or acting as, any KU Student Housing facility, agency, organization, representative, staff, or the kind.

## Dissemination of Information

Residents are prohibited from posting or distributing materials without approval by the Complex Director or KU Student Housing. Only signage approved by KU Student Housing may be posted in or around KU Student Housing property.

- Distribution of items to student mailboxes is limited to hall programming information, KU Student Housing information, or high priority, time sensitive university information with approval by KU Student Housing.
- Solicitation is prohibited; this includes distribution of flyers and door-to-door canvassing without permission.

## Disorderly or Disruptive Conduct

Residents are prohibited from engaging in behavior that unreasonably interferes, disrupts, or obstructs KU Student Housing communities, activities, or individual members and/or their guests.

## Noise/Quiet Hours

Residents are expected to keep disruptions caused by noise to a minimum.

- 24-hour courtesy hours - Residents are prohibited from creating noise such that the volume disrupts community members.
  - If a resident asks another to lower their volume, the request should be honored. If someone believes a request is unreasonable, the resident can consult with Student Housing staff.

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spaces.

- Due to the unique nature of subwoofer sound to travel throughout the building, subwoofers are prohibited in assigned spaces.
- Amplified instruments may only be played in facilities approved by the Complex Director. All speakers and musical instruments may only be played in accordance with the noise policy.

## Keys, Locks, and Student ID Misuse

Unauthorized possession, duplication, or use of keys or KU Card in any university facility, or unauthorized entry or access to university facilities is prohibited. Keys and KU Card must remain in the possession of the person to whom they are issued and may not be used by another person. Installation of additional locks (keyed locks, chain locks, deadbolts) is prohibited.

- If you lose your key immediately inform a staff member so that your room can be secured. Replacement keys will result in a lock change and the student will be responsible for associated costs.
- Residents are prohibited from requesting keys to residential spaces of which they are not assigned.

## Violation of or Failure to Follow Policies or Regulation

Residents are required to adhere to all policies and processes communicated by Student Housing. This includes, but is not limited to, posted signs, formal email communication, this Student Housing Handbook, and reasonable staff interactions (e.g., a request for identification). Violation by a resident of federal, state, or local laws, or the policies or regulations referenced within this document, are prohibited.

## **Gambling**

Residents are prohibited from gambling in or surrounding Student Housing buildings or activities. Gambling is defined as the wagering of money or other valuables on the outcome of events. Examples include, but are not limited to, card and dice games, sport pools, lotteries, raffles, internet gambling, gambling devices and gambling machines.

## **Sports**

Residents are prohibited from engaging in behavior in or surrounding Student Housing buildings or sponsored activities that includes, but is not limited to: indoor sports, roughhousing, indoor running, scaling exterior walls, accessing roofs, jumping over balconies, misusing or damaging fire safety equipment, indoor skateboarding, indoor hoverboards or scooters, and similar devices.

## **Pets**

Residents are prohibited from bringing pets into Student Housing facilities. The only pets allowed in KU Student Housing facilities are fish in aquariums of 20 gallons or fewer. Please see “Animals – Service & Emotional Support” below for policies regarding ESAs and Service Animals on campus.

## **Emotional Support and Service Animal Care and Management**

Residents must care for their approved Emotional Support Animal (ESA) or Service Animal. This includes taking care of the animal's basic needs, cleaning and disposing of waste, and arranging for emergency care for the animal if the owner is unable to tend to the animal. Additionally, the resident must assist in maintaining an environment that is conducive to community living. This includes, but is not limited to, keeping noise from the animal to a minimum and ensuring others safety when engaging around or with the animal.

Additionally, when staff are interacting in the resident's space (to perform service requests, health and safety inspections, etc.), the resident must be in control of the animal at all times.

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Student Housing or meet with a Complex Director to discuss the relevant policies and expectations regarding having an animal in the building. The result of the questionnaire and/or conversation is an agreement with the resident acknowledging their responsibilities. Neglecting responsibilities included in the agreement may result in conduct action.

See the “Animals – Service & Emotional Support” section.

## **VIOLENCE**

### **Violence**

Residents are prohibited from engaging in physical abuse, battery, or actions that threaten the health, safety, or emotional well-being of any person. This includes threats of violence, intimidation, or coercion that may cause harm to an individual or may cause fear for safety of self or others.

### **Sexual Misconduct**

Residents are prohibited from engaging in sexual acts against someone's will by force, threat of force, coercion, or in situations in which an individual is unable to give consent.. Further, sexual intercourse with someone who doesn't consent either because they are 1) overcome by force or fear; 2) unconscious or physically powerless; 3) incapable of consenting because of mental deficiency or disease, or under the effect of alcohol or drugs when

known or reasonably apparent to the offender are prohibited. Unwelcome contact with or touching of another person's genitals, breasts, buttocks, or other unwelcome physical contact of a sexual nature intended to arouse or satisfy the sexual desires of the individual making the contact or a third party is prohibited. The University of Kansas prohibits sexual harassment and is committed to preventing, correcting, and disciplining incidents of unlawful harassment, including sexual harassment and sexual assault.

For more information from the Institutional Opportunity and Access, see the Sexual Harassment Policy page.

## **Harassment, Racial and Ethnic Harassment or Discrimination**

Residents are prohibited from engaging in harassing or discriminatory behavior that is motivated by race or ethnicity. The University of Kansas and KU Student Housing are committed to programs and activities that are free of racial or ethnic discrimination. Racial and ethnic harassment is a form of illegal discrimination and is contrary to the nature and mission of our institution. View the full University of Kansas policy on Racial and Ethnic Harassment.

## **Harassment, Protected Identity Based Harassment or Discrimination**

Residents are prohibited from engaging in harassing or discriminatory behavior that is motivated by a protected identity (race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression and genetic information). The University of Kansas and KU Student Housing are committed to programs and activities that are free of identity-based harassment or discrimination. Identity-based discrimination (as listed above) is a form of illegal discrimination and is contrary to the nature and mission of our institution. View the full University of Kansas policy on Racial and Ethnic Harassment

## **Harassment, General**

Residents are prohibited from engaging in harassing behavior or materials (regardless of method or medium). This includes any comment, action, or behavior that is so severe, pervasive, discriminatory, or objectively offensive that it reasonably interferes with the ability of a resident to fully participate in the services, activities, and privileges of the residential community.

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owned housing.

## **Burglary/Theft**

Residents are prohibited from unlawfully entering Student Housing facilities, (building, student room, secured space, etc.) with intent to commit a larceny or felony; breaking and entering with intent to commit a larceny, safecracking, lock tampering or picking, and all attempts to commit any of the aforementioned is prohibited. This includes taking or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force, violence, being in possession of property that is stolen or causing the victim fear is prohibited.

## **Weapons**

Residents are prohibited from possessing the following in or around KU Student Housing facilities:

- a. Rifle, shotgun, BB gun, paintball gun, airsoft gun, pellet gun, air/CO2 gun, or blow gun.
- b. Any major components including, but not limited to barrels, stocks or grips, or receivers, whether partial components or components of a complete firearm.
- c. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a Taser; however other personal stun guns are not deemed to be a weapon for purposes of this policy.
- d. Incendiary, explosive, or gaseous devices, including, but not limited to, bombs, mines, grenades, rockets

- having a propellant charge of more than four ounces, or missiles having an explosive or incendiary charge of more one-fourth ounce.
- e. Any incendiary or explosive material equipped with a fuse, wick, or other detonating device.
- f. Any tear gas bomb or smoke bomb; however, personal self-defense items containing mace or pepper spray shall not be deemed to be a weapon for the purposes of this policy.
- g. Any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure, or any knife having a blade that opens by the force of gravity or by an outward or downward thrust of movement
- h. Any straight-blade knife of four inches or more, except culinary knives designed for and used solely in the preparation or service of food
- i. Any martial arts weapon such as nun chucks or throwing stars.
- j. Any longbow, crossbow and/or arrows, or other projectile that could cause serious harm to any person
- k. Any open carry or open display of any firearm in or around Student Housing facilities is prohibited. Exceptions to this are for instances of self-defense or transferring the handgun to safe storage.
- l. Possession of a firearm under the influence of drugs or alcohol is prohibited

Pursuant to state law K.S.A. 75-7c20, any individual who is 21 years of age or older and lawfully eligible to carry a concealed handgun in Kansas may do so, including in Student Housing facilities. (By federal regulation, individuals with a nonimmigrant visa may not possess or receive firearms or ammunition.)

Individuals age 18-20 are able to carry a concealed handgun if they have taken required training and acquired a provisional concealed carry license.

The state of Kansas also offers reciprocity of valid concealed carry licenses from other states.

A handgun is defined as a pistol or revolver designed to be fired by the use of a single hand. Each individual is solely responsible for carrying, storing and using their handgun in a safe manner and in accordance with the law. An individual who carries a concealed handgun on campus must take reasonable measures to conceal the handgun on their body or in a bag, purse or backpack kept in their custody and control. KU policy requires that concealed handguns must be in a holster that completely covers the trigger area and secures the hammer in an un-cocked position with a strap. Semiautomatic handguns must be carried without a chambered round of ammunition.

It is illegal to possess a firearm under the influence of alcohol or drugs. Kansas Board of Regents policy prohibits brandishing any handgun. Open carry or open display of any firearm in a residence hall is prohibited, except for instances of self-defense or transferring the handgun to safe storage. When not on the person, a concealed

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## FACILITY USE

**Each resident is responsible for keeping university-owned property in good condition. Residents should carry personal property and liability insurance. The University assumes no responsibility for losses, damages, or injuries of any kind occurring to persons or property in on-campus housing.**

### Damage Billing

Students will be held financially responsible for any damages, lost property, or unusual service or repair to their rooms found to be caused by accident, neglect, or intent. Damages will be assessed by KU Student Housing staff throughout the year, and as a resident vacates their assigned space. If present for the inspection, the staff member may communicate an estimate of damage billing to the resident. Damage billing will be added to the resident's KU account. KU Student Housing may enter a resident space-including common spaces- to assess damages post a resident moving out. Notice is not required for damage assessment checks.

### Windows and Screens

Residents are prohibited from removing or altering window screens. Items cannot be thrown, shot, launched, released or dropped from KU Student Housing windows. Residents are not to exit any room via the window.

- In consideration of the potential risk presented when a screen has been damaged, altered, or removed,

each resident of the room may be assessed a monetary charge of \$125.

## Trash

Residents are prohibited from placing or leaving trash in areas other than those designated for trash disposal. Accumulation of trash within living spaces is prohibited. If Student Housing believes a space has significant buildup of trash within a contracted unit, they may determine entry to the unit is necessary in order to perform a Health and Safety inspection. See “Health and Safety Inspection” section below for more information. Residents are responsible for disposing personal trash in areas designated for trash disposal. Residents may be billed for the removal of trash when residents have not removed trash or property from common spaces or assigned rooms.

## Misuse of Technology

Residents are prohibited from using technology within Student Housing facilities or by using Student Housing provided internet access, in ways that violate federal, state, or local laws. Additionally, residents are prohibited from engaging in technology as a way to inflict violence (see policy on violence above) or generally recording without the consent of all individuals present.

## Disposal of Sharp Objects

Residents are prohibited from disposing sharp objects such as razor blades, broken glass, and needles (hypodermic, sewing, etc.) in a way that could cause harm to others. These items must be discarded in sharps containers that can be obtained from custodial staff due to potential injury. If a resident needs assistance with disposing of sharp objects due to size or safety, Student Housing staff can provide assistance.

## Vandalism

Residents are prohibited from causing damage, defacement, alteration, or destruction of property that belongs to another, including University property, state property, Student Housing property, or other residents’ or guests’ property. This includes non-permanent alterations, damage, or acts that causes staff to need to clean, close, repair, or otherwise address a space. Additionally, this includes electronic networks and infrastructure, and

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property. Any vegetation in said locations may be subject to immediate removal.

## Surfaces, Roofs, and Sunshades

Residents are prohibited from climbing interior or exterior surfaces, or being present on rooftops or sunshades. Placing items on sunshades or climbing onto sunshades is also prohibited.

## University Provided Furniture and Private Property in Common Spaces

Residents are prohibited from removing university provided furniture from its designated location. Common area furniture may not be moved between common areas or to private residential spaces. Any furniture provided by KU Student Housing may not be removed from residents’ rooms. Common living space furniture within student rooms shall remain in the common space. If common area furniture is found in rooms or apartments, costs to relocate the furniture may be assessed to the residents of the space where the furniture is discovered.

Personal property may not be placed in common spaces in the residence halls, scholarship halls or apartments. Residents may not donate or purchase items to be left in common areas within the residence halls, scholarship halls or apartments.

## Exterior Doors and Security

Residents are prohibited from propping exterior doors and tampering with locks. Access to KU Student Housing buildings is restricted to residents, authorized staff members, and hosted guests. Residents are prohibited from permitting entry to unknown individuals. Residents are prohibited from using emergency exit doors for entry or non-emergency exit outside of designated and posted times.

## Transportation Devices

Transportation devices (i.e., bicycles, scooters, hover boards, mopeds, motorcycles, any fuel-operated machines, etc.) are prohibited within and outside directly adjacent to the buildings and in high traffic pedestrian areas (i.e., front entry ways of buildings, etc.).

- Bicycles, scooters, and mopeds are to be stored in the racks outside the building and may not be placed in stairwells or chained to stair rails, fences, or posts.
  - An exception request for the storage of a bicycle may be sent to the Complex Director.
- Motorcycles must be parked outside in accordance with KU Parking regulations.

## OCCUPANCY AND ADMINISTRATION

### Improper Check-Out

Residents are prohibited from checking out of rooms improperly. To check out of a space properly, residents must return any keys to their assigned unit to the building's front desk and follow all instructions provided by Student Housing staff. All personal belongings and trash must be removed from the space. Any property left by the student after the student checks out of the space (or when staff administratively check the student out of the space due to an improper check-out), may be considered abandoned and be discarded immediately. Failure to follow correct procedures may result in additional charges. Examples include, but are not limited to excessive cleaning, door lock re-core, labor for disposal of property.

### Room Change

Residents are prohibited from changing rooms without prior approval from Student Housing. Room changes must be requested to and approved by Student Housing staff. This includes requests to move within a suite or apartment. There are various times throughout the semester when residents will not be permitted to move (housing freeze). Outside of these times, residents may submit a request to move through the KU Housing portal. Staff will review requests and work with the resident to find a space that meets their needs. Room changes are

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occurred. Additionally, residents are prohibited from requesting keys or access to residential spaces when they are not assigned.

### Vacant Spaces

Residents are prohibited from occupying residential spaces of which they do not have a contract for. If a resident has a vacancy in their room, suite, or apartment, the vacancy must be kept clear of belongings, clean, and ready to receive a resident at any time. Student Housing staff will attempt to communicate with any current resident if the vacant space will be occupied by an incoming resident, and no notice is required to move a resident into a vacant space. At times Student Housing staff need to confirm the vacant space is ready to receive a resident. KU Student Housing may enter a resident space — including common spaces — to assess damages post a resident moving out. Notice is not required for for vacancy or damage assessment checks.

### Failure to Vacate

Residents are prohibited from occupying Student Housing spaces without a housing contract. Additionally, residents must be enrolled students at the University of Kansas in order to be eligible for housing in Student Housing facilities. If a resident is under-enrolled or not enrolled in classes, they may be instructed to vacate Student Housing facilities. Additionally, residents may be instructed to vacate or relocate to other facilities for conduct related reasons. Residents must comply with directions and deadlines to properly vacate a space. Student Housing may also consolidate spaces which may require residents to move to a new housing

assignment. See “Housing Contract Terms - Interpretation of the Contract” section below for more details.

## FIRE SAFETY

### Setting Fires

Residents are prohibited from intentionally or accidentally starting fires of any kind, size, or material, in or around Student Housing facilities. There are designated locations and University processes to follow if residents would like to use outdoor grills.

### Emergency/Fire Safety Equipment

Residents are prohibited from altering or damaging (intentionally or through negligence) fire safety equipment is prohibited. Fire safety equipment includes, but is not limited to, smoke/heat detectors, sprinkler heads, fire extinguishers, pull stations, exit signage, alarm panels, exterior doors, fire escapes, etc.

Activating or using fire safety equipment without reasonable cause is prohibited. Repeatedly causing activation of a fire safety equipment due to misuse of, or within, Student Housing facilities is prohibited. Residents are expected to utilize fire safety equipment responsibly and within the intent of the equipment.

Residents must also vacate the building when fire safety equipment or staff notifies residents of an emergency requiring evacuation. Residents must exit the building in a timely and orderly manner, regardless of whether an emergency exists.

### Fire Hazards/Appliances

*\*If needed for religious or cultural practices, please meet with the staff in your building to discuss an exception\**

Residents are prohibited from using or being in possession of the following items and/or practices:

- Items with open flames: candles (with or without wick), incense, etc.
- Items with exposed heating elements: toasters, toaster ovens, electric skillets, rice cookers, crock pots, wax warmers, etc.
- Items with high risk of malfunction and combustion: extension cords, unprotected multiple socket plugs,

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• Tampering, hanging, covering, removing, destroying or otherwise tampering with fire safety equipment (smoke detector, sprinkler, emergency exit sign, etc.)

- Cooking in non-kitchen spaces is prohibited

KU Student Housing permits the use of microwaves, refrigerators, and coffee pots in student rooms.

Refrigerators in residence halls and scholarship hall rooms may not exceed 4.5 cubic feet and microwaves may not exceed 1000 watts. Only one unit may be plugged into an outlet.

In Student Housing units with kitchens (Jayhawker Towers, Stouffer Place, McCarthy Hall), the responsible use of counter-top cooking appliances is permitted. Examples include, but are not limited to, toasters, toaster ovens, contact grills, rice steamers, crockpots, etc. Appliances should be clean, in good repair, and attended while in use. The use of these appliances is limited to the kitchen.

All approved appliances, electrical devices, and cords must be Underwriters Laboratory (UL) approved. Surge protector strips may be used. Total electrical usage should not exceed that which can be provided by one surge protector strip per outlet and should not overload, short, or create line disturbances.

## STUDENT HOUSING CONDUCT PROCESSES

### Overview

Student Housing partners with the office of Student Conduct and Community Standards in order to adjudicate non-academic misconduct. The two offices share cases through the Code of Student Rights and Responsibilities

and the Student Housing handbook. Both offices aim to enact an educational and restorative process.

Misconduct is addressed through sanctions and referrals for after care and on-campus resources. In determining sanctions and referrals, the hearing officer will consider what educational opportunities exist, what harm has been caused, and what resources could be beneficial for the resident to explore.

Students who live on campus become part of a community of diverse individuals. When each student assumes responsibility as a member of the residential community, everyone benefits. To ensure residents can exercise their rights as individuals without unduly infringing on the rights of others, certain basic policies and procedures have been established to facilitate mutual respect and consideration among community members. Cooperation is essential to developing an environment of mutual respect and support.

## Determining Student Housing Policies

When determining and creating policies, KU Student Housing considered three main areas:

**1. Residents should abide by local, state, and federal laws and should abide by university policies and regulations.**

Residents are expected to abide by the University of Kansas Code of Student Rights and Responsibilities and all city, state, and federal laws. Conduct must also be consistent with policies outlined in the Student Housing Contract and Housing Handbook. These regulations, together with the rules of the University of Kansas governing bodies relating to student conduct (e.g. University Senate and the Student Housing Advisory Board), and generally accepted standards of social behavior, are part of the agreement to live here.

**2. Residents should show respect for all individuals in their community.**

Successful group living can be achieved only through the cooperative effort of each resident. Each resident must be aware of their rights and privileges and equally aware of the rights and privileges of others. Each resident should expect their rights will be respected and, in a similar manner, each resident must avoid infringing on the rights of others.

**3. Residents should be mindful of personal safety.**

Residents should keep in mind that neglecting personal safety can, and often does, have an impact on

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- The conduct process encourages student learning through self-reflection, educational discussion, sanctioning and exercising student rights and responsibilities.
- The process fosters student learning, accountability and personal and social responsibility, aiming to prepare students for successful citizenship within KU and the world around them.
- The process strives to be restorative and educational, repairing harm when possible and returning feelings of dignity, self-worth, security, and confidence for students and their community, through outcomes that are restorative and developmental.
- All students have a right to privacy, to information relevant to their conduct case, to receive timely and thorough notice of concerns, to be heard by an objective party, and to have the opportunity for an appeal.

## Student's Rights through the Conduct Process

The following are rights residents have throughout the conduct process:

- Residents have the right not to participate in the conduct process
- Residents have the right to an advisor
- Residents have the right to appeal (see the appeal process below).

## Outline of the Process

**1. Incident Reports: Incident reports are informational documentation of a staff member's perspective of the incident in question.**

Once submitted by a staff member, incident reports are automatically forwarded to the community's

Complex Director and Assistant Director. The Complex Director reviews the report and determines whether to schedule a hearing. The Complex Director assigns the hearing to a staff member who will serve as the impartial hearing officer. KU Student Housing staff members who are trained to serve as impartial hearing officers include: Assistant Complex Directors and Scholarship Hall Directors, Complex Directors, Assistant Directors, and the Associate Director for Residence Life. Additionally, the Associate Director for Residence Life oversees the process as a whole.

**2. Hearing Notification: A hearing notification is a document the hearing officer sends to a resident allegedly involved in an incident. This is notification that a conduct hearing will be necessary to discuss and resolve an incident.**

If a resident is documented for allegedly violating a policy, the resident is sent a hearing notification to their KU e-mail address. The notification contains the alleged policy violations, the date, time, and location of the hearing, and hearing officer's name, contact information, and other pertinent information. If the resident cannot attend the hearing at the time scheduled, the resident must contact the hearing officer to reschedule. Hearings are typically scheduled with reference to a resident's academic schedule.

**3. Hearing: A hearing is when the hearing officer and resident meet to discuss the incident in question.**

Student Housing conduct hearings are administrative. Each resident thought to be involved in said incident will meet individually with a hearing officer. During the hearing, the resident and the hearing officer will review the resident's rights, conduct process, incident report, and the policies involved. The hearing officer listens to the resident's explanation and asks questions to collect additional information before making a decision on each policy in question. The hearing officer will also seek to clarify any misunderstandings about the involved policies, the resident's role in the community, and the impact the incident had on the community. The hearing officer likely will not make a decision about the case while in the meeting with the resident.

**4. Hearing in absentia: A hearing in which the resident chooses not to participate in.**

Hearing in absentia is when a resident chooses not to participate in the student conduct process. Residents have the right not to attend a hearing, however the hearing officer still needs to adjudicate the conduct and make a decision on the case. If a resident does not participate in the hearing, the hearing officer may hear the case in absentia; using the information they have to make the best decision they can.

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action may result. Students with incomplete sanctions will have an administrative hold placed on their university account. This hold will prevent students from conducting specific university business, such as enrolling in classes for upcoming semesters. A hearing summary letter will be sent to the resident's KU e-mail address.

**6. Appeal: An appeal is defined as a review of the original case.**

During an appeal, the burden is placed on the appealing student or student organization representative to demonstrate why the finding or sanction should be changed. Residents have the right to appeal a hearing decision and must do so in writing within five working days of the decision being communicated. Each hearing summary letter contains the name and contact information for the appeal officer.

Appeals may be based only on the following grounds:

**Excessive Sanctions**

A resident may appeal the decision of a hearing officer if the hearing officer assigned sanctions to the resident that are excessive. Although Student Housing does not follow sanctioning mandates, there are common sanctions for common policy violations, and hearing officers have discretion to assign sanctions they believe will assist in resolving the case. Cost associated with a specific sanction is not grounds for an appeal based on excessive sanctions. The burden shall be on the appellant to identify how a sanction is excessive.

**Failure to Follow Procedures**

A resident may appeal the decision of a hearing officer if the hearing officer failed to follow required procedures. However, if the failure to follow procedures was harmless, that is, did not prejudice the appellant, the hearing officer's decision may be upheld. The burden shall be on the appellant to identify the prejudicial effects of any alleged procedural error.

### **New and Relevant Information**

A resident may appeal the decision of a hearing officer if the resident becomes aware or in possession of new and relevant information pertaining to the case that was not available at the time of the hearing. The burden shall be on the appellant to identify, produce, and give context to any new information.

The written request for an appeal, stating the specific grounds upon which the appeal is based, must be received by the appeal officer within 5 business days from the outcome letter being sent. Appeal requests may be denied in cases not having sufficient grounds without a meeting taking place. All appeals must be submitted to the appeal officer noted in the original outcome letter.

Appeals submitted after the 5 business days may be considered if:

- An administrative error of a staff member occurred
- New information pertaining to the case became available

A resident can engage the appeal process one time for any original outcome letter unless otherwise indicated in the outcome letter.

**\*Note if a resident has been found responsible for Code policy violations (University policies) in addition to Student Housing policy violations and would like to appeal both Code and Housing policies, the resident must appeal Student Housing policy decision to Student Housing, and Code policy decisions to the University Governance Office. For more information, please refer to the KU Student Affairs appeal process.**

## **Inclusive Conflict Excellence: Alternative Conflict Resolution (ACR)**

If all persons personally and directly affected by the conflict agree to resolve the complaint through an alternative conflict resolution (ACR) process (i.e. mediation, restorative justice), and the hearing officer believes that the alternative conflict resolution process is an appropriate form of resolution, the hearing officer will make arrangements for the alternative conflict resolution. Alternative conflict resolution is not appropriate for all complaints, and eligibility to engage in ACR is the ultimate decision of a hearing officer. ACR is a voluntary process that may or may not result in an agreement. If an agreement is reached by the parties involved, the case

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when determining sanctions are: the level of harm to self or others, degree of disruption, damage to facilities, repeated or pattern of behavior, the totality of conduct record, and more. When a resident has been advised that they violated a policy, it is expected the resident stop the behavior and that the violation will not be repeated. If a specific policy violation is repeated, or a pattern of policy violations develop or multiple policies are violated, the resident may expect stronger sanctions, including, but not limited to contract cancellation. If a contract is cancelled by Student Housing due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract. Failure to complete sanctions by the assigned due date may result in further conduct action, a hold on the student's account, and/or contract termination. A hold on a student's account will prevent the student from engaging in certain university business, such as future enrollment or making records requests until the sanction is complete.

### **Possible sanctions**

Accountability sanctions – Accountability sanctions are sanctions that impact a student's status in KU Student Housing. When a student has an active accountability sanction/status, their ability to engage in some university activities may be impacted (e.g., being hired as a Student Housing staff member).

- Notice of Concern: A Notice of Concern is a letter hearing officers use to address minor violations of Student Housing policies (i.e., minor maintenance, health, and safety concerns). The letter will be sent to the resident's KU email address and document how and when the issue was discovered and corrected. Residents will be notified when staff will return to ensure compliance with the request.
- Warning: A warning is a sanction that communicates continued or escalated behavior against Housing Policies will likely result in escalated sanctions. No action from the resident is needed.

- **Conditional Standing:** Conditional Standing is a sanction that may require the resident to participate in an educational sanction and/or refrain from particular behaviors during the duration of the contract period. This status is often limited to a specified time period.
- **Probation:** Probation is a sanction that communicates to the resident that if they continue to violate Student Housing policy, Student Housing will likely cancel the resident's housing contract. If a contract is cancelled by Student Housing due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract.
- **Room or Hall Reassignment:** A resident may be reassigned to another room or another hall when the offense is harassment, assault, battery, mistreatment of staff, or the resident's behavior is determined to be disruptive to the community.
- **Interim Relocation or Removal:** Under the terms of the Student Housing contract, "A housing contract may be immediately suspended and the resident required to vacate the premises when circumstances indicate that the resident's continued presence in the living unit may constitute danger, or threat of danger to property, the resident, or others in the housing system. Housing contracts of residents who are arrested for alleged criminal acts or against whom criminal charges are pending may be suspended under this policy." Residents will be asked to leave the facility immediately. Residents will be given the date and time of a hearing to take place within five class days, during which the resident may demonstrate why his or her continued presence in the housing unit does not constitute a danger, or threat of danger to others, the resident, or property".
- **Removal from Housing:** During finals, students who cause significant disruption may be asked to vacate the hall pending a hearing with a KU Student Housing assistant director
- **Contract Cancellation:** Residents who pose a risk of harm to themselves, other residents, property or continue to violate policies after being placed on probation may have their contract terminated. If a contract is cancelled by Student Housing due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract.. If a contract is cancelled for violation of a policy, the student may not reapply for student housing for a period of time (often one calendar year), from the end of the contract period in which the cancellation was effective.

Educational sanctions — Educational sanctions are sanctions intended to educate the resident on a topical area. Often, but not always, the educational sanction will directly address the policy violation. Exceptions to this include, but are not limited to, the hearing officer assigning educational sanctions on something that was discussed in the hearing, but not part of the actual case. Some examples of common educational sanctions include, but are not limited to:

- **Hawk Habits — Hawk Habits** is a partnership between KU Student Housing and the Health Education and

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Restitution sanctions — Restitution sanctions are sanctions that result in an amount owed to the resident due to the resident's actions which caused damage to property.

- **Financial Restitution - Housing:** In situations where damage has occurred to university property or there is clean-up, repair or replacement costs, a resident may be required to pay for the costs incurred.
- **Financial Restitution - Student:** In situations where a resident has violated a Student Housing or university policy and there are clean-up, repair or replacement costs to another student or the guest, a resident may be required to pay for the costs incurred.

It is important to note that additional systems governing behavior of residents (I.e., Code of Student Rights and Responsibilities, state, and national laws), may also levy charges depending upon the severity of the situation.

KU Student Housing may adjudicate situations under the terms of the Student Housing contract even when there are judicial decisions pending from other entities.

## PARENT NOTIFICATION POLICY

### Students under the age of 21:

The University of Kansas will implement the following parental notification provision of the Family Education Rights and Privacy Act: 34 CFR 99.31(a)(15)(i):

The disclosure is to a parent of a student at an institution of postsecondary education regarding the student's

violation of any federal, state, or local law, or of any rule or policy of the institution, governing the use or possession of alcohol or a controlled substance if

- A. The institution determines that the student has committed a disciplinary violation with respect to that use or possession; and
- B. The student is under the age of 21 at the time of the disclosure to the parent.

Specifically, when the University of Kansas has knowledge of a student's alcohol consumption or drug use under the circumstances described below, the University of Kansas will notify the parent/legal guardian of a student enrolled on the Lawrence campus who is under 21 years of age. Initial notifications may be telephonic, but all notifications will be followed up with a written notification.

- Following the first known violation of university policy or state law regarding drugs.
- Following the first known violation of university policy or state law regarding alcohol, when the suspected use of alcohol has
  - a. placed the student in a life-threatening situation as determined by an attending medical professional or reasonably determined by the Vice Provost for Student Affairs or designee.
  - b. caused the student to be in a physical or mental state that has prompted intervention by university personnel, police, or medical personnel out of concern for the student's wellbeing or to address the student's conduct.
  - c. endangered the health or welfare of another person, including any report by police of arrest for driving on campus under the influence of alcohol.
- Following the second known violation of university policy or state law regarding alcohol.
- Following a violation of university policy or state law regarding alcohol or other drugs that results in the cancellation of the student's university housing contract.

### **All students, regardless of age:**

In addition, the University of Kansas will notify the parent/legal guardian of any student enrolled on the Lawrence campus, regardless of age, when the student's suspected alcohol or drug use has placed the health or safety of the student or others in danger and notification is necessary to protect the health or safety of the student or other individuals. This notification will be made by telephone and follow-up will be made in writing. View the full Parent Notification Policy, including updates approved after publication of this document.

## **PUBLIC POLICE NOTIFICATION AND RESPONSE**

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Additionally, KUPSO will respond to incidents in parking facilities across campus, including those near housing facilities. KUPSO also enters KU Student Housing space to engage with staff, attempt to build community, and facilitate educational programs.

Residents should anticipate a response from KUPSO in the following situations: illegal substances, Wellness Checks involving illegal substances, community damages/vandalism, active violence, community threats. Residents are also able to call KUPSO as they wish to report: theft, crimes, violence, assaults, threats, damage to property, and other reasons, as needed.

## **SPECIAL DISCIPLINARY BOARDS**

### **Scholarship Hall Judicial Boards**

Students living in a scholarship hall agree to take on the responsibility of cooking and cleaning in the hall and participating in hall governance and operations. Residents who fail to meet their aforementioned scholarship hall specific obligations go before the hall judicial board, comprised of the resident's peers. The chair is the hall's vice president or designee. The scholarship hall director is the board advisor. Residents appearing before the board may explain their situation and dispute the charges. Residents who are found responsible for failing to complete a duty in the hall five times or more face probable removal from the scholarship hall community. The resident may appeal the board's findings to the complex director or assistant director. Residents who fail to complete Scholarship Hall judicial board sanctions will be subject to a student conduct hearing.

## Expectations Regarding a Resident's Living Space

Residents are responsible for knowing the following information. Conduct action may be taken if residents engage with the facilities in a way that damages or compromises the facilities or community in any way.

Please see the policy "Violation of or Failure to Follow Policies or Regulation" for more information.

## Care of University Property/Damage

The resident is responsible for keeping university owned equipment and furnishings in good, clean, and working condition. Residents should carry personal property and liability insurance. Insurance carried by KU Student Housing covers university property only. The University of Kansas assumes no responsibility for losses or damages of any sort occurring to property or persons in university residential facilities.

Students may be held financially responsible for any damages, lost property, or unusual service or repair to their rooms caused by accident, neglect, or intent. When more than one resident occupies the same room and responsibility for damage cannot be ascertained by KU Student Housing, costs may be assessed and divided equally among the room's residents.

Residents are responsible for reviewing their contracted space for damages, submit service requests to repair damages, and report ongoing facility issues to KU Student Housing staff.

Residents also are liable for any and all damage caused by a guest during the course of a visit.

## Service Requests

KU Facilities Services staff members will make repairs in your room or apartment. Please report issues

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## Standard Maintenance

Submitting a work request gives Facilities Services staff permission to enter your space to inspect or correct the issue. You can expect that staff members will knock and announce themselves before entry. You can also expect to receive notification that they have been in your room. When the work request is complete, a notification will be sent to the submitter of the request. When performing maintenance, staff may report any policy violations in plain sight to housing staff and residents may be held responsible for said violations. A resident who submits a service request has invited staff to enter to perform requested maintenance.

## Emergency Maintenance

Maintenance emergencies should be reported to the building front desk or Student Housing Staff immediately. Facilities Services may be available to respond to emergencies outside of business hours upon request. Facility emergencies are defined as: any malfunction of life and safety equipment (i.e., discharged fire extinguisher, non-functioning smoke detector, door lock, window lock, heat/air conditioning, appliance malfunction, etc.), malfunction of property to the extent that performing essential functions is impossible (clogged toilet in private bathroom, etc.), or malfunction of property, that if not addressed, would cause damage to the facilities (pipe leaks, broken tile or cracked grout, ceiling or wall leaks, etc.)

## Pest Control

All residents should take a role in pest prevention by keeping their space clean. Wash dishes and utensils immediately after using. Store foods properly, dispose of trash properly, and report pests immediately.

Routine pest control service is conducted once a month for Jayhawker Towers, McCarthy Hall, and Stouffer Place Apartments. Participation in pest control for these areas is mandatory. Additional pest control treatment may be necessary. KU Student Housing will send a notice to the resident's KU email prior to any service taking place.

All Student Housing residents may request non-routine pest control as needed. To request non-routine pest control, submit a service request and a member of Student Housing or Facility Services will contact you. Residents will receive instruction for preparing their space for the pest control treatment. It is expected that resident apartments are ready to receive non-routine treatment as per the instructions they are given.

## **Routine Health and Safety Inspections**

For the health, safety, and security of residents' rooms and possessions, KU Student Housing Staff members will (with advance notice of at least 24 hours), enter residents' rooms on specific occasions. These occasions will be communicated to all residents through email. Residents can anticipate a Health and Safety Inspection to occur in the Fall, Spring, and Summer semesters. Residents may not opt out of a Health and Safety Inspection; however, if the resident would like to request they are present for the inspection, they may reach out to housing staff and schedule a time for the inspection to occur within the communicated inspection period.

When conducting a Health and Safety Inspection, staff will knock on the door, announce themselves, and proceed to key into the resident's space. Staff will make observations of the condition of the resident's space and document any concerns. Staff will not open drawers, appliances, etc, and will be focused on observing things in plain view. Clear violations of law, University regulations, or of hall policy, which are in plain view will be noted and called to the attention of the proper authorities, including law enforcement when appropriate. Student Housing staff will then address any potential policy violations through the established conduct process.

Students' rights to privacy are guaranteed as part of the "Code of Student Rights and Responsibilities" which states:

Article 19. Students have the same rights of privacy as any other person and surrender none of these rights by becoming members of the academic community. These rights of privacy extend to those living in University

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## **Emergency Entry**

Student Housing staff may enter a resident's room, suite or apartment without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared.

## **AMENITIES**

### **Laundry**

Washers and dryers are available in each hall. Laundry facilities may only be used by contracted residents in university housing. Use high-efficiency laundry soap, preferably pre-measured individual single-dose packets. Courtesy should be exercised by all residents since many people share these machines. Do not leave laundry unattended. Any theft should be reported to the building front desk and KU Public Safety. KU Student Housing is not responsible for damaged, lost, or stolen property.

### **Recycling/Trash Disposal**

Recycling and trash receptacles are provided on the floors of residence and scholarship halls as well as McCarthy Hall. Large items should be taken to the hall dumpster. At Jayhawker Towers, place garbage in plastic

bags. Close them securely and dispose of them in the trash and recycling rooms located on the lower levels of the building. At Stouffer Place Apartments, all garbage must be sealed in plastic bags and deposited in the dumpsters near the buildings. Residents in any living unit may be charged for the improper disposal of trash.

## Internet Connection and Cable

Data and cable services are provided to on-campus students through an internet service provider, Apogee. Residents only need to connect their equipment through the website to obtain service. A registration process is required for the data connection. All students seeking direct connection to the campus network must register online through myresnet.com. The Apogee 24-hour customer service number is 1-855-643-2149.

Residents must refrain from engaging in any activity that will violate any Student Housing policy, Student Code of Rights and Responsibilities, or any law.

## Air Conditioning/Heating

All Student Housing facilities are adequately and appropriately heated and cooled. Unless provided by Student Housing, no space heaters or window air conditioning units are permitted. In some buildings students control their room/suite thermostats. In buildings where that is not possible, staff members consult a 5-7 day weather forecast to determine when a transition from heating to cooling, or cooling to heating will take place. Upon changing, a building may take up to three days to regulate to the new system and temperatures. Fan coil units in each room distribute warm or cool air. Residents can control the fan speed, however residents do not have full control over the temperature. Some residents have attempted to warm/cool the air in their rooms by opening windows. We advise against this because it may result in condensation in your room, and thus create bacteria.

If you believe your room is excessively warm or cold, submit a service request to facility staff to evaluate.

## Personalization of Contracted Space

Residents are not permitted to make modifications—whether structural, electrical, or plumbing—to the facilities, nor to attempt any construction or remodeling, no matter how minor. No furniture may be removed from residents' rooms, including double rooms as singles.

Residents are not allowed to decorate any wall or other surface with paint, wallpaper, paneling, or contact paper.

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1. Construction, decoration, or arrangement of furnishings in a manner that hinders easy exit from a room is not permitted. No obstacle should prevent a door from completely opening. The arrangement of the room furnishings must not require KU Facilities Services or roommates to lift or move heavy furniture in order to work on equipment or exit the room.
2. Excessive amounts of flammable material is prohibited
3. Decorative items (including but not limited to cloth, fish netting, paper, parachutes, or any other highly combustible material) may not be hung from the ceiling or from other overhead room structures (including but not limited to sprinklers, pipes, and smoke detectors).
4. Open flame decorations (i.e. candles, oil lamps, and incense) are prohibited. *\*If needed for religious or cultural practices, please meet with the staff in your building to discuss an exception\**
5. Decoration on the outside of the room door or on the room's window is permitted if it is not in violation of university guidelines, is not a fire hazard, and if the adhering materials do not cause damage as per #7 below. Decorations hung on windows should generally be directed to the interior of the room. Window decorations may not include personal identifying information of any person. Profanity or references to genitalia are prohibited.
6. Decorations should not be hung on surrounding walls or in common hallways.
7. Approved adhering materials include straight pins, thumb tacks, or masking tape/painter's tape. **Residents should not use 3M command strips**, clear Scotch tape, double sided tape, glue guns, or other similar items. Residents may hang room decorations from molding strips. Decorations may be hung with straight pins (on dry wall or plaster walls) or double-sided tape on block walls.
8. Carpet may not be affixed to the floor

9. Televisions or monitors may not be affixed to the walls.
10. Roommates should agree on the decorations in their room, suite or apartment.

## Lofted and Bunked Beds

Each residence/scholarship hall has beds that bunk or loft. Most beds have safety railings and built-in ladders on the bed ends. Residents with lofted beds may request height adjustments through a service request to Facilities Services. Ladders may be requested through a Service Request if your bed is located in a space that does not allow access to the bed ends. Bunked beds cannot be modified in height. Residents may NOT bring outside loft kits or build their own lofts. No bed or portions thereof supplied by Student Housing may be removed from the room. Additionally, there are rooms in which there may not be space to un-bunk or deloft beds. Housing Staff will make such determination and communication all available options in order to resolve a concern.

## Fire Drill

An unannounced fire drill, required by the State Fire Marshal and in accordance with the 2006 International Fire code, will take place within the first 10 days of the fall and spring semesters. Evacuation routes are posted on the back of the residents' doors. A second drill each semester will also occur. One of the two drills will happen at night.

## Animals – Service & Emotional Support

### Definitions

#### a. Emotional Support Animal

An “emotional support animal” (“ESA”) is an animal that provides comfort to an individual with a disability upon the recommendation of a healthcare professional. An ESA does not assist a person with a disability with activities of daily living, but rather, its role is to live with a student and alleviate the symptoms of an individual’s disability to provide equal opportunities to use and enjoy residential life at the University. ESAs must remain in the owners assigned bedroom at all times.

#### b. Service Animal

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Student Housing facilities with the exception of fish. See “Pets” policy above for more information

### Owner Care & Handling

- a. Service and Emotional Support Animals must be properly licensed in accordance with all federal, state, and local laws.
- b. Service and Emotional Support Animals must be in good health and have all vaccinations.
- c. Service animals may accompany the owner to any location at any time. Emotional Support Animals may not leave the owners room, with the exception of allowing the animal to relieve itself, and must not create a disturbance while the owner is away from the room.
- d. Service and Emotional Support Animals must be under the control of the owner at all times.
- e. Owners of a Service or Emotional Support Animal will maintain a clean, healthy, and odor free living space.
- f. Owners of a Service or Emotional Support Animal are responsible for cleaning up after your animal’s waste, and should carry sufficient and appropriate equipment to clean up after the animal. Waste must be bagged and discarded in waste receptacles located outside of KU facilities.
- g. Owners of a Service or Emotional Support Animal must assure the animal doesn’t interfere with the daily routine or activities (ability to sleep, enter or exit the hall, study, etc.) of residents who reside in the hall.
- h. The owner of the animal is financially responsible for any damage caused by the animal. This includes bodily injury or property damage.
- i. The owner must have an established care plan in case of emergency which cases the owner to not be able to care for the animal. This plan must include how the animal will be cared for and where the animal will live.

### **Non-Owner Care & Handling**

- a. Individuals other than the owner should never touch or handle an animal unless invited to do so by the owner.
- b. Individuals other than the owner should not feed the animal unless invited to do so by the owner.
- c. Individuals are not to intentionally startle the animal.
- d. Individuals are not to attempt to separate the animal from the owner.
- e. Individuals are not to inquire for details about the owner's disability or reason for having a Service or Emotional Support Animal.

### **Removal of Approved Animal**

KU Student Housing may exclude or remove any animal that:

- a. Poses a direct threat to the health or safety of others,
- b. The animal's presence requires an unreasonable alteration of the University's normal functions,
- c. If the owner consistently fails to comply with the policy governing animals in Student Housing facilities, or
- d. The animal's presence creates an unreasonable and unmanageable disturbance to the community, the student conduct process may be utilized.

## **Expectations Regarding a Resident's Contract and Assignment**

Like KU Student Housing policies, residents are responsible for knowing the following information. Conduct action may be taken if residents engage with their KU Student Housing contract or assignment in a way that alters their assignment or contract without express consent from KU Student Housing.

Please see the "OCCUPANCY AND ADMINISTRATION" and "Violation of or Failure to Follow Policies or Regulation" policies above for more information.

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## **Housing Contract Terms — Interpretation of the Contract**

The Student Housing Contract is a legal document representing an agreement between you and KU Student Housing. Contracts are not transferable. Reassignment of the contract or subleasing are not permitted.

### **Eligibility for Occupancy**

The contract requires all residents of Student Housing agree and adhere to all applicable rules and regulations including, but not limited to: (1) the Housing Handbook, (2) the Code of Student Rights, Responsibilities and Conduct for the University of Kansas, (3) the University of Kansas Parking Regulations, (4) the University of Kansas Policy Library, and (5) My Resnet User Agreement with Apogee. Please read these publications. You are responsible for abiding by their contents.

Persons who have a criminal record involving a felony are not eligible for student housing.

The contract requires the resident to be a fulltime student taking 12 undergraduate or nine graduate hours

### **Under-enrollment:**

The contract requires the resident to be a fulltime student taking 12 undergraduate or 9 graduate hours.

Occasionally, Student Housing grants exceptions for students to remain in on-campus housing with part-time enrollment. Students may email [housing@ku.edu](mailto:housing@ku.edu) or call 785-864-4560 to contact Student Housing with questions.

## Not Enrolled

Non-enrolled students are not eligible to live in Student Housing facilities and must work with housing staff to establish a plan to vacate the Student Housing facility. Non-enrolled students are expected to contact KU Student Housing immediately upon loss of student status. Withdrawal from the university does not automatically terminate your housing contract. Charges will continue to accumulate until you have moved out and notified Student Housing. Students may email [housing@ku.edu](mailto:housing@ku.edu) or call 785-864-4560 to contact Student Housing.

## Cancellation of the Student Housing Contract

Housing contracts are for the academic year. Cancellation after the start of the academic year is permitted under the following circumstances:

- Loss of student status, withdrawal from the university, or failure to enroll. Students are required to vacate the residence. Students remaining in the facility after their official date of withdrawal from the university must pay for all charges incurred after this date. Federal financial aid cannot be used to pay these charges.
- Assignment to a university sponsored internship, research, or other university program, which requires living away from Lawrence.
- Completion of graduation requirements during the term of the contract.
- Marriage. Proof of marriage must be presented.
- Unusual and compelling circumstances which may entitle the resident to special consideration.
- Student Housing reserves the right to cancel a resident's Student Housing contract for conduct related behavior. Please see the "STUDENT HOUSING CONDUCT PROCESSES" section above. If a contract is cancelled by Student Housing due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract.

Residents seeking a contract cancellation must submit their request to KU Student Housing. A detailed written explanation and documentation may be required.

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## Failure to Vacate

Residents are responsible for their personal property at all times. If a resident does not vacate their assigned residential space as scheduled (following internal transfers as well as at the end of a contract period) and have not removed personal property, the University will make a reasonable attempt to contact the resident. If after 48 hours the resident has not vacated the assigned residential space, the University will remove any remaining personal property and store it at the resident's expense for up to 30 days. Residents will be charged \$50 per day plus the daily rate for each day they and/or their belongings remain in the assigned residential space. After 30 days, the personal property is deemed abandoned and becomes the property of the University and, in most instances, will be donated or discarded.

The University shall not be liable for damage to or loss of property that might occur during the course of removal or disposal. The University will bill the resident for all costs incurred in removing and storing personal property, and restoration of the assigned residential space following removal. Residents agree to be responsible for payment of such costs, including any other outstanding charges.

## Contract Payments

Residents receive e-bills to their KU email from Student Account Services. For all questions about university payment options, visit the payment plan page on the KU Student Accounts & Receivables website.

## Break Periods (Residence and Scholarship Halls)

The residence hall and scholarship hall academic year contract covers academic semesters. Winter break housing is available for an additional charge. Meal service is determined by KU Dining, and is not guaranteed. For information about break period meals, visit the KU Dining website.

Residents interested in break housing should make reservations in advance whenever possible. Break housing may not be available for residents without a reservation

## Contract Renewal

Residence hall, scholarship hall, and apartment contracts are for one academic year. Returning residents may sign a contract and choose rooms and roommates before new students.

## Requesting To Move: A Change in Room, Suite or Apartment Assignment

Residents who wish to change to another space may request to do so by completing the room change application on their KU Student Housing Portal, located on the resident's myku portal. If space is deemed to be available by Student Housing staff, an offer to move will be sent to the resident's KU email.

If the resident does not move (including checking out of your current hall) within the timeframe provided by Student Housing staff, they may be charged for both spaces for the duration of time both spaces were unavailable to other residents. Residents' housing bill will be adjusted to reflect any change in price from the

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determine if space is available.

Residents moving into the Scholarship Halls from another community will need to complete a Scholarship Hall application. For more information, visit the scholarship hall application page.

## Room Freeze Periods

There are times when residents will not be allowed to change rooms due to occupancy maintenance needs. For more information, contact Student Housing at [housing@ku.edu](mailto:housing@ku.edu).

## Room Readiness

If a vacancy exists within a unit, that vacancy must be ready to receive an occupant at any time. This means the existing resident/s should not utilize the vacant space, store belongings, or expand into the vacant space.

## Vacancies

KU Student Housing has the right to assign, reassign, and adjust the occupancy of rooms. If a vacancy occurs in your room, residents may receive a consolidation letter detailing one or more of the following options:

- If space allows in your residence hall space, retain the room as a single and pay the single rate unless the space is needed to solve an occupancy overage. The option to retain your room as a single is not available in Stouffer Place or Jayhawker Towers.
- Remain in the room with the understanding that the vacant space will be assigned as soon as a new student contract or a current resident indicates an interest in moving to that vacant space. The room should be prepared to receive a roommate at any time.

The resident may be required to consolidate to another partially occupied room so a completely vacant room will be available to fulfill occupancy needs. Note: Special occupancy considerations apply to suites and rooms with bathrooms. Corbin Hall triple rooms will not be assigned as double rooms.

## Consolidation

Depending on current or projected occupancy, the resident may not have the option to stay in a partially occupied unit. If this is the case, the resident may be required to consolidate by moving to another partially occupied room on your floor.

Residents who do not take action per the consolidation letter will be assessed the single room rate for the remainder of the contract period.

All options may not be available consistently throughout all facilities at any given time. Student Housing staff will determine if any of the aforementioned options and requirements are appropriate based on current and projected occupancy levels at any given time.

## Scholarship Halls

Vacancies will be filled as they become available. There is no single room rate option in the scholarship halls.

## Apartments

If an apartment is not at full occupancy during a contract period, new residents may be placed in available space. If time permits, the Student Housing staff will provide advance notice to the current occupants of the apartment. It is the responsibility of the current occupants to ensure that the empty bed space is ready for the arrival of a

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## Transitional & Guest Housing

KU Student Housing offers guest and transitional housing to eligible individuals as space and occupancy allow.

- **Assignments**
  - Housing Contract Terms – interpretation of the Contract
  - Eligibility
  - Check-in
  - Effect of Withdrawal on Your Student Housing Contract
  - Check out
  - Failure to Vacate
  - Contract Renewal
  - Contract Payments
- **Operations**
  - Maintenance and Facilities Services
  - Air Conditioning/Heating
  - Internet, Cable, Phones
  - Laundry
  - Utilities
  - Pest Control

- Recycling/Trash Disposal
- **Safety & Security**
  - Residents' Responsibility for Safer Environment
  - Natural Gas Smells in Transitional Housing (Sunflower Apartments)
  - Room Entry/Search
  - Front Door
  - Room or Apartment lock-out procedures and policies
  - Emergency
  - Fire drill
  - Fire emergency
  - Smoke Detectors
  - Tampering with Fire Safety Equipment
  - Tornado
  - Tornado Watch or Warning
- **Community:**
  - Public School Information for Transitional Housing

Please see the guest housing page for more information regarding guest and transition housing.

## Assignments

### Housing Contract Terms – Interpretation of the Contract

The Student Housing Contract is a legal document representing an agreement between you and KU Student Housing. Contracts are not transferable. Assignment of the contract and subleasing are not permitted.

### Student Housing Policies and Handbook

Residents of transitional and guest housing are expected to read, understand, and adhere to the Student Housing Handbook. Residents are subject to removal and/or formal eviction processes if actions are not in compliance with the handbook.

### Eligibility

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### Check-In

Every resident must register with KU Student Housing staff upon initial occupancy. KU Student Housing will communicate the check-in process to the contracting party, typically through email, over the phone, or in person. As part of check-in, residents may be asked to:

- Verify registration information
- Sign for receipt of keys,
- Complete and return an apartment/room inventory form
- Provide an emergency contact name and contact information in the event the resident is missing,
- Receive other important information.

### Effect of Withdrawal on Your Student Housing Contract

Transitional housing residents must complete and submit the Intent to Vacate form 30 days before move-out. Student Housing staff will then review the form and email the guest if necessary.

Guest housing residents will receive information regarding vacating their unit through direct communication with the contracting unit.

## Check Out

To check out of transitional housing, complete an Intent to Vacate form. You will arrange a preliminary apartment inspection where you will be advised of any items that need attention. You then receive an e-mail confirmation of your intent to vacate the apartment and further instructions regarding inspections, check out date and time, and cleaning and check out lists.

- Express checkout: You pick up a checkout packet from the KU Student Housing office in the basement of Corbin Hall before vacating. Complete and return the forms and your keys to the Student Housing Office. A KU Student Housing staff member notes any damages and completes a Loss Damage report.

To check out of guest housing, please return keys to the KU Student Housing Office.

## Failure to Vacate

Residents and their guests are responsible for personal property at all times. When residents have not vacated as scheduled (internal transfers as well as the end of a contract period) or have not removed personal property, Student Housing staff will make a reasonable attempt to contact the residents. Residents who have not vacated as scheduled or at the end of a contract period will be charged \$50 a day in addition to the daily rate for each day they remain. If after 48 hours, the resident has not vacated, personal property will be removed, donated or discarded.

Residents will be billed \$20 an hour per employee involved in removal of personal property (\$50 minimum). KU Student Housing is not liable for damage to or loss of property that might occur during removal or disposal. Residents will be billed for all costs incurred in restoration of the unit to usable space.

## Contract Renewal

All contracts for transitional housing are subject to renewal each spring. A new contract must be signed by every resident by March 30. If, for the following year, a rate increase is approved or if there is a significant change in the contract, all residents will be notified. Residents who do not wish to renew by March 30 must submit an Intent to Vacate form and are presumed to be leaving no later than June 30. Apartments for which an Intent to Vacate form is received will be assigned to another resident. Residents not returning for fall semester should vacate by June 30. Residents must furnish photo identification any time a contract is modified. KU Student Housing reserves the right to deny renewal of any contract.

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For guest housing, payment is due upon use as communicated by Student Housing staff.

## Operations

### Maintenance and Facilities Services

KU Facilities Services staff members will make repairs to guest housing. Please report issues promptly. You may submit a work request by calling 785-864-4770 or online at the KU Facilities Services website. To complete the online form, use your KU online ID and password. Submitting a work request gives Facilities Services staff permission to enter your space to inspect or correct the issue. You can expect that staff members will knock and announce themselves before entry. You can also expect to receive notification that they have been in your room by a hangtag on your door. Facilities Services staff members are available to respond to emergencies at all times.

### Air Conditioning/Heating

Central air conditioning units are provided in Sunflower Apartment duplexes and the University Guest House by Student Housing. The thermostat controls the apartment temperature. Do not turn the dial past 80 degrees. Do not cover or hang anything from the thermostat. Furnaces should only be serviced by KU Facilities Services personnel. Keep the access to the mechanical room clear at all times. The pilot light should be left on at all times to prevent moisture build-up inside the furnace which would cause it to rust. If a hole rusts through the firebox, gas fumes may escape. All furnaces will be checked and serviced annually. Filters will be changed at that time.

Please keep the cold air return vent in the living room wall open and clear of furniture. This provides the necessary cold air return to the furnace for proper heat circulation. Blocking the return vent reduces the heating efficiency and will cause the furnace motor to burn out. It is the resident's responsibility to ensure adequate heat to prevent freezing of pipes during holidays or any other period when the resident is absent from the apartment.

Guest Housing: Thermostats are centrally located in the living space of apartments and can be adjusted for heating and cooling. Units are serviced and filters are changed periodically by Facilities staff. Please do not block air vents.

## Internet, Cable, Phones

Transitional Housing: Internet, cable, and phone technology is not included by KU Student Housing

Guest Housing: Internet and cable access is provided by KU Student Housing. Directions to access this will be provided in check-in process. Phone access is not included.

## Laundry

Transitional Housing: Sunflower apartments - the laundry is the basement of building 5. You will receive a key to access laundry as part of the check-in process.

Guest Housing: Laundry is in each guest housing unit.

## Utilities

Transitional Housing: All utility charges for Sunflower Apartments are paid by the resident; KU Student Housing is not responsible for any utility charges accrued while you have possession of the apartment. Each apartment is metered separately. It is the resident's responsibility to contact the utility companies and have accounts set up in your name before occupancy. A security deposit may be required by the utility company.

Guest Housing: All utilities are included in the guest housing rate and will be paid by KU Student Housing.

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time of the appointment. Apartment residents may be asked to vacate their premises for two to four hours. Residents will be notified of any "non-routine" treatment at least 24 hours in advance.

All residents should take a role in pest prevention by keeping their space clean. Wash dishes and utensils immediately after using. Store foods properly, dispose of trash properly, and report pests immediately.

## Recycling/Trash Disposal

Recycling and trash receptacles are provided on the in transitional and guest housing. Residents should dispose of trash and recycling in the dumpster located adjacent to the transitional and guest housing units. Residents in any living unit may be charged for the improper disposal of trash.

## Safety & Security

### Residents' Responsibility for a Safer Environment

Residents and guests have a responsibility to each other for maintaining a safe and secure environment. Exterior doors should never be propped without prior authorization from Student Housing.

Tampering with fire equipment, blocking corridors, covering emergency lighting and other actions could hamper a safe evacuation in the event of emergency. Residents should remain with their guests at all times. Any suspicious activities should be reported to staff members or Public Safety. Locking your door is essential to your

safety.

KU Student Housing provides policies and procedures to help residents and guests make good decisions about the safety and security of their communities. Safety is everyone's responsibility. Student housing expects each community member to abide by the policies and procedures outlined in the KU Student Housing Handbook, and report any safety and security concerns or policy violations to staff members.

## Natural Gas Smells in Transitional Housing (Sunflower Apartments)

Call Facilities Services (785-864-4770), the KU Student Housing office, or the staff member on duty if there is a problem with the furnace or water heater in your apartment. If you notice a natural gas smell, notify staff and leave the apartment. Do not attempt to: locate the source, open doors or windows, turn lights on or off, or smoke.

## Room Entry/Search

Residents have a right to privacy and are protected against unreasonable searches of their rooms. Student housing staff may enter a resident's room, suite or apartment without notice in emergencies where imminent danger to life, safety, health, or property is reasonably feared. A resident who submits a service request has invited staff to enter to perform requested maintenance.

In order to maintain an environment that facilitates academic success for other residents, staff may also enter a room to turn off an alarm, stereo, television, or other items causing a disturbance after they have been unable to locate the residents.

## Front Door

Transition Housing: Entrance doors have been equipped with a deadbolt lock. Residents should deadbolt the apartments each time they leave. Additional locks may not be installed. A \$50 fee is charged for misplaced or lost keys.

## Room or Apartment Lock-Out Procedures and Policies

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**Guest Housing:** When locked out of the room or apartment, the resident may call or visit the Stouffer Place Apartment's front desk and receive a "lock-out" key.

When needing assistance:

- To receive a lock out key, the resident must present the KU Card. If the card is not available, questions verifying personal information may be asked.
- Only residents of the room or apartment may request access.
- A lock out key may be checked out for a maximum of 2 hours. Late return may result in a \$50 lock change charge.
- There is a free "lock-out" each semester. Each subsequent lock-out results in a \$20 service charge.

## Emergency

In the event of a fire, medical, or other emergency, call 911. Facilities emergencies should be reported KU Student Housing immediately, including broken pipes, water leaks, flooded toilet, broken windows, broken heaters, and electrical short-circuits.

## Fire Drill

An unannounced fire drill, required by the State Fire Marshal and in accordance with the 2006 International Fire code, will take place within the first 10 days of the fall and spring semesters. Evacuation routes are posted on the back of the residents' doors. A second drill each semester will also occur. One of the two drills will happen at

Each of the residents' doors has a fire alarm pull station. This also means that if a fire alarm happens at night.

## Fire Emergency

When the fire alarm sounds, every resident is required to leave the building using the nearest stairway exit.

## Smoke Detectors

A smoke detector is installed in every transitional and guest unit, and operates electrically. Individual unit smoke detectors will not activate general complex alarms. In most buildings, smoke detectors are wired to the building systems and will activate if dislodged. Do not test or tamper with smoke detectors. Smoke detector problems should be reported immediately.

## Tampering with Fire Safety Equipment

Tampering with fire safety equipment or purposely activating a false alarm violates state and local laws. Either can be considered cause for a resident's removal. Smoke alarms and sprinkler heads are considered fire safety equipment and should not be tampered with. Residents who tamper with or unnecessarily discharge fire extinguishers face disciplinary action according to the sanctions policy outlined above.

## Tornado

Be alert for these danger signs (generally March through September): severe thunderstorms with frequent lightning, heavy rain, hail, noise, funnel clouds, strong winds, or power failure. The local office of the National Weather Service issues weather bulletins to local authorities plus local TV and radio stations. Lawrence is located in Douglas County, Kansas.

## Tornado Watch or Warning

A "watch" indicates that conditions are conducive to the development of a tornado. A "warning" indicates that a tornado has been detected and may be approaching. If a tornado warning is issued, or the city warning sirens

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## Community

### Public School Information for Transitional Housing

Information about Lawrence schools and school bus service for Sunflower Apartments is available at the Lawrence Public Schools website