



Residence Life and Housing | West Chester University | 202 Lawrence Center West Chester, PA 19383 | 610-436-3307 | fax: 610-430-5945 | www.wcupa.edu

COMMUNITY LIVING STANDARDS (FORMALLY KNOWN AS RESIDENTIAL LIVING POLICY AND PROCEDURE MANUAL)

Residence Life and Housing provides an environment of learning which fosters ongoing holistic development for all community members by creating and sustaining inclusive communities rooted in ethical decision making and intentional and supportive connections.

All West Chester University resident students are expected to know, abide, and uphold the Student Code of Conduct, all policies stated in this Manual, and the Rams Eye View. These policies apply to students living in both traditional and affiliated housing unless expressly stated otherwise.

Please note: Every effort has been made to verify the information's accuracy, and there are links throughout this document to assist you. The University reserves the right to make changes to the information in the Manual as it deems necessary. Residents will be informed via their university assigned email when changes occur.

STUDENT OCCUPANCY AGREEMENT

As a resident student in University Housing you are required to sign a Student Occupancy Agreement or Lease agreement before checking into your building.

These agreements are legally binding documents and should be treated the same way as a lease at an off-campus location.

Please become familiar with the stipulations included in the agreement since you will be held to all its terms for the duration of your occupancy. If you have any questions about the Occupancy Agreement, please direct them to the Residence Life and Housing Office.

For students living in Affiliated Housing, please refer to your housing agreement for terms and conditions of occupancy. If you require further clarifications, contact the Leasing office located in Commonwealth Hall.

ASSIGNMENTS

- A. **North Campus Residence Hall Assignments.** Accommodations are assigned to the Resident for the academic year, and the assignment is not transferable by the Resident. Please see the Room Assignment Policy for all specifics, and restrictions. All rooms in Killinger and Schmidt will be double occupancy, except when it may become necessary to employ extended housing temporarily, which could last up to the entire Fall semester or longer (for assignments that start in the Fall) or the entire Spring semester (for assignments that start in the Spring). This extended housing may take the form of a triple (three residents in a room designed for two) or converted study lounge accommodation. Rooms used for extended housing may not have a bureau, desk, or wardrobe for each student due to space limitations. Additional information on extended housing will be provided with the assignment e-mail.

- B. **South Campus Apartment / College Arms Apartment Assignments.** Accommodation is assigned for the academic year, and the assignment is not transferable by the resident. Assignments will be made to a specific bedroom within an apartment, with either single or double occupancy. Each student will be supplied with a bed, desk, bureau, and closet space or a wardrobe within the bedroom. The living room and kitchen areas will also be supplied with appropriate furnishings and appliances.
- C. **Residence Hall Fees.** Considering this assignment, the resident agrees to pay the University the sum specified each semester by the University. Specifically, these fees are for room and a mandatory meal plan.
- D. **Apartment Fees.** Considering this assignment, the resident agrees to pay the University the sum specified each semester by the University. Specifically, these fees are for individual occupancy within a student apartment. Fees for a single-occupancy bedroom will be higher than those for a double occupancy bedroom. Meal plans are not mandatory for Residents living in the apartments. Meal plans are also available to students at an additional fee as posted by the University each semester.
- E. **Meal Plan Requirement.** All North Campus residence hall students must be on an approved University Meal Plan. Please see Dining Policy for full details and restrictions.
- F. **Room Changes.** During the Fall semester, the Resident may request an assignment change after the first two weeks of the semester. If the Resident requests an assignment change for the Spring semester, they will be required to completely move out of their fall assignment at the end of the semester. Reassignment will be contingent on the availability of space. Emergency exceptions can be made after a thorough examination of the circumstances. Please make an appointment with the Residence Life and Housing Staff to discuss your circumstances.
- G. **Unauthorized Room Changes.** All room changes need to follow the proper procedure and must be conducted during the room change period at the beginning of each semester or between semesters. Any student who changes rooms or apartments without first obtaining the written approval of the Residence Life and Housing Staff member (professional) will immediately be moved back into the originally assigned room or apartment and may be subject to disciplinary action.

- H. **Residence Hall and Apartment requested assignment change for the spring semester.** When residents request a new assignment for the spring semester, the Resident must move all personal belongings out of the current assignment 24 hours after their last final. Housing will provide no storage. The Resident will be permitted to move into the new spring assignment during the designated mid-year move-in days.
- I. **Residents not registered for classes.** When residents are not registered for classes. Housing will terminate the housing contract and residents will have 24 hours to move out of the residence hall or apartment.
- J. **Academically dismissed residents.** When residents are academically dismissed and their appeal is unsuccessful, they will have 24 hours to move out of their assignment.
- K. **Graduating Seniors and All Residents.** Residents who are graduating seniors are required to check out of their room or apartment no later than two hours after the Commencement Ceremonies' conclusion. All residence hall rooms and apartments are checked bi-monthly, at break and semester closing to ensure that health and safety regulations are followed.
- L. **Consolidation Policy.** The University has developed the following policy regarding room consolidation.
 - a. The University reserves the right to consolidate two students occupying standard double rooms privately or residents of two partially occupied apartments.
 - b. The University reserves the right to consolidate two students who sign up individually for a double room on the same floor or in the same residence hall during the Room Selection process.
 - c. A student who is required to consolidate will need to do either of the following:
 - a. Have another student in a similar situation move into the unoccupied or unassigned space in their room or apartment
 - b. Move into an unoccupied or unassigned space in another student's room or apartment.
 - d. Consolidation information will be provided to those students affected during the Fall semester. Failure to follow appropriate procedures will result in financial charges, administrative action, or both.

EXTENDED HOUSING

To accommodate as many students as possible in University housing, Residence Life and Housing reserves the right to place students in triple rooms (a designed double room with three students) or study lounge rooms. Historically, there are always students who do not notify the University that they will not be attending. If the University waits to confirm these spaces before housing is offered to students requesting to live on campus, many students will have to

make other living arrangements.

- A. The University believes that the benefits of living on campus (closeness to classes and services, the opportunity to meet other students, and the opportunity to get involved in campus activities) outweigh the temporary inconvenience of living in extended housing. The University is committed to moving students out of extended housing situations as soon as spaces become available.
- B. Students living in a mandated triple housing situation will receive a reimbursement of one-third of the room rate every week that they live in triple housing. This reimbursement will be posted to a student's account after being accommodated in a permanent room assignment. **The one-third reimbursement does not apply to TRIO rooms.**
- C. The University provides staff and services to support students living in extended housing. All students residing in mandated triples and study lounges will be contacted by a Residence Life and Housing member within the first week of the semester and will attend a meeting by the end of the second week of the semester. This meeting will outline the process and timeline for moving students into a permanent room assignment. The Resident Assistant on the floor is also available to answer questions and address concerns that may arise.

OPENING AND CLOSING NORTH CAMPUS RESIDENCE HALLS

- A. **Fall and Spring Semester Opening.** The halls will open before the first day of classes. New students will receive information about their specific check-in a week before the start of each semester. Returning students on North Campus and South Campus may check-in either of the two days before classes resumes in the Fall and Spring semesters.
- B. **University Breaks.** You are required to properly check out of your room at the mandated times published in your residential area. Limited space is available for North Campus residents to stay in a designated residence hall (usually Schmidt Hall) during University break periods. There is a fee for approved break housing students and these students should refer to Dining Services' Website for the shortened dining schedule.
- C. **Fall and Spring Semester Closing.** You are required to properly check out of your room no more than 24 hours after your last final examination. You must adhere to the checkout instructions posted throughout your residential area.
- D. **South Campus Apartment Complex.** The apartments will open prior to the first day of classes per the schedule provided with the summer assignment mailing. Apartment residents are eligible for housing during the winter break only if they have registered for a minimum of 12 credits for the spring semester. Check out is to occur no later than 24 hours after your last final or at the designated closing time.

AFFILIATED HOUSING

Please refer to your housing agreement for specific information about checking in and out of these facilities.

CONDITION OF PREMISES / OTHER ITEMS:

- A. Initial/Final Inspections.** Before occupancy, Residence Life and Housing staff members will inspect rooms/apartments/shared areas and inventory the contents. Each Resident will have the opportunity to complete a Room Condition Verification Form when they move in. All residents of an apartment will validate and sign the inventory for the shared areas of the apartment. This form must be validated and returned to a staff member within 24 hours of receipt. When the Resident vacates the room/apartment/shared area, a final inventory will be taken and reviewed by the appropriate Residence Life and Housing staff. It is the residents' responsibility to arrange for a proper check-out. Students will be charged for lost University property, pro-rated damages, lost keys, excessive cleaning costs, and all repairs. The Resident will be billed for all the damage in the residents' room or apartment/suite during occupancy. Therefore, the Resident must complete all forms accurately to avoid erroneous billing.
- B. As-is Condition.** Except for the conditions identified in the Report, the Resident accepts the Premises and all the Housing Fixtures in their "AS-IS" condition when moving in. "AS- IS" means the Resident receives them in the condition they are in and that Housing will not have any obligation to perform any repairs or alterations.
- C. Damage to Premises and Common Areas.** The Resident is responsible for damage caused by the Resident or Resident's guests, except for reasonable wear and tear.
- a. The Resident must pay Residence Life and Housing for the cost to repair any loss or damage to the Premises during the Term or those discovered during the final inspection.
 - b. The Resident must also pay Residence Life and Housing to repair any loss or damage to the Common Areas caused by Resident or Resident's guests, which shall include Common Area amenities, building- wide shared living spaces, and other parts of the Facility.
 - c. The Resident may occupy the premises with other Residents. If the premises are damaged, and Residence Life and Housing cannot reasonably determine who caused the damage; the Resident will be responsible for paying Residence Life and Housing a proportionate share of the cost to repair any loss or damage to the premises during the Term or existing on the Term Ending Date.
 - d. The Resident share will be determined by the total number of Residents in the apartment or Premises.
 - e. All of Resident's payments for repair and damages under this Section are due immediately when requested by Residence Life and Housing.

Residence Life and Housing's "costs of repair" in this Section will include actual out-of-pocket expenses, plus overhead costs of 15%.

- D. Resident's Responsibility to Maintain Premises.** Resident must keep assigned space in good, clean, and sanitary condition throughout the Term.
- a. The Resident shall not make alterations or additions to the Unit.
 - b. The Resident shall not stop, plug or clog (for a limited time) any sinks, lavatories, commodes in the Apartment, community bathrooms, or gender-inclusive bathrooms.
 - c. The Resident shall immediately report damage or the need to repair the Premises to

Residence Life and Housing and file a report using the process indicated in the Manual.

- d. Residence Life and Housing will provide routine maintenance and repair of the Unit without additional charge to Resident, except that there will be charges for repairs made necessary by the wrongful act or misuse of the Premises by Resident or Resident's guests.
- E. **Extermination Process. Extermination, Bed Bugs, Fleas, and Other Pests.** Resident must inspect the Unit for bed bugs, fleas, and other pests, within 48 hours after moving in. If Resident does not notify Residence Life and Housing of bed bugs within 48 hours, then Resident agrees that no presence or infestation of bed bugs exists upon move in. Future identification of pest infestation will be at the University direction with their contracted agent and at the resident's expense.
- F. **Termination of Resident Responsibilities Under this Agreement.** The Resident will remain responsible for the Premises until all keys for the Premises are returned. A final inspection of the Unit will be completed by a Residence Life and Housing representative and a member of facilities. Cleaning and damages will be assessed and billed to the appropriate Residents as necessary.
- G. **Agreement Release Request.** Upon request by the Resident needing to be released from the residence hall or apartment living, Residence Life and Housing will release the Resident and remove the meal plan if applicable. Acceptable reasons include: student teaching or internship assignment and living arrangements outside the county; extenuating medical reasons; marriage; or death in the immediate family). In all such cases, a "Student Occupancy Agreement Release Request" must be submitted to the Associate Director of Housing. Requests for a full release must be made before the beginning of the semester. Any request granted after the start of the semester will be refunded on a pro-rated basis.
- H. **Termination of Agreement.** Upon the termination or release of this Agreement, as hereinbefore provided, the Resident shall promptly vacate the premises within 24 hours, leaving the premises in a condition of good order and repair at such time.
- I. **Withdrawal from the University.** In the event of a university departure, a proper residence hall or apartment checkout must occur to receive a prorated refund of housing and applicable meal charges. Failure to complete an appropriate checkout will result in the student remaining responsible for all applicable charges. There is no refund or credit for the housing fee upon unapproved withdrawal from the University. Furthermore, appropriate fees will be charged to those who check out improperly.
- J. **Removal from Housing for Disciplinary Reasons.** Any student removed from housing for disciplinary reasons will receive no rebate on housing fees. If applicable, meal plans are canceled, and the remaining cost of a meal plan, subject to remaining balance is credited. Meal plans may be continued by contacting the Residence Life and Housing Staff.
- K. **Damage Liability.** The resident is encouraged to carry personal property insurance or renter's insurance. The University shall assume no responsibility for the theft, destruction, loss of money, valuables, other personal property belonging to, or in the custody of, a resident for any cause whatsoever whether such losses occur in the Resident's room, apartment, shared areas in the apartment, public spaces, elsewhere in the residence hall or apartment complex.

CHECK-OUT PROCEDURES

The Resident will remain responsible for the Premises until all keys for the Premises are returned. A final inspection of the Unit will be completed by a Residence Life and Housing representative and a member of facilities. Cleaning and damages will be assessed and billed to the appropriate students as necessary.

The Resident must:

- a. Remove all personal property from the Unit.
- b. Remove all trash and debris from the Unit.
- c. Leave the Premises in the same condition as when the Agreement began, other than normal wear and tear.
- d. Leave the Premises in a "broom-clean" condition.
- e. Lock and fasten all doors and windows to the Unit.
- f. Return all keys to the Premises to Residence Life and Housing.
- g. Pay any costs of repair determined by the final inspection.
- h. All keys issued at the time of move-in must be returned to the front desk or in the " EXPRESS CHECK-OUT" envelope at the move-out time. If the keys issued are not returned, a lock change will be assessed at the Resident's expense.
- i. The Resident must adhere to these procedures to correctly check out of your room or apartment. Failure to do so may result in additional charges.

Abandoned Property. Any of the Resident's personal property remaining in the Unit at the end of the Term will be treated as intentionally abandoned by the Resident. Residence Life and Housing may dispose of that property as Residence Life and Housing chooses. The Resident will be responsible for any cost of storage or disposal.

Residents of Allegheny, Brandywine, Commonwealth, and University Halls and The Village and East Village apartment communities can request an inspection with the University Student Housing staff at check-out; these inspections will be conducted **upon request only**.

BUILDING ENTRANCE POLICY

In all residential areas, students will need their Ram E-Card always (24 hours a day, 7 days a week) to gain entry to the building through the card access system. The Ram E Card should be swiped through the reader located at the main entrances and the door will release to give the resident access. People unknown to the resident should not be allowed entry to the building. Should you choose to bring a guest into your residence hall, you assume responsibility for their actions as outlined in the Guest Policy below and in the Student Code of Conduct.

You must use your Ram E-Card to enter the building always. Do not use fire doors except in the case of emergency; exiting through a fire door will result in disciplinary action, except in cases of emergency. After 7:45PM until 7:45AM every day, the back doors of all residence halls are locked, and you may only enter through the front door of the building.

UNIVERSITY GUEST POLICY

The University's Guest Policy is designed to maintain security in residence halls and apartments. A guest is defined as anyone who is not assigned to a residential unit. A unit is defined as a room, suite or apartment as leased by the resident. Guests are allowed in residence halls, rooms, suites, and apartments only with prior consent from roommates/apartment-mates/suitemates. The rights of the roommates/apartment-mates/suitemates take precedence in issues involving a guest. Please see policy for restrictions.

- A. Guests are allowed in residence halls, rooms, suites, and apartments only with prior consent from roommates/apartment-mates/suitemates. The rights of the roommates/apartment-mates/suitemates take precedence in issues involving a guest.
- B. All guests entering a residence hall must possess and display one of the following forms of photo identification listed below. Any guest not physically having the proper (valid, unexpired) form of identification will not be permitted access. NO exception. Acceptable photo identification forms are limited to:
 - a. Valid government-issued identification cards such as driver's license, military ID, state ID, or passport.
 - b. West Chester University Ram-E card.
- C. The Department of Public Safety reserves the right to deny access to any person if it is reasonably determined that such a person does not have valid identification and presents a threat to other residents' peace, safety, and welfare.
- D. Guests are permitted to stay overnight with prior consent from a roommate(s)/apartment-mates/suitemate. Guests can stay in University housing for a period of two nights within seven days. The 7-day period begins when a guest stays overnight. A resident student may not have a long-term guest (squatter). A squatter is a person who occupies a residential space without payment of rent. The host will be responsible for repayment.
- E. Short-term guests (including families) are permitted to visit between the hours from 12:00 pm-12:00 am, with prior consent from a roommate(s)/apartment mates/ suitemate. Visitors under 18 (minors) are not permitted to stay overnight in any residential facility. Minors must be accompanied always by a parent or guardian or given express written permission by the Vice President of Student Affairs or designee to be a resident's guest in the residential facility.
- F. An overnight guest is any person remaining in a room/suite/apartment where they do not reside between 12:00 am-12:00 pm.

- G. A guest who enters any residence hall will be required to sign in and be in the presence of the host always. When the guest leaves, the host needs to accompany the guest to sign out the building's guest. Failure to adhere to sign-in/sign-out policies will result in the loss of guest privileges. A guest may not be left in a room/suite/apartment/facility while the host attends class, work, or other activities.
- H. Violations of this Guest Policy will be referred to the Office of Student Conduct.
- I. Residents are not permitted to sign in guests for other residents.
- J. Each residential unit has a maximum capacity. Residents are required to manage the unit occupancy limit with their roommates. Each resident is limited to two guests at a time not to exceed the maximum capacity for the unit. A double room (two residents) can have a maximum of four people, a triple unit can have 6 people and a unit occupied by 4 or more have a maximum capacity of 8.
- K. This guest policy applies to single, double, and triple occupancy units in all residential facilities including University Student Housing.
- L. The Resident is responsible for ensuring their guest follows all residential and University rules and regulations, including but not limited to: pets (except trained service animals as defined by the Americans with Disabilities Act, or other pre-approved support animals), firearms, explosives, dangerous or hazardous substances, or illegal drugs.

BUNK BEDS, BED RISERS AND LOFTS

All beds in the traditional halls can be bunked. Should you decide to bunk your beds, you must submit a work order for the University Moving Services to bunk your beds for you. Please see the section below – “Work Orders” – for instructions on how to submit a work order. **No homemade lofts are permitted in any housing facility.** The university provides lofts in designed TRIO rooms.

Students are permitted to use bed risers that meet the following criteria:

- a. The material must be plastic and have a shape such that the bed posts fit fully within the risers and cannot slip off.
- b. Can raise beds no more than 8”
- c. Dimensions are 6.5”x6”
- d. Hold weight of 440 lbs. or greater.
- e. All four posts must be in the same type of riser.
- f. *No homemade or wooden risers are permitted.*

All residents in the designed TRIO rooms were provided the opportunity to select to have their beds lofted or not. At any time during the year, should the resident decide otherwise the must place a work order and the cost of \$100 will be assessed to the students account to have the bed lofted or delofted.

HOW TO SUBMIT A WORK ORDER

Work orders can be submitted for a variety of reasons including, but not limited to: leaks,

furniture issues (ex. Dresser drawer sticking, closet door will not close), bug infestation, bunking beds, lofting and delofting beds. Please expect for the work to take about a week once the resident submits the work order. Residence Life Staff cannot submit a work order for you because the resident's submission of a work order is consent for Maintenance/Custodial staff to enter the residents space. Follow the instructions below to submit a work order.

- a) Click on the link workorder.wcupa.edu (keep in mind, the work order system works best when using Internet Explorer. Avoid Safari, Google Chrome, and attempt to place work orders while using your mobile phone). Each hall has its Username and password, provided during check-in.
- b) Select "Students"
- c) You will be prompted to enter a Username and Password. Please use the below username and password combination that aligns with your residential area:

BUILDING/AREA	USER ID	PASSWORD
College Arms Apartments	COLARMS	ram199
Goshen Hall	GOSHEN	ram104
Killinger Hall	KILLINGER	ram103
South Campus Apartments	SCAMPUS	ram167
Schmidt Hall	SCHMIDT	ram134
Tyson Hall	TYSON	ram105

- d) Select the types of request from the menu on the left side of the screen (Work Request or Move Request).
- e) Select the building from the drop-down menu.
- f) Complete the entire request using complete sentences.
- g) Do not forget to include name, phone number, and email so that updates can be communicated.
- h) Hit SUBMIT WHEN COMPLETED
- i) Work Control is open from 8:00 a.m. to 4:30 p.m. Work orders submitted after 4:30 p.m. will be processed the following workday.
- j) Please cooperate with all facility staff and move personal items when requested to do so.
- k) During a daytime emergency call (610-436-2444) and follow up with a work order. An emergency is: Loss of heat, Broken window glass, door, latch or lock, frozen pipe, pooling water leak, Loss of power, toilet clog/overflow, or Loss of hot water. If there is a maintenance emergency after 4:30 p.m. or on the weekends, please contact Public Safety (610-436-3311).
- l) Extermination issues should be reported under the Custodial drop-down menu.
- m) STUDENTS MUST PLACE THEIR WORK ORDERS
- n) If you have any questions or concerns, contact Residence Life and Housing at 610-436-3307 or Work Control (610-436-2444)

HOW TO SUBMIT A USH MAINTENCE REQUEST – RESIDENT PORTAL

There are two ways in which a maintenance request is submitted. Residents should submit maintenance requests for their unit in the Resident Portal. Staff submit maintenance requests in StarRez Web. These instructions review how residents submit requests via the Resident Portal.

- a. Residents should be directed to log into the Resident Portal.
- b. This is the same portal used to apply for housing, make a payment, and other USH resources. Residents should have the link, but if they do not they can also go to <https://ushcommunities.starrezhousing.com/StarRezPortal>
- c. Select Resident Portal from the top menu bar.
- d. After logging in, select Resident Resources from the purple menu bar.
- e. Select Submit Maintenance Request from the drop-down menu in the Resident Resources section and then Save & Continue.
- f. If the resident has any other open requests, those will show here. They can review requests that they have individually submitted by selecting My Jobs from the drop-down menu. They can also view requests submitted for shared spaces, such as a living room, by selecting “Shared Jobs” from the drop-down menu. To submit a new request, select Submit New Maintenance Request button.
- g. Residents can submit requests for their bed space or for shared spaces within their unit, where applicable. Only spaces connected with the assigned bed space will show as options to select.
- h. Select the space selecting a request for by simply clicking on the space. This will gray it out, such as in the example below.
- i. After selecting the space, the scroll down and enter the Category, Item, and Description. If any additional information is available, such as what caused the issue, this can be provided. The resident must agree to allow USH and/or a vendor into their room while not present to complete the request. Select Submit Maintenance Request button.
- j. After the request is submitted, it will show on the Maintenance page. The resident can return here for updates. Additionally, the resident will receive emails to confirm that the request was received and to confirm when it is complete.

ROOM DECORATION

It is the hope of the RLHS Staff that you will be able to personalize your room and/or apartment/suite and make it a "home away from home" during your stay on campus. However, to protect the condition of your surroundings from damage and in consideration of future

residents, the following guidelines are in effect:

- a. Residents of all housing facilities should use non-permanent, non-staining adhesive materials to hang decorations where wall moldings do not exist.
- b. Under no circumstances should holes be drilled or placed in any walls or ceilings. No heavy-duty adhesives such as duct tape should be used in any housing facility.
- c. No decorations should be hung or suspended from ceilings, fire alarm, sprinkler system or electrical systems.
- d. Use of inappropriate adhesives or the non-removal of appropriate materials will result in damage charges being assessed to all responsible residents.
- e. The room number and 75% of the door must be showing (only 25% of the door can be decorated/covered).
- f. Cinderblocks, bricks or similar materials should not be used in housing facilities, including to raise beds, desks or other pieces of university furniture.
- g. Municipal, state, street signs, neon signs, etc. are prohibited in the halls.
- h. Water filtration coolers are prohibited. We offer a water filling station in the lobby of each floor and in Southside for South Campus residents.
- i. Artificial trees are permitted. Live or cut trees are strictly prohibited.
- j. Flat irons must be monitored and are not to be placed on or near flammable materials.
- k. Only University-issued furniture is permitted in the residence halls. No futons, couches, chairs, etc. are permitted. Storage solutions such as bins are permitted.

Surge Protectors. No extension cords are permitted. The University provides one approved surge protector per Resident. Should the Resident choose to bring their surge protector, it must have an on/off switch and a U.L. label to ensure it is "fire safe." Fire Shield units may be purchased in the S.S.I. Bookstore in Sykes Student Union if needed.

Trash. The Resident will not allow trash or garbage to accumulate inside or outside of the Unit. The Resident is responsible for placing all trash or debris in the appropriate receptacle, either a trash room or dumpster. The Resident will not bring any hazardous or dangerous materials into the Premises or onto the Facility. The Resident will not dispose of any dangerous or hazardous materials at the Premises or the Facility. If the Resident encounters any of the materials mentioned above at the Facility, the Resident must immediately notify Residence Life and Housing.

Mold. Mold growth in the Unit depends mainly on how the Resident(s) manages and maintains the Unit. The Resident(s) must promptly notify Residence Life and Housing of any mold conditions. Residence Life and Housing and its agents will not be responsible for any illness, injury, or damage relating to mold if caused (or partially caused) by the Resident's failure to clean and maintain the Unit or promptly notify Residence Life and Housing of mold. It is the Resident(s) responsibility to minimize the potential for mold growth in the premises by doing the following:

- a. The Resident is responsible for reporting any water leaks to the Residence Life and Housing Staff.
- b. Remove visible moisture accumulation on windows, walls, ceilings, floors, and other

surfaces as soon as possible.

- c. Bathroom exhaust fans are required during showering and keep shower curtains inside the tub and fully closed. The Resident will not allow any standing water to remain present on the interior of the premises. Resident must report any standing water in common areas (if applicable.)
- d. Keep the dwelling clean (regular vacuuming, cleaning, and use products to remove mildew growth, especially in bathrooms and kitchens).
- e. The Resident is responsible for keeping the humidity and climate in the apartments at reasonable levels. The Resident is responsible for reporting the malfunction of any heating, air-conditioning, or ventilation system that can affect the humidity levels.
- f. If the humidity level is above 65% outside, it is required to have the AC running and windows closed; otherwise, it will create conditions for mold growth.
- g. The Resident is responsible for the removal of mold growth on surfaces on the interior of the property. Residence Life and Housing reserve the right and the option to hire contractors to remove such mold growth, and the Resident will be billed for the expense.
- h. The Resident is responsible for reporting any mold growth on the premises.
- i. The Resident should NEVER run the HVAC unit while the windows are open.

Extermination, Bed Bugs, Fleas, and Other Pests. Resident must inspect the Unit for bed bugs, fleas, and other pests, within 48 hours after moving in. If Resident does not notify Residence Life and Housing of bed bugs within 48 hours, then Resident agrees that no presence or infestation of bed bugs exists upon move in. Future identification of pest infestation will be at the University direction with their contracted agent and at the resident's expense. The Resident must report evidence of bed bugs to Residence Life and Housing immediately.

- a. If there is a report of possible bed bugs, Residence Life and Housing staff will contact housekeeping directly, who will provide a licensed pest control service (a "PCS") to inspect the Unit.
- b. If the PCS does not find a bed bug infestation, no further action will be taken.
- c. If the PCS does find evidence of bed bugs, the Unit will be treated. The Resident is responsible for all PCS costs and fees.
- d. The Resident agrees to cooperate with Residence Life and Housing fully and follow all instructions to treat and eliminate bed bugs. All at the Resident's expense.
- e. Cooperation includes the Resident having their personal property (including clothing, bedding, and furniture) treated according to approved methods. Any items removed from the Unit must be disposed of off-site.
- f. If pest services are needed that fall outside of routine pest control, such as fleas or bedbugs, charges may be applied to the Resident.
- g. If Residence Life and Housing confirm bed bugs in the Resident's Unit, Residence Life and Housing has the right to temporarily relocate the Resident.

- h. If Resident is temporarily relocated, the Resident must remove all their belongings, at Resident's expense. The Resident's housing cost will not be reduced because of bed bugs or because the Resident must be temporarily relocated to remediate any condition.

Smoking. Smoking any tobacco product (including the use of electronic or tobacco-free cigarettes, vaporizers, hookahs, and pipes) in the residence halls or apartments (including bedrooms or common areas) is PROHIBITED. Violations of this policy by residents or guests will result in applicable University action including, but not limited to, removal from University housing.

Personal Care Attendants and Emotional Support Animals. The Resident must be able to care for themselves independently or arrange for services that will allow them to perform everyday life functions in the context of a residential setting.

Including, but not limited:

- a. To, bathing, dressing, and other personal care issues. This requirement may be met by having a live-in or live-out Personal Care Attendant within certain restrictions.
- b. Residents with the need for service or emotional support animals should contact the Office of Services for Students with Disabilities for more information regarding service or Emotional Support Animal Policy. Additional information, including available services and penalties for non-compliance, can be obtained by contacting Residence Life and Housing (610-436-3307) or referencing the Animals on Campus Policy.

COMMUNITY EXPECTATIONS

- A. **The Resident and their Roommate (Apartment-mates/Suitemates).** Being a Roommate and having a Roommate or living in an apartment/suite with others can be both rewarding and challenging. Learning how to communicate, compromise, share, and build interdependence will enhance the roommate or others' relationship in the apartment/suite. We strongly encourage the Resident and the Roommate to discuss living expectations and complete the Roommate Agreement provided by the Resident Assistant at the beginning of the year. This helps reduce issues as the semester progresses and is a great resource when problems do occur.
- B. **Community Member Expectations.** The Resident's enjoyment of life on campus will depend on the Resident's thoughtful consideration shown to community members. Listed below are fundamental rights, expectations, privileges, and responsibilities.
 - a. Complete the Roommate Agreement. Specificity is a requirement.
 - b. The Resident has the right to read, study, and sleep free from undue noise or disturbance in your assigned living area.
 - c. The Resident and the Roommate or Apartment-mate should respect one another's personal belongings and privacy.
 - d. The use of electronic devices for recording or photographing roommates or community members without permission is prohibited, and disciplinary action be

taken should a violation of this expectation occur.

- e. It is expected for the Resident to keep the room clean, which includes, but is not limited to, regular cleaning of the room (floors, furniture, etc.) and washing clothes, body, and hair. The Resident's responsibility is to immediately submit a work order in TMA if they detect mold in your living space.
 - f. The Resident has the right to have free access to their room or apartment.
 - g. The Resident has the right and responsibility to discuss questions or concerns. Residence Life and Housing staff members are available for assistance in settling conflicts between the Resident and the Roommate or others in the apartment suite.
 - h. The Resident has the right to be free from intimidation, physical or emotional harm.
 - i. The Resident is expected to clean their room/apartment. If they need supplies to do so, they can obtain supplies free of charge at the front desk.
- C. **Communicate and Set Ground Rules to Avoid Conflict.** The following topics can sometimes be an issue between roommates and apartment/suitemates. Help avoid conflict before it starts by spending some time with your roommate(s) and apartment/suitemates at the beginning of the semester to discuss these items:
- a. Start by completing the Roommate Agreement. Specificity is required.
 - b. Daily Schedule: sleeping times, quiet hours, study habits, mealtimes, TV viewing, computer usage, bathroom usage in the apartment, etc.
 - c. Personal Habits: life-style choices, exercising, singing, snoring, talking on the telephone, cleaning your space, hygiene, etc.
 - d. Values: philosophy, religion, politics, prejudices.
 - e. Rules and Regulations: do they intend to abide by the drug and alcohol policy, courtesy/quiet hours policy, smoking policy, etc.
 - f. Visitation: friends in the room, how much notice does one need? How comfortable are they with an overnight guest? How will they get approval for one another to allow guests in the space? Apartment/suite, parties, privacy.
 - g. Housekeeping: making beds, picking up clothes, cleaning shared areas in the apartment, etc.
 - h. Locks and Keys: getting locked out, never leaving the room or apartment unlocked, never sharing keys, etc. If the key is lost, report it immediately.
 - i. Sharing: respect for each other's property, respect for each other's rights in using the room or apartment.
- D. **Things to Remember.** When differences occur, the only way to work them out is by communicating with the other person. Some things need to be worked out. Keep in mind

it is NOT effective to let everyone on the floor know about roommate problems, purposefully annoy a roommate to get their attention, or assume that a roommate will see a problem exists by using non-verbal communication (i.e., Stomping, huffing, and puffing). The BEST way to work out differences with a roommate is sitting down with a roommate(s) or apartment-mate(s) and talking about the issues. If help is needed with a room/apartment-mate problem, contact an RA or Residence Life staff member. They will help to facilitate communication and attempt to bring about a resolution. Where appropriate, Residence Life staff members are available to mediate when students seek further assistance in resolving conflicts.

- E. **Alternative Dispute Resolution.** To resolve the conflict between parties, the Department is willing to assist when students cannot decide independently. Restorative Justice Practices are employed in these situations via a facilitated discussion. If the Residence Life Staff does not resolve the conflict, Senior Management will assist when appropriate.

COURTESY AND QUIET HOURS

- A. Living in close quarters with other people requires extra sensitivity to how the Resident's behavior affects others. Every Resident has the right to a living environment that allows for adequate sleeping and studying conditions. With this right, there is also the responsibility for monitoring one's behavior not to violate others' rights.
- B. A quiet policy is in effect on all housing facilities during the week. Sunday - Thursday, all areas have 10:00 p.m. - 10:00 a.m. Quiet hours; Friday - Saturday midnight - 10:00 a.m. **The exception is the high numbered wing on the third floor of Killinger Hall, which is on a designated quiet floor. During quiet hours, noise from televisions, music players, stereos, voices, etc., must not reach levels that can be heard by other community members.** For example, if the noise from a room can be heard from two doors away from a room, it is too loud. Residents always have the right to request that noise be reduced to allow them to sleep or study. This policy is most effective if one remembers to be considerate of others and directly confront those who are disturbing the community. All members of the community are expected to address those making "unreasonable" noise. When a resident violates the quiet hours policy or is unreasonable or uncooperative, that student will be subject to disciplinary action.
- C. **Courtesy Hours.** Are hours when the quiet policy is not in effect; residents should be courteous of their noise level 24 hours a day, seven days a week. During Courtesy hours, all must still be conscious and considerate of their noise level as they are expected to keep their Noise at reasonable levels (i.e., Noise should not be heard down the hall, their bass should not be heard in the next room, etc.). Residents still have the right to request that Noise be reduced to allow them to sleep or study. At no time is it acceptable for Noise to be heard outside of the building. Speakers in the windows, to provide music for people outside, are not permitted.
- D. **Alarm Clocks.** Students should be aware that alarm clocks are often a source of nuisance noise when left "on" and unattended. Students who repeatedly leave their alarm clock on and unattended may be subject to disciplinary action.

- E. **Musical Instruments.** Students may only practice musical instruments in their room if the quiet and courtesy hour guidelines are adhered to (i.e., Instruments should not be audibling in other residents' rooms). Softer instruments may be played in the residence hall rooms. Some examples of these instruments include acoustic guitars, woodwind instruments, string instruments, etc. Electrical instruments may be played within student rooms only if earphones are used. The following instruments should not be played in student rooms: drums, horns, amplified instruments, etc. These instruments can be played in the practice rooms available in the Swope Music Building.
- F. **At all times.** Resident must maintain order in the Unit and must not make or permit any loud, improper, or boisterous conduct or otherwise disturb other Facility Residents. All radios, television sets, stereo equipment, or any other appliances or items that may cause noise must be turned down to a sound level that does not annoy or interfere with other Facility Residents.

PUBLIC EMERGENCY EVENTS / MANDATORY EVACUATIONS HEALTH/SAFETY POLICY

- A. An emergency Event means a situation that poses an immediate risk to health, life, safety, property or environment. Emergencies require urgent intervention to prevent further illness, injury, death, or other worsening situations. When an emergency event occurs, Residence Life and Housing reserves the right to:
 - a. Require Residents to relocate to other University-owned facilities or elsewhere.
 - b. Require Residents to vacate the Premises.
 - c. Establish quarantine and isolation procedures which Residents must comply with.
 - d. Comply with all applicable federal, state, local laws and orders or directives of governmental authorities (including government agencies) connected with the circumstances.
- B. Residence Life and Housing exercise of these rights will not be considered a breach or default of this Agreement. Residence Life and Housing reasonable inability to comply with this Agreement because of an Emergency Event will not be considered a breach or default of this Agreement. Resident agrees to release (give up) and hold Resident Life and Housing harmless (not liable) against any claims, damages, or losses related to an Emergency Event, and Residence Life and Housing exercise of its rights according to this Section during the term of this Agreement.
- C. The Resident acknowledges that Residence Life and Housing is required to follow the guidance of West Chester University, orders of the governor of Pennsylvania, and orders or directives of any other executive or federal, state, county, or local governmental agency if an Emergency Event exists during the Term of the Agreement.
- D. If in response to an Emergency Event, Residence Life and Housing require the Resident to vacate the Premises, or if the Premises is not available for occupancy during the Term

because on-campus learning is interrupted during the Fall or Spring Semester, then Residence Life and Housing, shall provide a prorated refund that applies to the portion of the Term that the Premises is not available for occupancy by the Resident.

- E. Resident shall not have a right to a refund if the University's calendar is altered or changed to permit a full semester to be completed through on-campus learning or instruction. Suppose the Premises must be vacated during the term. In that case, Residence Life and Housing shall give Residents as much notice that is practicable under the circumstances and shall make reasonable accommodations to permit the Resident to remove Resident's personal belongings from the Premises. The Resident's right to the prorated refund shall be the Resident's sole remedy for any damage caused to Resident by the actions taken in response to an Emergency Event.

OPENING AND CLOSING DURING UNIVERSITY BREAKS:

- A. For Thanksgiving Break, Goshen Hall, Tyson Hall, Schmidt Hall, Killinger Hall, South Campus Apartments, and College Arms Apartments are scheduled to close at 10:00 am on the Wednesday before Thanksgiving and reopen at 12:00 pm the day before classes resume.
- B. For Spring Break, Goshen Hall, Tyson Hall, Schmidt Hall, Killinger Hall, South Campus Apartments, and College Arms Apartments are scheduled to close at 6:00 pm on the last day of classes before the break and reopen at 12:00 pm the day before classes resume.
- C. For the Fall and Spring semester closing, Residents must properly check out of their room within 24 hours after the Resident's last final examination. The Facility will close at a time scheduled in coordination with the University's final examination schedule. All Residents must vacate the premise at that time, without exception. Residents will be notified when Goshen Hall, Tyson Hall, Schmidt Hall, Killinger Hall, South Campus Apartments, and College Arms Apartments will reopen for the Spring Semester.
- D. Students will have the opportunity to request to stay in the residence halls throughout the break periods. If a student requests Winter Break Housing and is approved, the student will be charged an entire break charge or nightly rate, dependent on their length of stay. Thanksgiving Break and Spring Break incur no additional costs. All residents approved to stay during break periods should periodically check their email and ensure they know the location of the North Campus and South Campus front desks.

LOBBY FURNITURE POLICY

The University provides furniture for the lounge/lobby areas of each residence hall. The furniture is there for the use and comfort of all students on the floor and in the building. Thus, the furniture needs to stay in those designated locations. Students who remove furniture from its designated lobby/lounge area may be subject to disciplinary action.

LOCKOUT POLICY

It is important for you to carry your key with you always. Should you lock yourself out, expect a

wait to be assisted.

If you are locked out of your Room or Apartment/Suite, please do the following:

- a. Contact your roommate.
- b. If you are unsuccessful, go to the Front Desk or Southside of your building/complex. For College Arms Residents please walk to Killinger Hall to sign out your temporary key.
- c. Check out a Temporary Key to your room/apartment/suite.
- d. Return the key immediately within 10 minutes after you have let yourself into your room. Failure to return the key will result in your being billed the cost of a lock change.
- e. If you are locked out when the Front Desk in a Residence Hall is closed, let the Security Officer on duty know you are locked out. The Security Officer will contact the RA on duty to let you into your room.
- f. If you are locked out when Southside's Desk at South Campus is closed, apartment residents should contact the RA on duty using the mobile phone number.

Excessive use (after 3 times per semester) of the Temporary Key program will result in the immediate suspension of this privilege, until a meeting with the GHD can be scheduled.

Under no circumstances should your room or apartment/suite be left unlocked. Leaving your room or apartment/suite unlocked endangers the safety of you, your roommate(s) and your possessions.

NOTE: This process is not intended to substitute for a lost key. If you lose your key, you are responsible for following the steps outlined below.

- a. Contact the Graduate Hall Director in your area and report your lost key immediately.
- b. The Graduate Hall Director will place a work order with the lock shop for an immediate replacement.
- c. Replacement of bedroom keys in traditional residence halls can range from \$126.00-\$140.00. Replacement of South Campus Apartment keys ranges from \$136.00 - \$152.00. Replacement of mailbox keys in SCA costs \$5.00. Replacement cost for College Arms Apartments ranges from \$131.00 - \$142.00.
- d. Affiliated residents should refer to their lease for the cost for lost keys to bedrooms/suites in affiliated areas (University, Allegheny, Brandywine, Commonwealth, or the Village/East Village Apartments). These fees cover the cost of a lock change and replacement keys.
- e. Your student account will be billed the cost to replace your lost key.
- f. Payments for lost keys for Affiliated Housing are made at the Front Desks of Allegheny, Brandywine, Commonwealth, and University Halls or the Clubhouse Desk for the Village/East Village Apartments.
- g. It will take approximately one week for your lock to be changed and your new key(s) to be issued. You can pick up your new keys at the Front Desk of your building/area. You will be contacted when your lock has been changed and your new key is available.

PROHIBITED ITEMS OR PROHIBITED ACTIONS POLICY. Students or guests who violate this policy may result in the loss of guest privileges, loss of housing without reimbursement, cancelation of housing agreement, suspension or expulsion.

- A. Drug paraphernalia, because they are associated with the use of illegal substances. This includes, but is not limited to bongos, hash pipes, blow tubes and water pipes. If prohibited items are observed in a unit, the items will be confiscated, and disciplinary actions may be initiated.
- B. Constructions barriers, street signs, university signage, newspaper machines, or any other stolen property.
- C. Darts, dart boards, and liquid-filled furniture because of potential damage to the facilities.
- D. Dangerous substances and chemicals including, but not limited to, automobile batteries, gasoline, acids and other dangerous chemicals.
- E. Firearms, fireworks, and dangerous weapons because of the potential danger to other students and staff. This includes, but is not limited to, pistols, rifles, BB guns, paint pellet guns, hand-billies, nun-chucks, switchblades, and explosives and/or dangerous chemicals.
- F. Aerials, masts and other short-wave radio transmitting equipment, because of FCC interference regulations and safety precautions.
- G. Live-cut Christmas trees and evergreen garland, because they constitute a fire hazard.
- H. Motorcycles, hover boards, motor scooters, mopeds, or other internal combustion engines are prohibited inside the buildings.
- I. No electrical and telephone wiring may be installed within the Unit. Exterior television or radio antennas or dishes of any size are prohibited.
- J. Resident may not chain or hang bicycles in Common Areas.
- K. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes “any act that injures, degrades, disgraces, any fellow student or person.” Pledging activities are prohibited.
- L. No business use permitted. Apartments, rooms, suites, or any location within university owned housing and affiliated housing cannot be used for private enterprises.
- M. No Solicitation of any kind in any residential community. This includes any advertisement from building windows.

ALCOHOL POLICY

West Chester University is a dry campus, including in University Housing facilities. Any violation of the University’s alcohol policy shall be construed as a violation of this Agreement. Specific violations include the intent to exercise control, but are not limited to the following:

- a) Possession of empty alcohol containers, even for decorative or sentimental reasons are not permitted in any on campus housing facility.
- b) sale, exchange, use, possession, or consumption of alcoholic beverages on-campus over 21 years of age,
- c) underage use, possession, or consumption of alcoholic beverages,
- d) possession of open containers of alcoholic beverages,
- e) public intoxication,
- f) driving under the influence,
- g) selling and/ or furnishing alcohol to minors, or
- h) multiple incidents of these violations.

Exceptions to the alcohol violation are noted in the Medical Amnesty Policy. In the absence of extraordinary or mitigating circumstances, a sanction of loss of housing, suspension, or expulsion may be imposed on any student or student group found responsible for multiple incidents of these violations.

DRUGS AND/OR DRUG PARAPHERNALIA

Students who engage in drug use or abuse shall be considered in violation of this section. Specific violations include the intent to exercise control but are not limited to any of the following:

- a. possession or use,
- b. possession of drug paraphernalia,
- c. possession of a significant quantity, distribution, or sale of drugs,
- d. driving under the influence.

The use of illegal substances, or the misuse of legal, prescribed, or controlled substances may be considered reckless behavior as described in the Student Code of Conduct section on Infliction of Harm 1c: Reckless Behavior. Exceptions to the drug violation are noted in the Medical Amnesty Policy. A sanction of loss of housing, suspension or expulsion may be imposed on any student or student group found responsible for this violation.

SMOKING POLICY

West Chester University defines smoking as, “The carrying by a person of a lighted cigar, cigarette, pipe, battery operated (e-cigarettes) or other lighted smoking device.” Using any of these items in any housing facility is NOT PERMITTED.

Smoking is restricted to designated areas outside the building only as outlined by the staff of each specific hall or building. Violations of this policy by residents or guests may result in applicable University action up to and including removal from University or Affiliated housing.

NEEDLE DISPOSAL POLICY

Because of the potential for transmission of several infectious diseases and to protect the safety of students and staff, all students utilizing injectable medicines will be required to show evidence of satisfactory disposal of needles and syringes. The Student Health Center in Commonwealth Hall will provide free disposal of medical waste and will also provide sharps containers to store used needles.

FIRE SAFETY

Since the potential danger posed to the residence community by fire is so severe, any resident identified as intentionally, or through negligence, igniting any facility, furnishings, equipment, or substance with the student residence halls or apartments or tampering with fire safety equipment will be subject to appropriate University action, civil action, and criminal sanction. Tampering includes deactivating a smoke alarm or intentionally causing a detector to activate, or deliberately activating any portion of the sprinkler system.

- A. Use of Electrical Cooking Appliances and Other Equipment.
 - a. All electrical equipment and appliances must bear the seal of approval of the "Underwriter's Laboratories, Inc." to be approved for use in the Facility.
 - b. Other than the approved use of microwaves in rooms and apartments, cooking is restricted to Facility-designated kitchens.
 - c. Except for approved microwaves, cooking appliances such as coffee machines, electric water kettles, hot plates, toasters, toaster ovens, electric grills, and other similar heating devices are prohibited in residence hall units. This restriction does not include the use of these items in the South Campus and College Arms Apartments.
- B. Resident must not tamper with, interfere with, or damage any alarm equipment or installations.
- C. The Resident may not trigger any overhead sprinkler system in the Facility. The Resident is advised that a simple depression of the sprinkler head may result in the total draining of water from the system. Neither Residence Life and Housing nor its agents will be responsible for any damage incurred from such situations. If the overhead sprinkler system in the Resident's room or hallway activates in a non-emergency situation, the Resident will be charged and responsible for all damages, together with a fine of \$250.00.

- D. Fire warning devices and safety equipment are to be used only in case of emergency. The sound of a fire alarm should be taken seriously. If there is an alarm, the Resident is to vacate the Unit immediately. The Resident will be instructed by officials when they can return to their room.
- E. If the Resident does not vacate their room during a fire alarm, they are subject to disciplinary action and a fine. The intentional sounding of an alarm outside of an emergency is a criminal offense and a material breach of the Agreement.
- F. Periodically, the university's agent will test the smoke detectors in the Resident's Unit for proper operation and working batteries. Upon notification, an agent of the university will replace smoke detector batteries. Tampering or altering smoke detectors will result in a \$100.00 fine per smoke detector.

Call 610-436-3311 in case of fire and other life-threatening situations.

SECURITY:

Safety and Security is everyone's responsibility. It requires active participation from Resident's and their guests and the University Staff to uphold and follow the guidelines established in this agreement.

- A. The Resident acknowledges and agrees that Residence Life and Housing has not:
 - a. Made any written or oral statements to the Resident about the safety of the Facility or Premises.
 - b. Made written or oral statements regarding the effectiveness or operability of any security devices or security measures at the Facility or the Premises; and
 - c. Guaranteed the Resident or the Resident's guests' safety or security against any criminal, tortious or wrongful acts of any person.
- B. The Resident acknowledges that security devices and measures are not fail-proof and may be bolstered by criminals or electrical or mechanical malfunctions. Therefore, Resident acknowledges and agrees that Resident should not rely on security measures in place on or around the Premises and the Facility. The Resident should take steps to protect themselves and their property as if these devices and measures did not exist. The Resident agrees to immediately notify Residence Life and Housing in writing of any malfunctions involving security devices or measures, including but not limited to locks, doors, or windows.

ROOM/APARTMENT INSPECTIONS AND RIGHT TO SEARCH IN UNIVERSITY OWNED AND/OR AFFILIATED STUDENT HOUSING

By executing a Housing Agreement, each resident hereby consents to the following provisions concerning the inspection of their rooms by Designated University Officials.

The language below reflects current University policy but may be subject to amendments during the academic year.

A. Right of Inspection by University Officials

1. Routine inspections. Members of the administration, RLH staff, and Facilities staff (“Designated University Officials”) retain the right to conduct inspection of student rooms or apartments for cleanliness, health, safety, and compliance with all University policies and housing. There are two types of routine inspections:

- a. Routine inspections occur during University breaks and at the close of each term. No notice is provided to residents about such inspections.
- b. Other routine inspections—those that occur during a semester, and not while the University is on break—shall be communicated and publicized 48 hours before the inspection.

Either type of these inspections may be conducted when the resident is not present.

2. Other Inspections. The following inspections may be conducted by Designated University Officials without prior announcement:

- a. Inspection during evacuations or drills. Residents should expect that Designated University Officials may enter a resident’s premises for inspection during an emergency evacuation, including when a fire alarm has been activated or an evacuation drill.
- b. Possible rule violation. Designated University Officials may enter a resident’s room for inspection at any time when there is reasonable suspicion of a rule violation including, but not limited to, a violation of the Student Code of Conduct or a violation of a provision of this Agreement.

If a resident refuses to grant entry to a Designated University Official who is requesting to enter the room for an inspection or if there is no one present in the room when such Official seeks to conduct the inspection, the master key may be used. If entry occurs with no resident present, the resident shall receive written notification of such entry within 24 hours.

B. Wellness Checks

There are occasions when WCU Public Safety receives a request for a well-being check. When exigent circumstances are present, Public Safety officers are authorized to enter a student’s room to check on the student’s status to determine if the student is in good health.

C. Use of Items Found During Room Inspection or Wellness Check

1. Anything discovered during an inspection or check described above may be used as evidence to terminate this Agreement or to inform a referral to the Office of Student Conduct.

2. Because this Agreement and other University policies (including the Student Code of Conduct) prohibit certain items in the residence halls and those prohibitions overlap with state or federal criminal laws, if during an inspection or check University Officials discover evidence that a crime may have occurred, they shall immediately contact law enforcement.

- a. Once law enforcement has been notified, the Designated University Official who is present shall secure the room, and not allow anyone to enter until law enforcement arrives.
- b. Law Enforcement officers shall then decide whether—and under what circumstances—a law enforcement search may be conducted.

BATHROOM USE

WCU traditional residence halls provide single gender community bathroom facilities. Improper use or violations of privacy in use of restroom facilities will be forwarded to the Title IX Coordinator and the Office of Student Conduct in the event a violation of the Student Code of Conduct may have occurred. These violations can result in disciplinary action under the Code, including a loss of housing, disciplinary suspension or expulsion.

The Gender-Inclusive Equity Minded Community in Killinger Hall has a gender inclusive bathroom. There are also gender inclusive restrooms on the first floor of each traditional hall (Killinger, Goshen, Schmidt, Tyson) and in Southside for the South Campus Apartments.

PET POLICY

Due to maintenance and sanitation problems, no pets are permitted in any housing facility.

**Students with an identified need for service or emotional support animals should contact Residence Life and Housing for more information regarding service or emotional support animal policy. Students living in USH Affiliated Housing should refer to the USH Lease Agreement for additional information. **

PUBLIC EMERGENCY EVENTS / MANDATORY EVACUATIONS HEALTH/SAFETY POLICY

- A. **An emergency Event** means a situation that poses an immediate risk to health, life, safety, property or environment. **Emergencies** require urgent intervention to prevent further illness, injury, death, or other worsening situations. When an emergency event occurs, Residence Life and Housing reserves the right to:
 - a. Require Residents to relocate to other University-owned facilities or elsewhere.
 - b. Require Residents to vacate the Premises under the circumstances described in this Section.
 - c. establish quarantine and isolation procedures which Residents must comply with.

- d. comply with all applicable federal, state, local laws and orders or directives of governmental authorities (including government agencies) connected with the circumstances.
- B. Residence Life and Housing exercise of these rights will not be considered a breach or default of this Agreement. Residence Life and Housing reasonable inability to comply with this Agreement because of an Emergency Event will not be considered a breach or default of this Agreement. Resident agrees to release (give up) and hold Residence Life and Housing harmless (not liable) against any claims, damages, or losses related to an Emergency Event, and Residence Life and Housing exercise of its rights according to this Section during the term of this Agreement.
- C. The Resident acknowledges that Residence Life and Housing is required to follow the guidance of West Chester University, orders of the governor of Pennsylvania, and orders or directives of any other executive or federal, state, county, or local governmental agency if an Emergency Event exists during the Term of the Agreement.
- D. If in response to an Emergency Event, Residence Life and Housing require the Resident to vacate the Premises, or if the Premises is not available for occupancy during the Term because on-campus learning is interrupted during the Fall or Spring Semester, then Residence Life and Housing, shall provide a prorated refund that applies to the portion of the Term that the Premises is not available for occupancy by the Resident.
- E. Resident shall not have a right to a refund if the University's calendar is altered or changed to permit a full semester to be completed through on-campus learning or instruction. Suppose the Premises must be vacated during the term. In that case, Residence Life and Housing shall give Residents as much notice that is practicable under the circumstances and shall make reasonable accommodations to permit the Resident to remove Resident's personal belongings from the Premises. The Resident's right to the prorated refund shall be the Resident's sole remedy for any damage caused to Resident by the actions taken in response to an Emergency Event.

ACCIDENTS/LOSSES POLICY:

- A. **Reporting Accidents.** The Resident must immediately report to Public Safety (610-436-3311) and Residence Life and Housing accidents, injuries, and property damage occurring in the Unit and, if involving Resident, elsewhere at the Facility and in case of fire and other life-threatening situations.
- B. **Renter's Insurance.** The Resident bears the risk of loss for all personal property kept on the Premises or anywhere in the Facility. Residence Life and Housing will not be responsible for any damage to, or loss of, Resident's personal property. The Resident is strongly encouraged to get rental insurance or similar insurance to cover any loss or damage to personal property.

- C. **No Health or Medical Provisions.** Residence Life and Housing will not provide any health or medical care to the Resident or take any action concerning any medical condition, allergy, or dietary preferences of the Resident.

INTERNET SERVICE

West Chester University's Information Services and Technology (IS&T) group provides wireless Internet and network access across WCU's entire campus. Residents, living on campus, are not permitted to operate personally owned routers, switches, bridges, Wi-Fi access points, MiFi hotspots or wireless extenders as these devices can interfere with the University-wide campus network and can degrade the wireless network service/performance for everyone. The Student IT Help Desk, under IS&T, is the single point of contact for all WCU Student technology services including configuration and assistance with connecting to WCU's wired and wireless networks. More information can be found on

DISCLOSURES

Resident authorizes Residence Life and Housing to give information about Resident's occupancy (including Resident's name, address, telephone number, social security number) and other information to the University, college, or educational institution where Resident is enrolled. If the Resident breaks the Agreement or has violated the Rules and Regulations or any applicable student code of conduct, Residence Life and Housing is specifically authorized to notify the University, college, or educational institution where Resident is enrolled of the violations.

Resident authorizes the University, college, or the educational institution where Resident is enrolled, to communicate the Resident's enrollment status, University conduct history, financial aid records, and such other information as Residence Life and Housing may require confirming if Resident is a registered full-time student and in required academic standing to remain in on-campus housing. According to the Family Educational Rights and Privacy Act of 1974(FERPA), this authorization is intended to be written Consent.

Resident agrees to complete and sign additional documents that Residence Life and Housing deem necessary to verify Resident's full time periodically. If the Resident fails to do so, the Resident breaks this Agreement.

MENINGITIS REQUIREMENT

Meningococcal disease is a rare but potentially fatal bacterial infection, expressed as either meningitis (infection of the membranes surrounding the brain and spinal cord) or meningococemia (bacteria in the blood). The Advisory Committee on Immunization Practices (ACIP) of the U.S. Centers for Disease Control and Prevention (CDC) recommends that college freshmen (particularly those who live in residence halls or other student living accommodations) be informed about meningococcal disease and the benefits of vaccination and that students who wish to reduce their risk for meningococcal disease be immunized. Other undergraduate students who want to reduce their risk of meningococcal disease may also choose to be vaccinated.

Under the terms of the Pennsylvania College and University Student Vaccination Act, students living in campus housing must be immunized against meningococcal disease or sign a waiver that they have received detailed information on the risks associated with meningococcal disease and the availability and effectiveness of a vaccine and that they choose not to be vaccinated. The CDC now recommends a booster dose for those 16 years of age who received their initial dose at age 11-12. If the initial dose was given at 13-15 years, the booster dose should be given at 16-18 years. If the initial dose was given after the 16th birthday, no booster is needed, except where there is a continuing risk. Refer to Meningitis Vaccine Information Sheet at <http://www.cdc.gov/vaccines/hcp/vis/vis-statements/mening.html>. All students living on-campus housing must either be immunized against meningococcal disease or submit a waiver in accordance with the College and University Student Vaccination Act. All questions regarding the vaccine or The College and University Student Vaccination Act, and its exemptions, can be directed to the Student Health Services 610-436-2509.

All residents are required to submit information electronically or sign a document before moving into campus rooms/apartments stating that they follow the law. This statement of compliance with the College and University Student Vaccination Act will be obtained from Residence Life and Housing. WCU recommends that residents have the vaccination before arrival on campus because no resident will be permitted to move into a room without proof of the vaccination or a completed exemption form. Evidence of immunization can be documented on the appropriate housing application form or separately from the vaccine's medical provider.

PLEASE USE THE FOLLOWING LINKS FOR EASE IN NAVIGATING WCU'S POLICIES, RESIDENCE LIFE AND HOUSING DOCUMENTS, AFFILIATED HOUSING LEASE AGREEMENT, AND DINING SERVICES

[Traditional Housing Occupancy Agreement](#)

[USH Lease Agreement](#)

[Student Code of Conduct](#)

[Medical Amnesty Policy](#)

[Work Order Link \(Traditional Housing\)](#)

[WCU's Information Services and Technology \(IS&T\)](#)

[USH StarRez Link \(Affiliated Housing\)](#)

[Dining Services](#)