

# Community Living at Michigan

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## **Welcome to the University of Michigan's Residential Community**

It is often said that some of the most important learning by students during their college years takes place outside of the classroom. A lot of that learning occurs during the interactions and exchanges that take place among residents in a residence hall.

In our residence halls, you will find many people with interests similar to your own. You will also find people who are more different from you than you may have expected. The diversity of appearances, beliefs and expectations is astounding, wonderful and sometimes intimidating. University Housing strives to create an environment in which positive relationships with all these people, similar and dissimilar, can thrive. The aspirations of University Housing staff to create an atmosphere of mutual respect and understanding, where a resident's rights to a safe, clean, comfortable home are respected, are stated in the Living at Michigan Credo and the Resident Bill of Rights. We hope you will adopt the principles as your own and use them to help make your experience in the halls positive, educational and enjoyable.

### **Legal Information**

Your contract is the basic document that states the contractual obligations between you and the University. This electronic document, Community Living at Michigan, is a legally binding adjunct which is incorporated into your contract. You are equally responsible for complying with the rules, policies and regulations contained herein as you are for those directly printed on the contract.

The Martha Cook Building, Henderson House and the Lawyers Club have some unique contractual terms and conditions that differ from the standard residence hall contract. It is the responsibility of the residents of these buildings to become informed of these unique terms and conditions. Residents of the three buildings should ask about these contractual differences at the time of contract signing.

Every effort has been made to ensure the accuracy of information contained in this electronic document. Updates and corrections will be made as they become necessary. Students will be notified of substantive changes.

### **University Housing's Mission**

The mission of University Housing is to create and sustain diverse learning-centered residential communities that further the goals of the University. Through partnership with others we provide quality programs, services, and facilities for those we serve in a caring, responsible, and cost effective manner.

### **Living at Michigan Credo**

The University of Michigan is a special place. It is an educational community designed to foster freedom of thought and unconventional, even uncomfortable, opinions. It attempts to provide an environment conducive to inquiry, in which innovation and creativity are nurtured. Part of this openness to ideas is an acceptance and appreciation of diverse cultures from around the country and around the world—an allowance not only for people to be different, but a recognition that such diversity is the vital core of University life. University Housing is committed to an inclusive, sensitive, socially just and humane community in our residence halls and apartments. Many students use their college years to explore and develop their personal identity and values. We believe this exploration can best take place in an

environment that is open to and respectful of individuals across the spectrum of human differences and distinctions. It is the responsibility of every member of the Housing community, staff and students alike, to work to create and maintain such an environment. We pledge to work collectively to examine our values and conduct, and to question those values when they reflect an origin of fear, anger, or ignorance. Acts of bigotry are acts of hatred against us all, and they will not be condoned or tolerated. We must all share in the responsibility of confronting unacceptable behavior, and in providing an example of involved citizenship. We continue to strive towards fulfilling our ideals. Join us in this affirmation of our common humanity.

### **Statement on Nondiscrimination**

University Housing supports and follows University guidelines with respect to nondiscrimination and fair treatment in employment, educational programs, activities, policy enforcement, and residence hall and apartment assignments. Members of the University community who have concerns about University Housing in these areas should contact the Associate Director, Residence Education, 1500 Student Activities Building, Ann Arbor, MI 48109-1316 or (734) 763-1452.

### **Resident Bill of Rights**

University Housing is proud of the positive environment for living and learning in our residential communities, where residents treat one another with respect and in good faith, and appreciate the value of conducting themselves in a responsible manner. In the interest of promoting this positive environment, the Housing community has developed the *Resident Bill of Rights* (below) and the *Community Living Standards* (under *Building a Community through Individual Responsibility*). The Resident Bill of Rights, like the Living at Michigan Credo, represents aspirations of University Housing for its communities, but it is not a guarantee. We expect all members of the community to strive to make these aspirations a reality by supporting these rights for themselves and for their fellow community members.

*As a member of the residential community, each resident has the right to:*

Read and study free from undue interference in one's room. Unreasonable noise and other distractions inhibit the exercise of this right;

Sleep without undue disturbance from noise, roommates' guests, or other distractions;

Expect that a roommate will respect one's personal belongings;

A clean, sanitary, and orderly environment in which to live;

Free access to one's room and facilities without pressure from a roommate;

Personal privacy;

Host a guest with the expectation that guests are to respect the rights of the host's roommate and other residents;

Redress of grievances, and participation in conflict resolution. University Housing staff members are available for assistance in this process;

Be free from intimidation, physical and/or emotional harm;

Expect reasonable cooperation in the use of shared equipment and appliances (telephone, refrigerator, etc.);

Bring forward in an appropriate and timely manner to staff or other residents concerns about violations of Community Living Standards as described in this publication.

## **Residence Hall Policies & Procedures**

This section of Community Living at Michigan describes policies and procedures designed to ensure the smooth functioning of the residence hall. The section is not all-inclusive, but rather explains the practices that most directly affect resident life. They are common to all University Housing residence halls, unless otherwise noted. Some individual halls, communities and departments in University Housing (e.g., Michigan Learning Communities) have additional policies and procedures. Residents who live in those communities or are members of those groups agree to abide by the additional policies and procedures as part of their contract, as well as by those described in this electronic document. Policies and procedures may be changed during the term of the residence hall contract with appropriate prior notification to residents.

### **Bicycles**

Bicycles may not be left in public areas. Bicycles that are illegally parked or chained to something other than a bike rack may be impounded.

### **Celebratory Candles and Incense**

In an effort to support residents' spiritual, cultural and social activities, University Housing will make spaces available within the residence halls where such activities may occur. Hall Directors and Housing Security may designate such space as appropriate. These activities may include the use of celebratory candles, incense, and other approved items that are considered essential for the particular activity. Permission must be obtained from the Hall Director in advance of bringing otherwise prohibited items into the hall. The Hall Director will arrange for the storage of candles and/or incense when not in use. (See *Prohibited Items* and *Community Living Standard 2.9 Fire Hazards*.)

### **Checkout**

Residents vacating the residence hall at the end of the contract term, or because of a contract reassignment or termination, must turn in any University-provided keys/keycards and mailbox keys to the Community Center. Residents who do not complete required checkout procedures at their Community Center may continue to be held responsible for all room charges until their checkout date is officially recorded by the hall. At the conclusion of both Fall Term and Winter Term, residents are expected to vacate their residence hall room within 24 hours after their last exam but no later than their contract end date. Residents who remain longer may be assessed a late stay charge. Residents must follow procedures provided by residence hall staff regarding leaving for Winter Break.

## **Contract Modification or Termination**

*The resident can request contract modification or termination by completing a Petition to Alter/Terminate Housing Contract, found on the University Housing website.*

The University may terminate a housing contract on non-disciplinary grounds when a student (a) signs a contract in advance of enrollment and then becomes ineligible to enroll, or does not enroll in the University; (b) withdraws from the University or otherwise becomes ineligible to live on campus before the contract expires; (c) marries; (d) has documented health or psychological reasons that necessitate the termination of the contract; (e) experiences a change in financial circumstances that necessitates the termination of the contract; or (f) leaves Ann Arbor during the term of the contract to pursue a study abroad program or off-campus internship. A resident may petition to terminate a contract for other special or mitigating reasons not known at the time of contract signing. In any case, the reason must be one that cannot be relieved by the resident relocating to other University housing. Residents whose contracts are terminated on grounds described above will have five days to vacate the premises after notification of contract termination is provided in writing. Termination requests initiated by residents are not automatic.

### *Special Circumstances*

University Housing reserves the right to request or require a resident to leave University Housing when that resident's behavior significantly disrupts the life of the community or poses a risk to any student (including self), staff, faculty or visitor.\* University Housing may attempt to work with the resident to create specific agreements concerning the resident's behavior. Such agreements constitute an addition to the resident's housing contract. Violations of such agreements are grounds for termination of the contract. The University and the student may terminate the contract by mutual agreement for compelling extenuating circumstances.

\*For related information, please see the *University of Michigan Emergency Mental Health Withdrawal and Readmission Policy and Procedures*, available from the Office of the Dean of Students at <http://umich.edu/~spolicy/mentalhealth.html>.

## **Damage and Loss Assessment**

Repair, cleaning or replacement charges may be billed to the Student Account of any resident who is found responsible for causing damage to or loss of University Housing property. Such damage may be for extraordinary cleanup required for the disposal of hazardous materials, such as mercury from a mercury thermometer (see *Prohibited Items*.) If the damage, loss, or need for cleaning is discovered during the term of the contract, the resident will have five days to appeal the assessment, according to the Housing Student Conflict Resolution Process. If the damage or loss is discovered after the resident has moved out, a statement will be sent to the resident's forwarding address; a resident who wishes to appeal such an assessment must respond within 10 days of receipt of the statement.

### *Group Billing*

The most impartial way to effect restitution for damages that negatively affect the community is to bill only those responsible. Therefore, residents are encouraged to accept responsibility for their own and their guests' behavior. Any residents aware of any person responsible for specific damages should contact a resident staff member, the Hall Director, Area Coordinator, or Housing Security. In those instances when

damages occur in individual rooms or in the common areas of the floor or building and attempts to identify the parties responsible for the damage are not successful, residents living in or near the affected space may be billed as a group. Residents who were not on campus during the period the damage occurred may be exempt from charges billed to a group; residents in this category must inform the Area Coordinator in writing within 30 days of receipt of the notice of the group billing. The Area Coordinator, in consultation with the building's Hall Director and Facilities staff will make the final determination. The Associate Directors of Residence Education handle appeals of group billing charges.

## **Dining Services**

*Most student contracts with University Housing for residence halls are for room and board. For complete information about meal plans visit the [University Housing website](#). See the University Housing website for additional information about [nutrition services](#) and accommodations for [religious observance](#).*

### *Use of Dining Services*

Diners must have an active Mcard (University of Michigan ID card) in order to purchase meals or other items in residence hall dining facilities. No one may lend a card or transfer dining privileges to another person. Ramifications for allowing unauthorized use of one's Mcard or dining privileges may result in an additional charge and/or referral to the Housing Student Conduct Resolution Process. Information about buying meals for guests is available in [dining and meal plans](#) on the Housing Web site or from the [Mcard Offices](#).

It is against Residential Dining Service (RDS) regulations to bring food or drink into the dining halls and/or use dining hall equipment or supplies to prepare or consume food or drink not supplied by RDS. Additional policies govern what items may be taken from the dining halls. Please review information available on the [Housing website](#) or from the [Mcard Office](#).

## **Disruption of Services**

University Housing and the University are engaged in ongoing efforts to maintain and improve their facilities, and University Housing makes every effort to inform residents in advance of major construction that may affect their living-learning environment. (Painting in public spaces is done as needs arise and staff is available, and may not be announced in advance.) The most noticeable unwanted byproducts of construction include noise and dust. University Housing works with contractors and others to mitigate the impact of noise and dust as much as possible and to schedule work during the least disruptive times. The disruption or non-performance of services due to a labor stoppage or to fire or other casualty does not constitute grounds for termination of the contract. If such an event disrupts services, affected residents will receive a pro rata refund for services not provided. The University has no other responsibility for disruption or non-performance of service. If the Director of University Housing determines that the University has failed to fulfill its obligation under the contract, residents will be reimbursed for rent accrued during the period of the University's breach, and the contract may or may not be terminated.

## **Early Move-In**

The policies and procedures within this document apply to students who request and are granted permission to reside in their assigned space prior to the start date of their contract. A fee may be associated with moving in early.

## **Electrical Devices**

Any electrical device or power equipment, such as appliances, cords and power strips, must be Underwriters Laboratory (UL)-certified and be used in accordance with the guidelines stated in the [Fire and Electrical Safety Guide](#). Additional information guiding what is permitted and not permitted in the residence halls can be found in the *Statement of Student Rights and Responsibilities*, *Safety in Hall Communities* and *Prohibited Items* within this document for specific examples of what is allowed or not in the residence halls. If you are unsure about an item, check with [housing@umich.edu](mailto:housing@umich.edu) or your Hall Director. Residents will be held financially and contractually responsible for damages incurred as a result of unsafe use of permitted items.

## **Eligibility to Reside in University Housing**

Residents must be enrolled for one or more credit hours at the University of Michigan Ann Arbor Campus during the entire time period defined in the contract. In instances where eligibility is uncertain, students may be required to produce a written statement from their department indicating that they are making appropriate progress towards their degree and that they remain in good standing in the department.

University Housing reserves the right to refuse housing based upon behavior, including but not limited to criminal activity, that the University in its sole discretion and judgment determines that refusal of housing (or termination of the housing contract for behavior that is revealed or occurs after application submission) is in the best interests of the University, University Housing residents and employees, and the University Housing community. If University Housing becomes aware that a resident has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the University Housing community environment, the University may terminate the housing contract. Failure to completely and truthfully answer criminal history activity questions on any University Housing application may result in contract termination and/or University of Michigan disciplinary proceedings.

## **Fees and Restitution**

Fees or restitution may be charged to residents on their Student Account for a variety of reasons, including administrative services or compensation for unreturned or damaged University property such as appliances or furniture. Residents may also be charged for costs associated with student conduct cases (see *Restitution*). Students who fail to pay such charges on time may have an additional administrative charge added to their Student Account.

## **Fireplaces**

Fire safety regulations prohibit the use of the fireplaces in lounges or other common areas.

## **Furniture and Lofts**

Most rooms are outfitted with modular furniture, which can be configured in a number of different ways. University Housing strives to provide residents with a safe and secure living environment. All Building Block Furniture must be assembled and used according to the manufacturer's approved configurations. (For example, the guardrails provided must be used for an upper bunk or loft unit.) Information concerning proper use of Building Block Furniture is available from brochures provided in resident rooms and from videos and CDs available from the Community Center. Permissible ways in which this furniture

can be safely configured can be found on the University Housing website, <http://www.housing.umich.edu/info/configs.html>

Custom-built lofts (lease and/or individually owned) may only be installed in designated rooms. In rooms where custom-built lots are allowed, they must be installed with the consent of all roommates and according to the guidelines available in the [ResHall InfoSeries](#), [Building Custom Lofts in the Residence Halls](#), and in [Outfitting Your Student Room](#).

No item of modular furniture may be removed from a student room.

No mattress may be substituted for the fire- and flame-resistant one provided by University Housing.

## **Housekeeping**

Residents are responsible for maintaining their rooms at a level of cleanliness that discourages pests, mold, bacterial growth and other health and safety hazards. This responsibility also applies to any bathroom contained within the student room or any bathroom with access limited to a specific, small group of residents (e.g., bathrooms associated with an apartment, a designated cluster of student rooms, or a suite such as those in Baits Houses or Oxford Housing). For more information, see Community Living Standard 2.2 Health and Safety and [Residence Hall Cleaning Standards](#) on the Housing web site.

## **Keys/Keycards and Mcards**

*(See also Room Access in the Community Living Standards.)*

A student's University of Michigan ID card is called a Mcard. Among other functions, a resident's Mcard provides access to residence hall buildings, similarly to the way keycards provide access to the resident's room. Unauthorized use, possession or duplication of a Mcard is prohibited by University policy (see the *Statement of Student Rights and Responsibilities*). It is also prohibited to lend a Mcard to another individual.

All University-provided keys/keycards are the property of the University of Michigan. Unauthorized use, possession or duplication of residence hall keys/keycards is prohibited. No additional locks or locking devices attached to room doors are permitted. Residents may not lend their key/keycard to any other individual or leave it unattended and accessible. Keys/keycards found unattended and accessible will be confiscated by University Housing.

## **Maintenance Requests**

Requests can be submitted via [FIX-IT](#)

## **Michigan Learning Communities Participant Responsibilities**

Residents who, for whatever reason, do not participate in the program or do not fulfill stated requirements may be removed from the program. Any resident who is no longer a participant of the program will be reassigned to another residence hall.

## **Missing Persons**

If circumstances arise which indicate that a resident is missing from University Housing, Professional Staff employed by University Housing will conduct a preliminary investigation to obtain an explanation for the absence. If a reasonable explanation can not be obtained or if the investigation suggests possible

danger for the individual, the Department of Public Safety will be contacted and they will make contact with the confidential contact who was identified by the resident upon check in. For more information related to missing persons procedures and protocols, please contact your Hall Director.

### **Personal Property Protection and Insurance Coverage**

The University and University Housing do not assume any liability for loss, theft or damage to the personal property of residents in any residence hall location, including parking lots. Residents are strongly encouraged to maintain appropriate insurance coverage on their personal property.

Residents agree to hold the University, its agents and employees harmless from all damages, liability or loss sustained by the residents themselves or others in their rooms or common areas resulting from the negligent or illegal use or intentional misuse of the room or common areas in the hall.

*See the ResHall InfoSeries for more information.*

### **Pets**

Possession of birds, cats, dogs, reptiles or other animals by a student in any residence hall room or public space is not permitted, except as described below. Residents are permitted to keep fish in their room under the following conditions:

1. Fish tank size cannot exceed 10 U.S. gallons;
2. Flesh-eating species (e.g., piranha) are not permitted;
3. All residents of the room need to agree to have a fish tank in the room;
4. All appropriate precautions must be taken to ensure that the electrical connection to the fish tank is safe, and that other potential hazards have been properly addressed.
5. Owner must ensure the maintenance of the fish and tank, including over break periods.

Generally, pets are not allowed. However, certified service animals that assist people with disabilities are permitted as required by law. Documentation regarding the need for a service animal, as well as what services/tasks they perform, is required when making such an accommodation request. Please contact the Housing Information Office (734-763-3164) to obtain information on the review and approval processes that must be completed prior to bringing such animals into any residence hall.

### **Prohibited Items**

Most of the items listed below have been determined to present unacceptable environmental and fire safety hazards. Other items on the list pose different health or safety risks, interfere with University property or services, and/or are illegal. If any of these articles is found to be in a resident room, the resident(s) will be requested to remove it from the building immediately. If the item is not removed within a specified timeframe, or in cases where the safety of residents may be unduly at risk, University Housing reserves the right to impound unauthorized or prohibited personal property. Residents will be held financially and contractually responsible for damages incurred as a result of possession or use of prohibited items. University Housing reserves the right to prohibit or request the removal of additional items on a case by case basis.

- air-conditioners not owned and installed by University Housing
- airsoft guns
- alcohol (see *Alcohol and Other Drugs in Hall Communities* for more information)
- candles, incense, oil lamps—lit or unlit (see *Celebratory Candles and Incense and Community Living Standard 2.9 Fire Hazards*)

- certain technologies and devices (see *ResComp Conditions of Use*)
- coffeemakers without an automatic shutoff
- drug-related paraphernalia (e.g., bong, pipe)
- electric blankets
- extension cords larger than 16 gauge
- firearms, fireworks, explosives, ammunition
- fog machines
- halogen lamps or bulbs (all types, including clip-on, torchiere and desk styles)
- heating pads without an automatic shutoff
- hot plates or any cooking appliance with exposed elements
- illegal drugs or prescription drugs without a prescription (see *Alcohol and Other Drugs in Hall Communities* for more information)
- grills
- mercury thermometers
- natural, cut trees, branches and/or greens (such as holiday trees, wreaths and garlands)
- oil-based popcorn poppers
- paintball guns
- pets, except some fish (see *Pets*)
- refrigerators of more than 5.5-cubic foot capacity and/or amperage draw of more than 1.5
- rice cookers without an automatic shutoff
- satellite dishes mounted in any fashion to any interior or exterior area of a residence hall
- sleeping pods, capsules or enclosures that interfere with hearing a fire alarm or evacuating a room or building
- slow cookers (hotpots)
- S'mores makers
- space heaters
- sun lamps
- toaster ovens
- toasters
- warmers for candles or oils
- warm-mist humidifiers
- waterbeds/waterchairs
- waterpipes (hookahs)
- weapons, including any used for decorative or collecting purposes

### **Room Alterations and Decorations**

Residents are not permitted to paint or structurally alter their rooms in any way. They may not paint, remove, modify or tamper with any room fixture or component including doors, walls, ceilings, floors, windows, electrical systems, pipe insulation, and safety systems. No items, such as TVs or fans, may be nailed, bolted or otherwise permanently attached to any part of the room. Room and exterior room door decorations and wall hangings may be hung using only no-nail type picture hangers or masking tape. If there is any question about the permissibility of a decoration, the resident should check with the Hall Director. For more information, see the prohibited item lists and *Safety in Hall Communities*.

### **Room, Board and Other Charges**

See also *Room, Board and Other Charges Refund Policies*.

Residents are required to pay all room and board charges, including house/hall dues, in a timely manner according to the University's Student Account payment schedule. If a resident defaults on payment of any single installment of rent or on the payment of any other amount due the University, the University will send written notice. If the default is not satisfactorily resolved within seven days of the notice, the University may take further action.

Questions about room and board charges or refunds should be directed to the Housing Billing Office at (734)763-3522 or [Housing.Billing@umich.edu](mailto:Housing.Billing@umich.edu).

#### *Cable Television*

All resident rooms are wired to receive cable television channels at an additional per resident subscription fee billed automatically each term to all residents of a room on a prorated share basis. Residents can opt out of cable television charges by completing an online [cable cancellation form](#) by the published date for Fall Term, Winter Term or Spring/Summer term.

Additional information about cable television is available at [www.housing.umich.edu/services/cable.html](http://www.housing.umich.edu/services/cable.html). Questions about cable television charges should be directed to [cablevision@umich.edu](mailto:cablevision@umich.edu) or Housing Business Services on North Campus at (734) 936-2425.

#### *House/Hall Government Dues*

By signing a University Housing contract, residents become members of their house/hall student governing body and the [Residence Halls Association \(RHA\)](#), the student government for all residents. Residents are required to pay house/hall government dues, which support the activities of the house and multicultural councils, as well as fund some of RHA's programs, resources and student advocacy services. The amount of dues is determined annually by the RHA Assembly during Winter Term of the preceding academic year.

These dues are added to each resident's Student Account in September as a one-time special assessment and are not refundable or prorated in anyway. On a voluntary basis, residents of specific halls or houses can assess themselves supplementary amounts for purchase of clothing items, special trips or programs.

Questions about RHA should be directed to (734) 763-3497 or [rha@umich.edu](mailto:rha@umich.edu).

Questions about house/hall billing should be directed to the Housing Billing Office at (734) 763-3522 or [Housing.Billing@umich.edu](mailto:Housing.Billing@umich.edu).

Residents of the Martha Cook Building, Henderson House and the Lawyers Club fall under the specific by-laws of the respective houses with regard to any house dues obligations.

#### *Long Distance Telephone Calls*

(See the [ResHall InfoSeries](#) for more information.)

Residents receive unique long distance authorization codes (authcodes) that must be used for any direct-dialed long distance calls. Charges for long-distance calls made with each resident's authcode will be included in that resident's monthly Student Account statement.

See [UMphone Student Services](#) for information about telephone and voice mail services.

#### *Refrigerator Rental Fees*

Residents can rent a refrigerator or refrigerator-microwave combination from University Housing; one

rental unit per room is permitted. The resident must submit a completed [Refrigerator Request/Rental Agreement](#). The rental fee will be billed to the resident's Student Account. Canceling a request after the stated deadline may result in a cancellation fee. Additional information about refrigerator rental and the Refrigerator Request/Rental Agreement are available on the [Refrigerator Rental Program](#) page of the Housing Web site and from [Housing Business Services](#) on North Campus at (734) 763-6294.

#### *Residential Computing (ResComp) Activation /Support*

See [Residential Computing \(ResComp\) Network and Technology](#) for more about ResComp.

The amount of the [ResComp Activation/Support fee](#) charged to each resident is available on the ResComp Web site.

### **Room, Board and Other Charges Refund Policies**

*See also Room, Board and Other Charges.*

#### *Room and Board*

Residents are responsible for all room and board charges that are identified on the contract they have signed unless University Housing agrees to terminate the contract before its end date (see *Contract Modification or Termination*). A [Petition to Alter/Terminate Housing Contract](#) is required for University Housing to consider approval of the termination. Unless residents have obtained approval for termination, they are responsible for all fees remaining on the full term of the contract, even if they move out of the residence hall. Residents who obtain approval for termination remain responsible for all room and board charges up until the date of checkout. Any resident who fails to follow the procedure for checkout after being granted contract termination may be held accountable for full payment of the contract. Residents whose contracts are terminated and who properly follow checkout procedures will be given a prorated credit applied to their Student Account for any unused services. However, no refunds will be given to residents whose contracts are terminated during the final two weeks of a term.

When a contract is terminated for conduct reasons, the University shall have the right to re-enter and take possession of the premises, while the resident remains liable for room and board payments for the full term of the contract.

Questions about room and board charges or refunds should be directed to the Housing Billing Office at 734-763-3522 or [Housing.Billing@umich.edu](mailto:Housing.Billing@umich.edu).

#### *Cable Television*

Cable television service is activated in all resident rooms prior to residents moving in. All residents are billed for cable service on their Student Account unless they submit an online [cable cancellation form](#) for their room by the published date. Roommates are charged equal portions of the cable service to their room, and all roommates must sign the cancellation form for it to be accepted. Residents who submit cancellation forms after the deadline will receive a prorated refund.

Additional information about cable television is available at [www.housing.umich.edu/services/cable.html](http://www.housing.umich.edu/services/cable.html). Questions about cable television charges should be directed to [cablevision@umich.edu](mailto:cablevision@umich.edu) or Housing Business Services on North Campus at (734) 936-2425.

#### *Blue Bucks Account*

Blue Bucks contracts can be canceled at any time. Any unused balance greater than \$5 at the end of the

Winter Term will automatically be credited back to the resident's Student Account, unless the resident is registered for Spring/Summer Term classes.

Questions about Blue Bucks accounts should be directed to the Housing Business Services on Central Campus at (734) 763-4632.

#### *House/Hall Government Dues*

Residence house/hall government dues are added to the September Student Account statement as a onetime special assessment. Once billed, this amount is nonrefundable and is not prorated in any way.

#### *Refrigerator Rental*

All residents who send in a Refrigerator Request/Rental Agreement are billed accordingly on their Student Account (typically on the September statement), unless Housing Business Services is notified of termination of agreement prior to billing. Refunds for terminations submitted after billing are credited to the resident's Student Account as follows:

- A full refund is made if the resident has not taken possession of the refrigerator. A cancellation fee will be charged.
- A prorated refund is made if the resident has taken possession of the refrigerator and then returns it and terminates the agreement. A cancellation fee will be charged.

Questions about refrigerator rental charges or refunds should be directed to Housing Business Services on North Campus at (734) 936-2425 or to [refrigerator@umich.edu](mailto:refrigerator@umich.edu).

#### *Residential Computing (ResComp) Activation/Support*

The activation and services fee is nonrefundable, and is not prorated in any way. More information may be found on the ResComp Web site.

Questions about ResComp charges should be directed to [resnet@umich.edu](mailto:resnet@umich.edu) or (734) 647-1133.

### **Room Changes**

University Housing reserves the right to make an administrative room change into a vacant space, independent of the waitlist, when it deems a change necessary.

Residents in a room or suite with a vacant space are required to accept a new roommate who is placed in the space by University Housing. Refusing to accept a roommate, or impeding University Housing's ability to effect an assignment into a vacant space (e.g., by not keeping the unoccupied space presentable) is a violation of the contract. Unfortunately, advance notice of a new roommate is usually not available. Therefore, residents must ensure that the vacant space and furnishings in their room or suite are in a condition ready for occupancy at all times. Failure to comply with these policies can result in the resident or residents already occupying the room or suite being charged the full rate for the vacant space.

#### *Extenuating Circumstances*

University Housing may require residents to move to other accommodations in University-owned and operated facilities if it is determined by Housing to be in the best interest of the resident and/or other occupants of the housing unit to do so. Efforts will be made to offer comparable accommodations. A move may, however, result in a room and board rate change for which residents are responsible. These room changes will occur within a time frame determined by University Housing.

### *Modified Rooms*

University Housing has modified, and, in some cases, equipped, some of its residence hall rooms to meet the needs of residents with disabilities. Residents without disabilities may receive an assignment to such a room if there is a lack of need by residents with disabilities. Such an assignment requires that a Contract Addendum be signed. This Addendum stipulates that the resident agrees, upon 15 days written notice from University Housing, to be transferred to another room if the contracted premises are needed for a student with a disability. If such a transfer is made, University Housing agrees to provide a new room assignment that is reasonably equivalent to the initial room, not including any special features designed for the needs of a resident with a disability.

### *Michigan Learning Community Designated Rooms*

University Housing reserves certain rooms and areas for the Michigan Learning Communities (MLCs). Students residing in MLC-designated rooms without an affiliation with the program are not eligible to sign up for the room for future contract periods.

### *Damaged Rooms*

In the event a resident's room or part thereof is destroyed or substantially damaged in an accidental manner so that it is rendered unfit to be inhabited, University Housing will make an assessment of the length of time needed to make necessary repairs. If the room will remain uninhabitable for an excess of 30 days, the resident will have the option of either terminating the contract by giving written notice to University Housing, or relocating to a comparable space, based on availability, in the current or a different residence hall.

See the [University Housing website](#) on room changes for more information.

### **Room Condition**

All residents must complete, sign and return a Room Condition Inventory (RCI) when moving into a residence hall room, either at the beginning of a term or when changing rooms within a term. The RCI documents the condition of the room when it is initially occupied. If the RCI is not completed and returned, University Housing will assume that there are no problems with the room when the residents move in. Residents will be held responsible for any damage found to their room when they move out unless (a) it was noted on the RCI, (b) it is normal wear and tear or (c) it is a maintenance problem that arose during the year and was properly reported. Rooms are inspected for health and safety conditions at the end of each term or whenever the room is vacated. Residents have the right to be present for this inspection and to schedule it before moving out.

### **Room Entry and Room Search**

Room entry and search may be necessary, and the University may exercise its contractual right to conduct either or both under certain specific circumstances. The University recognizes and respects residents' desire for privacy, especially within the context of a group living environment. In its efforts to protect and guarantee this privacy, University Housing has defined and restricted the conditions under which authorized University personnel may enter or search a resident room. The following procedures have been developed as a guide for the staff of University Housing to enable them to perform their duties and to maintain certain standards while at the same time giving due recognition to the rights of privacy which should be accorded to individual residents. The following University and University-affiliated personnel are authorized to enter residents' rooms under the terms described in the *Room Entry Procedure*:

- Area Coordinators, Hall Directors, Housing Security or Department of Public Safety personnel, and full time professional staff members of University Housing;

- Resident Advisors and other resident staff;
- Employees of the University's Department of Occupational Safety and Environmental Health;
- University and non-University personnel contracted to perform maintenance, repair or other services on behalf of University Housing.
- Other members of the University staff and/or civil authorities may enter resident rooms under the conditions described in letter a below only when accompanied by a member of the professional or resident staff. In an emergency situation, fire personnel may enter a room unaccompanied.

#### *Room Entry Procedure*

- When residents make a maintenance or service request, permission to enter a room when they are not present is assumed. Furthermore, the University reserves the right to enter a resident room to provide maintenance or housekeeping services, to conduct sanitation and safety inspections, to verify occupancy, or if there exists a clear indication or reasonable cause to believe that there is a gross violation of an established conduct or health and safety standard. Housing employees have the right to enter a resident room in the event of an emergency to protect life, limb or property. Housing employees also have the right to enter a room if they have any reason to believe that an imminent hazard to the property and/or resident(s) exists and to remove or correct any hazard discovered.
- No room shall be entered without knocking. Entry following the knock shall be preceded by a time lapse of sufficient duration to provide residents with ample opportunity to open the door.
- If it is necessary, under the conditions outlined, for authorized University personnel to enter a room when no resident is present, the resident(s) will be notified of the entry and the reason for the entry upon returning to the room. This provision does not apply to housekeeping and maintenance personnel performing routine duties, or to staff conducting a sanitation and safety survey, for which prior notification of residents is required. These surveys traditionally take place at the beginning of Fall Term, during Winter Break and at the end of Winter Term.
- Emergency situation may require an authorized University staff member to enter a resident room to inspect or retrieve specific items in order to protect the health, safety or welfare of the resident of the room or other residents of the building.
- Authorized staff members may remove an item of personal property from a resident room without prior consultation with the owner when it is the judgment of the staff member that the item represents an imminent hazard to property or the resident(s) of that room or the surrounding area. University Housing staff are also authorized to remove from a resident room clearly identifiable University or Housing property not provided as part of the room furnishings. If an item is removed under the above conditions, the resident will be notified of the removal. If the removed item may be legally possessed by the resident, but is in violation of these Residence Hall Policies and Procedures, the Community Living Standards (identified in this electronic document), or the Statement of Student Rights and Responsibilities, it may be claimed by the resident but cannot be retained in the building. If illegal goods are found and confiscated during the authorized room search, the resident may be subject to criminal prosecution and disciplinary action.

#### *Room Search Procedure*

- The resident(s) will be notified if sufficient cause for a room search is determined.
- Searches of resident rooms by University Housing personnel shall only be permitted, except in the case of an emergency, with prior consultation between the Director of University Housing or designee and a Housing Security supervisor. In these instances, a room search will be conducted by no less than two authorized University staff members.
- University Housing is opposed to general room searches, that is, the search of a number of rooms in a given area in the absence of cause to search a specific room. General room searches, except in the case of emergency, will be permitted only after authorization by the Director of University Housing or designee.

d. State and federal law governs the entry into a resident's room by law enforcement officers. Situations which may permit such entry include, but are not limited to, officers in possession of a valid search/arrest warrant, health/safety emergency, or certain circumstances where search warrants are not required (e.g., hot pursuit). Entry under such circumstances may be facilitated by University Housing staff.

#### *Plain View*

University Housing and other University staff are legally obligated to report unlawful acts in “plain view.” If an illegal item (e.g., weapons, drugs) is found in plain view by staff, that item may be confiscated and a subsequent incident report may be prepared, using the item as evidence. Some items may be reported to Security and/or University Police and lead to criminal proceedings.

#### **Room Changes—Resident-Initiated**

All resident-initiated room changes must be authorized in advance by the Community Center or the Housing Information Office. Such changes may take place based on an approved room swap or on an offer from a waitlist. University Housing will not honor informal or different procedures. Individuals may not occupy any space to which they have not been assigned (originally or through room swap, waitlist or other authorized process), even if it appears to be vacant. Residents must ensure that any unassigned space, including furnishings, in their room or suite is in a condition ready for a new occupant at all times.

#### *Room Swap*

Two residents may agree to exchange room assignments at any time, provided the change is properly coordinated (a) through the Housing Information Office (up until the end of the third week in August) or (b) at a Community Center (beginning with residence hall Move-In). Residents cannot do a room swap into a vacant space; the switch must be done with another resident who has a signed contract, and both residents must live in their respective new room. Residents must be fully eligible for the space they are switching into, and switches that result in a change of room type will be billed at the rate of the new room. University Housing does not facilitate room swaps other than by providing a section on its Web site where interested residents can communicate with one another.

No one may pressure a resident to make a room swap, including by making offers of monetary compensation or other incentives or rewards. University Housing will remove any mentions of such offers from the listings and residents who make such offers may have their contract terminated. In addition, room swaps made to circumvent the waitlist process will be null and void.

A swap may be made between a student with a residence hall room and a resident with an apartment in Northwood III on North Campus. As with other swaps, residents are responsible for the terms and rate of their new space.

#### *Fall Term and Winter Term Waitlists*

Information regarding these processes can be found on the Housing website at <http://www.housing.umich.edu/info/changes.html>

Residents are responsible for the terms and rate of their new space.

## **Room Changes—University Housing-Initiated**

### *Vacant Spaces*

University Housing reserves the right to make an administrative room change into a vacant space, independent of the waitlist, when it deems a change necessary.

Residents in a room or suite with a vacant space are required to accept a new roommate who is placed in the space by the Housing Information Office. Refusing to accept a roommate, or impeding University Housing's ability to effect an assignment into a vacant space (e.g., by not keeping the unoccupied space presentable) is a violation of the contract. Unfortunately, advance notice of a new roommate is usually not available. Therefore, residents must ensure that the vacant space and furnishings in their room or suite are in a condition ready for occupancy at all times. Failure to comply with these policies can result in the resident or residents already occupying the room or suite being charged the full rate for the vacant space.

In any contract year, residents in rooms with a vacant space may be provided with the opportunity not to receive a new roommate under the following terms. After all incoming residents who have applied to live in a residence hall have been assigned, University Housing, at its sole discretion, may offer current residents the opportunity to “buy out” an unoccupied space in a double or triple for the remainder of the academic year. Residents can, under this arrangement, pay an additional amount to occupy a double as a single or a triple as a double and ensure that the Housing Information Office will not assign a new roommate to the room.

### *Extenuating Circumstances*

University Housing may require residents to move to other accommodations in University-owned and operated facilities if it is determined by Housing to be in the best interest of the resident and/or other occupants of the housing unit to do so. Efforts will be made to offer comparable accommodations. A move may, however, result in a room and board rate change for which residents are responsible. These room changes will occur within a time frame determined by University Housing.

University Housing has modified, and, in some cases, equipped, some of its residence hall rooms to meet the needs of residents with disabilities. Residents without disabilities may receive an assignment to such a room if there is a lack of need by residents with disabilities. Such an assignment requires that a Contract Addendum be signed. This Addendum stipulates that the resident agrees, upon 15 days written notice from University Housing, to be transferred to another room if the contracted premises are needed for a student with a disability. If such a transfer is made, University Housing agrees to provide a new room assignment that is reasonably equivalent to the initial room, not including any special features designed for the needs of a resident with a disability.

In the event a resident's room or part thereof is destroyed or substantially damaged in an accidental manner so that it is rendered unfit to be inhabited, University Housing will as expeditiously as possible make an assessment of the length of time needed to make necessary repairs. If the room will remain uninhabitable for an excess of 30 days, the resident will have the option of either terminating the contract by giving written notice to University Housing, or relocating to a comparable space, based on availability, in the current or a different residence hall.

## **Room Decorations**

Room and exterior room door decorations and wall hangings may be hung using only no-nail type picture hangers or masking tape. Residents are not permitted to paint or structurally alter their rooms. If there is any question about the permissibility of a decoration, the resident should check with the Coordinator of

Residence Education. For more information, see the *Prohibited Items, Room Alterations, and Safety in Hall Communities*.

### **Room Entry and Room Search**

Room entry and search may be necessary, and the University may exercise its contractual right to conduct either or both under certain specific circumstances. The University recognizes and respects residents' desire for privacy, especially within the context of a group living environment. In its efforts to protect and guarantee this privacy, University Housing has defined and restricted the conditions under which authorized University personnel may enter or search a resident room. The following procedures have been developed as a guide for the staff of University Housing to enable them to perform their duties and to maintain certain standards while at the same time giving due recognition to the rights of privacy which should be accorded to individual residents. The following University and University-affiliated personnel are authorized to enter residents' rooms under the terms described below in letters a through e:

- Area Coordinators, Hall Directors, Housing Security or Department of Public Safety personnel, and full time professional staff members of University Housing;
- Resident Advisors and other resident staff;
- Employees of the University's Department of Occupational Safety and Environmental Health;
- University and non-University personnel contracted to perform maintenance, repair or other services on behalf of University Housing.

Other members of the University staff and/or civil authorities may enter resident rooms under the conditions described in letter a below only when accompanied by a member of the professional or resident staff. In an emergency situation, fire personnel may enter a room unaccompanied.

#### *Room Entry Procedure*

a. When residents make a service request, permission to enter a room when they are not present is assumed. Furthermore, the University reserves the right to enter a resident room to provide maintenance or housekeeping services, to conduct sanitation and safety inspections, or if there exists a clear indication or reasonable cause to believe that there is a gross violation of an established conduct or health and safety standard. Housing employees have the right to enter a resident room in the event of an emergency to protect life, limb or property. Housing employees also have the right to enter a room if they have any reason to believe that an imminent hazard to the property and/or resident(s) exists and to remove or correct any hazard discovered.

b. No room shall be entered without knocking. Entry following the knock shall be preceded by a time lapse of sufficient duration to provide residents with ample opportunity to open the door.

c. When it is necessary for authorized University personnel to enter a room, there shall be, whenever possible, two authorized staff members present. If it is necessary, under the conditions outlined, for authorized University personnel to enter a room when no resident is present, the resident(s) will be notified of the entry and the reason for the entry upon returning to the room. This provision does not apply to housekeeping and maintenance personnel performing routine duties, or to staff conducting a sanitation and safety survey, for which prior notification of residents is required. These surveys traditionally take place at the beginning of Fall Term, during Winter Break and at the end of Winter Term.

d. An emergency situation makes it necessary for an authorized University staff member to enter a resident room to inspect or retrieve specific items in order to protect the health, safety or welfare of the resident of the room or other residents of the building.

e. Authorized staff members may remove an item of personal property from a resident room without prior consultation with the owner when it is the judgment of the staff member that the item represents an imminent hazard to property or the resident(s) of that room or the surrounding area. University Housing staff are also authorized to remove from a resident room clearly identifiable University or Housing property not provided as part of the room furnishings. If an item is removed under the above conditions, the resident will be notified promptly of the removal. If the removed item may be legally possessed by the resident, but is in violation of these Residence Hall Policies and Procedures, the Community Living Standards (identified in this electronic document), or the Statement of Student Rights and Responsibilities, it may be claimed by the resident but not retained in the building. If illegal goods are found and confiscated during the authorized room search, the resident may be subject to criminal prosecution and disciplinary action.

#### *Room Search Procedure*

a. The resident(s) will be notified if sufficient cause for a room search is determined.

b. Searches of resident rooms by University Housing personnel shall only be permitted, except in the case of an emergency, with prior consultation between the Director of University Housing or designee and a Housing Security supervisor. In these instances, a room search will be conducted by no less than two authorized University staff members.

c. University Housing is opposed to general room searches, that is, the search of a number of rooms in a given area in the absence of cause to search a specific room. General room searches, except in the case of emergency, will be permitted only after authorization by the Director of University Housing or designee.

d. State and federal law governs the entry into a resident's room by law enforcement officers. Situations which may permit such entry include, but are not limited to, officers in possession of a valid search/arrest warrant, health/safety emergency, or certain circumstances where search warrants are not required (e.g., hot pursuit). Entry under such circumstances may be facilitated by University Housing staff.

#### *Plain View*

University Housing and other University staff are legally obligated to report unlawful acts in “plain view.” If an illegal item, for example drugs or a weapon, is found in plain view by staff, that item may be confiscated and a subsequent incident report may be prepared, using the item as evidence. Some items may be reported to Security and/or University Police and lead to criminal proceedings.

#### **Smoking**

All areas of all residence halls are designated nonsmoking. Smokers are strongly encouraged to be respectful of nonsmokers who may be allergic and/or who may want to minimize their exposure to the health risks of second-hand smoke. Residents and their guests who smoke must do so at a reasonable distance from residence hall buildings, and particularly away from entrances and windows. They must also dispose of cigarette and cigar butts appropriately in the receptacles provided.

Violations of the smoking policy may be handled under the Housing Student Conflict Resolution Process. (See Community Living Standard 3.10 *Smoking*.)

## **Soliciting in Residence Halls**

*See the complete [General Solicitation Guidelines and Policy](#) for more information.*

In our residence halls we strive to provide an atmosphere conducive to study and academic pursuit, as well as a comfortable, supportive and challenging living environment. Residence hall rooms are to be used solely for residential purposes; residents are not permitted to operate businesses out of their rooms nor to list residence hall room or phone numbers in commercial ads or other business announcements. Since residence halls are restricted-access facilities, solicitation can take place only under specific conditions.

Anyone wishing to solicit in residence halls must complete the [online application](#), and agree to abide by all appropriate University and University Housing regulations while in residence halls. At no time is commercial door-to-door or telephone solicitation permitted within University Housing facilities.

Individual residents or groups of residents may invite a commercial vendor to their room for purposes of a commercial solicitation, product demonstration or similar event. Any solicitation is subject to the Michigan Home Solicitation Sales Act, MCLA 445.111 et seq. With this type of solicitation, sales may not be consummated at the demonstration site or on the assigned date of the event; those interested in making purchases may make appointments with a registered sales representative to do so in their own rooms at a later date. Residents should exercise appropriate prudence in dealing with commercial vendors.

Any representative, group or candidate running for public or student office must seek approval from the Housing Administration Office prior to soliciting in any residence hall. Only elected officials and candidates for public and student office are permitted to go door-to-door in residence halls. Residents who do not wish to be solicited by such individuals have the right to display a “no solicitation” sign on their room doors. At no time may any person slide fliers, leaflets or other promotional items under resident room doors. Students should report any suspicious or unapproved solicitation to the Hall Director.

University Housing reserves the right to restrict activities permitted under these policies (e.g., during student government campaigns) to Monday through Friday. University Housing also reserves the right to bar activity in residence halls by groups that practice or promote harassment or discrimination on the basis of age, color, creed, marital status, race, sex, disability, sexual orientation, gender identity and expression, national origin or ancestry, veteran status or religion.

University Housing does not sell lists of residents' home, residence hall or e-mail addresses. On occasion, Housing may release the information to a University affiliate, such as the Residence Halls Association (RHA), the student government in the residence halls.

Residents and their families may receive solicitations from companies which appear to be affiliated with the University, but in fact are in no way approved, sanctioned, endorsed or sponsored by the University or University Housing. When University Housing itself provides a commercial service, it will be made very clear that it is a Housing service and that Housing is accountable, or that the service operates under an agreement with University Housing. If you have a question about any solicitation, contact [housing@umich.edu](mailto:housing@umich.edu) or visit the [Soliciting and Space Use](#) section of the Housing Web site.

### *Political Activities in Resident Rooms*

Residence hall residents may use their room to engage in political activities as long as the room is not used for political fund-raising.

### *Surveys, Interviews and Focus Groups*

Individuals or organizations wishing to conduct survey and/or research activities in the residence halls must have prior approval from the University's Institutional Review Board (IRB), as well as from the University Housing Research Office.

### **Storage of University and Personal Property**

University Housing provides no storage in the residence halls for residents' personal property.

The only storage University Housing provides for residents in the residence halls is for University-provided bed frames (including all attached hardware and brackets) from rooms where custom-built lofts are permitted. In all halls (except Baits Houses and Fletcher Hall) that permit such lofts, limited storage space is available on a first-come-first-served basis for residents assembling a loft in their room. No other University-provided or personally owned furniture, including any components of Building Block Furniture (see *Furniture and Lofts*), may be stored in the hall by a resident.

Residents may not substitute any mattress for the one provided by University Housing; mattresses provided by Housing in resident rooms are fire- and flame-resistant.

University-provided furniture, except for Building Block Furniture, may be stored off-site by residents until they move out. (No component of Building Block Furniture may be removed from the room.) Furniture may not be left in the corridor, even temporarily. Residents are responsible for the safe return of any University-provided furniture they remove from the room, regardless of the length of time it is removed.

All University-provided furnishings must be in the room in original condition when the residents leave, or the residents will be billed for moving, repair and/or replacement fees. University-provided bed frames that residents have stored in a residence hall storage room must be returned to the room before the residents move out. If residents fail to return the bed frame to their room when they leave, they will be billed for moving costs. Any University Housing furniture that residents have removed from their room for off-site storage (as allowed for above) must also be returned to the room before move-out. If it is not returned, the residents will be billed for replacement and moving costs.

Residents are responsible for removing all personal property from the residence halls when they move out. The University has the right, without liability, to dispose of all personal property left or abandoned in the residence hall rooms and other areas which is not reclaimed within 30 days after the contract expires.

Since University Housing provides storage for abandoned property as a service and without compensation, it is a gratuitous bailee under the law. That is, it does not undertake to exercise other than reasonable care and good faith in maintaining security in storage areas. University Housing assumes no legal responsibility for loss or damage to abandoned items held in designated storage areas except in instances where gross negligence by University Housing staff members can be shown to be the cause of the loss or damage. University Housing and the University disclaim any and all liability, notwithstanding the above, which arises from natural disasters or other circumstances beyond their control.

### *Spring/Summer Term*

No removal or storage of furniture present in residents' rooms at the time of check-in is permitted during the Spring/Summer Term.

## **Substance-Free Rooms**

A substance-free (“sub-free”) room is defined as a room where all roommates and their guests (including those of legal drinking age) agree to keep the room free at all times from substances that have the potential to damage their health or the community. These substances include, but may not be limited to, the following:

- alcohol
- tobacco products (including smokeless)
- illegal drugs and drug paraphernalia
- illegally obtained prescription medications

University Housing supports and encourages the substance-free choice as a way to help residents succeed academically and socially, outside of the alcohol culture too often prevalent on college campuses. We are committed to providing a substance-free room environment for those who have requested it, up to the total number of spaces designated as substance-free for that academic year.

Members of the substance-free community voluntarily choose substance-free housing. This commitment is taken very seriously by University Housing, and violations of the commitment may be handled by the Housing Student Conflict Resolution Process (see Community Living Standard *3.1 Substance Free Areas*).

Substance-free rooms can be identified by a label located on the interior of the residence hall room door.

## **Vacant Spaces**

University Housing reserves the right to make an administrative room change into a vacant space (see *Room Changes*).

## **Vacation and Break Periods**

All residence halls remain open during the Thanksgiving and Spring Break periods. Limited dining service is available in selected halls; most dining halls are closed.

During the University break between Fall Term and Winter Term, all residence halls are completely closed and residents must vacate the premises. Residents with fish tanks must ensure the maintenance of tanks and any fish over the break.

Residents must follow procedures provided by residence hall staff regarding checking out for the break. For more information, see *Checkout*.

Residents from any hall can make a reservation for term break housing, depending on availability, at a reasonable rate. Information about this option and how to make a reservation are posted on the Housing Web site in October.

## **Building a Community through Individual Responsibility: The Statement of Student Rights and Responsibilities and the Community Living Standards**

University Housing is an integral part of the University of Michigan academic community and, in many respects, the greater Ann Arbor community. We are committed to providing an environment conducive to the educational, psychological and social development of our residents. We nurture this environment by encouraging respect for the rights of the individual balanced by the rights and interests of the community as a whole. This is no small task, given the diversity of the population in our residence halls. We expect that all members of the residence hall community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them. The Statement of Student Rights and Responsibilities and the Community Living Standards described in this electronic document have been developed to help promote such behavior and to ensure a civil environment for everyone.

All students at the University of Michigan are obligated to adhere to the Statement of Student Rights and Responsibilities (Statement). The Statement outlines specific behaviors that contradict the values of the entire University community and, consequently, are prohibited. In addition, all residence hall residents and their guests are expected to be familiar with and abide by the Community Living Standards (CLS). The University of Michigan and University Housing believe very strongly that each member of the University Community must take ownership of the Statement of Student Rights and Responsibilities and the Community Living Standards. Supporting and defending these standards means that students must accept them and act in good faith to see that all members of the community adhere to them. Community members are expected to report violations of the Statement and the CLS, whenever and wherever they may occur. Community members must also act in good faith at all times to ensure that they and others are not placed in situations that contradict the spirit or letter of these standards. These standards are not merely guidelines, but rather, constitute part of the legally binding contractual agreement between the resident and the University.

Residents who choose to act in ways that violate the Statement and the CLS will be subject to a conflict resolution process. Residents will also be held responsible for the behavior of their guests. Non-resident students who engage in inappropriate behavior in the residence halls may be referred to the Office of Student Conflict Resolution (OSCR). The conflict resolution process for Community Living Standards is explained in more detail below. The conflict resolution process for Statement violations can be found on the [OSCR Web site](#).

*The complete text of the Statement and the University Policies for Students is available on the [Office of Student Conflict Resolution \(OSCR\) Web site](#). Any question of interpretation regarding the Community Living Standards shall be referred to the Director of University Housing or designee for final determination.*

### **I. Violations of the University Statement of Student Rights and Responsibilities**

The following behaviors contradict the values of the University Community, and are subject to action under the Statement.

- A. Physically harming another person including acts such as killing, assaulting, or battering
- B. Sexually assaulting another person
- C. Sexually harassing another person (as defined in “Definition of Sexual Harassment” in *Policies for Students: University of Michigan* <http://www.studentpolicies.dsa.umich.edu>).
- D. Hazing\*
- E. Stalking or harassing another person

- F. Possessing, using, or storing firearms, explosives, or weapons on University-controlled property or at University events or programs (unless approved by the Department of Public Safety; such approval will be given only in extraordinary circumstances)
- G. Tampering with fire or other safety equipment or setting unauthorized fires
- H. Illegally possessing or using alcohol
- I. Illegally distributing, manufacturing or selling alcohol
- J. Illegally possessing or using drugs
- K. Illegally distributing, manufacturing or selling drugs
- L. Intentionally and falsely reporting bombs, fires, or other emergencies to a University official
- M. Stealing, vandalizing, damaging, destroying, or defacing University property or the property of others
- N. Obstructing or disrupting classes, research projects, or other activities or programs of the University; or obstructing access to University facilities, property, or programs (except for behavior that is protected by the University's policy on *Freedom of Speech and Artistic Expression*)
- O. Making, possessing, or using any falsified University document or record; altering any University document or record, including identification cards and meal cards
- P. Assuming another person's identity or role through deception or without proper authorization. Communicating or acting under the guise, name, identification, email address, signature, or indicia of another person without proper authorization, or communicating under the rubric of an organization, entity, or unit that you do not have the authority to represent
- Q. Failing to leave University-controlled premises when told to do so by a police or security officer with reasonable cause
- R. Conviction, acceptance of responsibility or acceptance of sanctions for a crime or civil infraction (other than a minor traffic offense) in state or federal court if the underlying behavior has a serious impact on the University community
- S. Misusing, failing to comply with, or jeopardizing Statement procedures, sanctions, or mediated agreements, or interfering with participants involved in the resolution process
- T. Violating University computer policies.

\* Some common definitions of hazing currently in use at the University can be found at [www.studentpolicies.dsa.umich.edu/hazingpol.htm](http://www.studentpolicies.dsa.umich.edu/hazingpol.htm). See <http://umich.edu/~nohazing/whatis.html> for more about hazing.

## II. Community Living Standards

The Community Living Standards (CLS), 1.1 through 7.6, are additional expectations that apply to behaviors that violate the values of the residence hall community. All residents are responsible for adhering to and upholding the CLS as well as all tenets of the Statement of Student Rights and Responsibilities.

Under certain circumstances, an incident may involve a violation of both the CLS and the SSRR. In such cases, Residence Education will evaluate the matter to determine the most appropriate venue for resolution. Residence Education will consider filing a complaint with the Office of Student Conflict Resolution for handling under the Statement of Student Rights and Responsibilities for behavior that meets the following criteria:

1. The alleged behavior presents a potential threat of danger to persons or property.
2. The alleged behavior presents potential imminent danger to persons or property.
3. The alleged behavior is of a repetitive nature and the accused student is not responding to local process and/or restorative measures.

4. The alleged behavior involves harassment (racial, sexual or other) and indicates a potential impact on the campus-wide climate.
5. The alleged behavior indicates that the responding student may need to be put on notice that repetition could result in suspension or expulsion.
6. The alleged behavior occurs outside of the residence halls or the responding student is not a member of the residence hall community

## **A. Community Responsibility**

### *1.1 Involvement in Infractions*

Residents should act in good faith to remove themselves from situations that may violate the Community Living Standards and/or the Statement of Student Rights and Responsibilities and to report such violations to resident staff. It is prohibited to facilitate a violation or to remain present while a violation occurs (e.g., stay in a room where alcohol is being consumed against University policy; be a spectator to an act of vandalism in a corridor).

#### *1.2a Failure to Comply with Verbal and/or Written Instructions*

Failure to comply with verbal and written instructions by Housing staff members, when they are working within the appropriate performance of their duties, is prohibited. Written instructions include those directed to an individual student, such as a letter or e-mail message, as well as published instructions and policies in print or online, such as the Policies & Procedures and Community Living Standards in this online document.

#### *1.2b Failure to Present Identification*

Residents are required to present proper University identification to University staff in a cooperative manner when requested.

#### *1.2c Failure to Respond to a Notification*

Failure to make contact with Housing officials or staff, including residence hall staff, when requested to do so multiple times, is a violation. Requests for responses will most likely come in the form of a letter or e-mail message, but may come in the form of a phone call or a voice mail message.

#### *1.2d Failure to Meet*

Failure to maintain an appointment with residence hall staff regarding investigation of alleged violations of the Community Living Standards and/or the Statement of Student Rights and Responsibilities is prohibited. Residents are expected to contact Housing staff and reschedule if a conflict occurs. Failure to meet with staff constitutes an additional violation to the original and will not preclude the continuation of the conflict resolution process.

#### *1.3 Failure to Fulfill a Sanction*

Failure to comply with sanctions imposed by University Housing is prohibited.

#### *1.4 Behavior Toward University Housing Staff*

Abusive, disrespectful and threatening language (written or verbal) and behavior directed toward University staff, including resident staff, is prohibited.

#### *1.5 Supplying False Information*

It is a violation to deliberately supply staff with false or misleading information, when accurate and complete information is needed for an official purpose (e.g., give a false name or use fake identification).

#### *1.6a Stealing*

It is prohibited to take the property of any other person (including other residents, students, visitors or staff) or of the University or University Housing without permission (e.g., hallmates' laundry from laundry room, lounge furnishings). Items that may be removed from a dining hall are limited to food that the diner is in the process of eating; that is, one hand-held serving, such as, an ice cream cone, cookie or one piece of whole fruit. No greater quantity of food or drink may be carried out of a dining hall for the purpose of later consumption unless appropriate permission has been given and no food or drink from a dining hall may be consumed unless it has been paid for.

#### *1.6b Possession of Stolen Items*

The possession of stolen property is prohibited. Stolen property includes furnishings, fixtures and signs that have been removed from lounges, halls, dining halls and other common areas., as well as food, drink or other items (such as equipment, dishes or implements) that have been removed from a residence hall dining hall.

#### *1.7 Property Damage*

Vandalizing, damaging, or defacing University Housing Property or property of others is prohibited.

#### *1.8 Failure to Accept Roommate*

Refusing to accept a roommate or impeding an effort by University Housing to make an assignment to a vacant space is prohibited.

### **B. Safety in Hall Communities**

University Housing is committed to providing housing and facilities that are safe for residents and guests. The following standards are designed to protect the interest of all students.

#### *2.1 Disruptive Behavior*

Behavior that is disruptive to orderly community living is prohibited. In the residence hall communities, this includes, but is not limited to throwing items in the hallways, bouncing balls, engaging in horseplay or creating a health or safety hazard. Riding a bike, skateboarding, rollerblading and other sports are prohibited inside of all residence halls. Possessing or using any motor-driven vehicle inside a residence hall is also prohibited, except for assistive devices utilized by a person with a disability. The use of devices such as laser pointers with the purpose or result of causing irritation, injury or anger is not permitted. Additional prohibited behavior includes, but is not limited to, streaking, nudity and sexual activity in common areas.

#### *2.2 Health and Safety*

The importance of providing a safe, clean and healthy environment for residents is the responsibility of all members of hall communities. Residents are forbidden to possess potentially hazardous materials, to conspire to damage the sanitary and safe environment of the residence halls or to engage in activities that do so. See *Housekeeping* in the Policies & Procedures section.

#### *2.3 Creating an Unsafe Environment*

Any behavior or action that inadvertently causes or could reasonably cause life-threatening physical injury or serious property damage is prohibited. For example, propping open outside doors allows a

potential unauthorized entry, promoting an unsafe living environment, and is prohibited. Tampering with elevator equipment, prying open or propping open elevator doors, jumping up and down in an elevator and elevator surfing (riding on top of an elevator) are unsafe and prohibited. Excessive room occupancy and pranks that create a safety hazard are not permitted. Leaving items in hall corridors is also prohibited. Note: Persons in an elevator stuck between floors or otherwise malfunctioning should wait for directions and assistance from elevator technicians or emergency personnel before attempting to exit.

#### *2.4 Fireworks, Explosives, Weapons, or Dangerous Chemicals*

Transport, possession, manufacture, use, sale or distribution of weapons, fireworks, ammunition, explosives, flammable liquids and all other hazardous materials is not permitted in the residence halls.

#### *2.5 Roofs, Roof Decks, and Ledges*

The presence of individuals or objects on a roof, roof deck or ledge is prohibited at all times. Roof, roof deck and ledge areas are restricted for safety reasons and for the protection of property.

#### *2.6 Window Systems*

Tampering with or removing any window screens, latches, stops or apparatus in any part of a residence hall is prohibited. These devices are needed to safeguard the community from potential hazards, including unauthorized entry and pest entry. Residents found responsible for tampering with any part of a window system will be billed by University Housing for any ensuing repair, replacement or reinstallation costs. Except in an emergency, it is prohibited to enter or leave a residence hall through a window.

#### *2.7 Throwing or Hanging Items from Building or Attaching Items to Outside of Building*

The throwing, dropping, propelling, pouring or hanging of anything from windows, balconies, ledges and landings is strictly prohibited. Nothing may be attached to or hung over any part of the outside of the building.

#### *2.8 Evacuation*

Immediate evacuation when an alarm sounds is mandatory and re-entry into a building before an all-clear signal is prohibited.

#### *2.9 Fire Hazards*

It is prohibited to keep any item, including room decorations, which may pose a fire hazard in a residence hall room. These items include, but are not limited to, lit cigarettes or other lit smoking devices; lit or unlit incense; lit or unlit candles; natural cut trees, branches or greens; halogen lamps; and any open flame source (see *Prohibited Items* and *Celebratory Candles and Incense*).

#### *2.10 Failure to Report a Fire*

Failure to report a fire is in violation of the Community Living Standards.

*2.11 Tampering with Fire Safety Equipment Tampering with any firefighting equipment, including, but not limited to, fire alarms, fire extinguishers, fire hoses, exit lights, smoke detectors, and sprinkler systems, is prohibited.* This would include covering of smoke detectors, unauthorized use of fire extinguishers, or hanging items on sprinkler heads.

### *2.12 Personal Rights and Freedoms*

Actions that infringe generally upon the rights and freedoms of other students are prohibited, regardless of the intention behind the actions. Such actions include, but are not limited to, harassment, intimidation, discrimination, coercion, and threat.

## **C. Alcohol and Other Drugs in Hall Communities**

All University Housing facilities and their residents are required to be in compliance with state and local laws regarding alcoholic beverages. All federal, state and local laws regarding illegal drugs will be strictly enforced. The University of Michigan Alcohol and Other Drugs (AOD) Policy for Students, Faculty, and Staff serves as the overarching document on this topic.

Alcohol is a prominent public health issue requiring a response from universities across the nation. It is the University's and University Housing's goal to educate members of the our community about the health risks associated with the use and abuse of alcohol and other substances, and about the campus and community resources available for counseling and therapy (see Counseling and Related Services). In support of these efforts, University Housing discourages displays that promote an alcohol culture, such as empty beer bottle pyramids, empty liquor bottle room decorations and drinking game tables.

### *3.1 Alcohol Possession*

Unauthorized possession, consumption, or providing of alcohol to others contrary to law or university policy is prohibited.

### *3.2 Drug Possession*

Unauthorized possession, manufacture, distribution, use or being under the influence of illegal drugs or unauthorized controlled substances is prohibited.

### *3.3 Substance-Free Areas*

It is prohibited to have substances such as alcohol, illegal drugs, cigarettes and other smoking and tobacco materials in a substance-free room. Residents who are assigned to a substance-free room may be transferred or have their residence hall contract terminated if they or their guests possess or use such substances in a substance-free room. For more information, see Substance-Free Rooms.

### *3.4 Events and Alcohol*

Advertising that implies or explicitly cites the availability of alcohol (including by advertising a cover or admission charge) at any function or party, private or otherwise, is expressly forbidden. Sale of cups and mixers to be used for alcohol is prohibited anywhere in University residence halls.

### *3.5 Resident Organization Funds*

No funds of a recognized residence hall-based organization or student council unit may be used to purchase any kind of alcoholic beverage. Organizations that violate this regulation may forfeit their privilege to operate in the residence hall. Individual persons will also be held responsible for violations of

the Community Living Standards.

### *3.6 Guests and Alcohol*

Residents under 21 years of age may not have a guest with alcohol in their room, regardless of the age of the guest.

### *3.7 Residents Over the Age of 21*

No person of any age may possess open containers or consume alcoholic beverages in public areas of the residence halls, including hallways, dining rooms, concourses, lobbies, lounges, recreation or TV rooms, retail dining locations, stairwells, offices, or bathrooms.

Residents who are 21 years of age or older may bring small amounts of alcohol for personal consumption into the residence hall room to which they have been assigned, provided the room is not designated substance-free. Alcohol may not be used anywhere else in the residence halls. Residents who choose to use alcohol legally are expected to do so in a responsible manner, including, but not limited to, not distributing alcohol to minors. Irresponsible and inappropriate behavior, where alcohol is a contributing factor, will not be tolerated. Intoxication is never an excuse for misconduct or infringing upon the rights of others.

It is the intent of University Housing to encourage individual, responsible decision-making regarding alcohol by stressing moderation, safety and individual accountability for those who choose to drink legally, and fostering an atmosphere free of coercion for those who choose not to use alcohol.

It is important to note that if a resident over the age of 21 has a roommate that is underage, they may still have alcohol for personal consumption however, they should be aware that providing alcohol to an underage resident would constitute additional violations.

### *3.8 Common Sources of Alcohol*

Kegs or other common sources of alcohol are not permitted in residence halls, even when residents are over the age of 21.

### *3.9 Prescription Drugs*

Prescription drugs must be taken by patients only for the intended use and in the prescribed manner as directed by their doctor.

### *3.10 Inhalants*

All chemicals, substances or other products that have mood-altering capabilities are prohibited except for their singularly and legally intended use.

### *3.11 Drug Paraphernalia*

Possession of drug-related paraphernalia (e.g., bong, roach clip, hookah/water pipe, hash-style pipe) is prohibited.

### *3.12 Smoking*

All buildings at the University of Michigan are smoke-free, including residence halls. All individual resident rooms; restricted areas; and common areas, such as hallways, lounges, lobbies, stairwells, elevators; bathrooms; dining rooms and retail dining locations, are smoke-free environments. All

residents and guests are expected to observe the no-smoking regulation.

Smokers are strongly encouraged to be respectful of nonsmokers who may be allergic and/or who may want to minimize their exposure to the health risks of second-hand smoke. Residents and their guests who smoke must do so at a reasonable distance from residence hall buildings (particularly away from entrances and windows) and respect requests from occupants of the building or people entering or exiting to stop smoking. They must also dispose of cigarette and cigar butts appropriately in the receptacles provided.

Littering with smoking materials, such as cigar or cigarette butts, is unacceptable. See *Smoking* in the *Policies & Procedures* section.

## **D. Gambling**

### *4.1 Gambling*

Gambling not in accordance with federal, state and local laws; University policies and University Housing policies for space utilization is prohibited. The exchange of money, property or services in any gambling is prohibited.

## **E. Noise and Quiet Hours**

In the spirit of courtesy and in light of the academic nature of our institution, the need and/or desire for a quiet atmosphere takes precedence. In any situation involving differences of opinion regarding quiet and courtesy hours, all parties involved are expected to demonstrate understanding and civility toward one another and attempt to resolve conflicts among themselves prior to involving the resident staff. Non-quiet hour periods do not necessarily mean “noisy” periods. Courtesy is expected 24 hours a day. Residents are expected to occupy all parts of the residence halls in a quiet, peaceful and lawful manner that does not interfere with the enjoyment and use of the premises by other residents.

### *5.1a Noise in Residence Hall Rooms and Common Areas*

Noise and activities that disrupt study, sleep and “quiet hours” (as described below) are prohibited in the residence halls. During quiet hours, residence halls should be free from excessive noise. Residents participating in noise producing activities, such as conversation, listening to music or watching television, are expected to keep their room doors closed. Sounds from these and any activities should not be audible outside the room. Any noise made in lounges or other common areas of the residence halls should not be audible inside resident rooms that have their doors closed. Housing staff may request residents to cease an activity in order to limit noise that could adversely affect the community.

Quiet hours in residence halls generally are:

Sunday–Thursday, 11 pm–8 am

Friday–Saturday, 12 am–9 am

Some individual halls may have different quiet hours. Residents should consult the Resident Advisor and heed all posted quiet hours in the specific hall.

### *5.1b Extended Quiet Hours*

During study days and final exam periods, extended quiet hours are in effect, according to individual hall needs, as determined by the Hall Director.

### *5.2 Musical Instruments*

Musical instruments (traditional instruments as well as computer-assisted music systems) may be used in residence hall rooms (with the consent of all roommates) during posted non-quiet hours as described in 5.1. Courtesy is expected 24 hours a day. Practice rooms or designated lounges may be available at the discretion of Hall Director. Specific hall regulations regarding use, reservations and hours for piano playing should be respected at all times.

## **F. University Services and Property**

### *6.1 Cable Television*

There are television sets that provide cable television in some residence hall lounges. All resident rooms are also wired to receive cable at an additional per resident subscription fee. It is a violation of city, state and federal statutes, as well as of these Community Living Standards, to tamper with cable equipment, line connections or hook-up in resident rooms, corridor equipment closets or building equipment closets.

### *6.2 Room Access*

Unauthorized use, possession or duplication of residence hall keys or keycards is strictly prohibited. No locks, bolts, chains or other locking devices, besides those installed by University Housing, may be attached to room. (See also *Keys/Keycards and Mcards* in Policies & Procedures.)

## **G. Guest Policies and Unauthorized Entry**

These regulations apply to the residents of all residence hall rooms, regardless of room type. Some individual halls may have additional guidelines. Residents should consult the Resident Advisor and heed all posted guidelines and policies.

### *7.1 Visitation Hours*

Residents and their guests are required to conform to visitation guidelines and policies established in the residence hall where they live or are visiting.

Overnight guests are allowed only with the consent of other roommates, and are restricted to a maximum three-day stay at any one time, and no more than a total of six nights of overnight stays per month.

Overnight guests are not permitted, regardless of roommate consent, during orientation week, final exam periods or the weekend preceding final exams.

### *7.2 Guests and Behavior*

Guests are defined as family members, friends or other persons related to or affiliated in any way with the resident. Residents are responsible for the behavior of their guests and must inform them of University Housing policies. Residents are not permitted to host any individual who has an active trespass restriction prohibiting entry into the residence hall(s).

### *7.3 Guests and Roommate Rights*

It is expected that roommates discuss their preferences with respect to all visitation in the room. Visitation of one roommate should not infringe on the rights of other roommates.

Resident rooms are to be occupied only by those assigned to the room by Housing and are not to be

occupied by or loaned to other residents or non-residents. (For example, four residents cannot, even voluntarily, use one double room for a living room and another double room for sleeping.)

*Note: Cots may be available for temporary use. Check with the Community Center.*

#### *7.4 Escorting Guests*

Guests must be escorted (e.g., to and from restrooms and lounges) by host residents while in the building between the hours of 9 pm and 8 am. Child visitation is permitted provided that guest policies are followed as outlined in 7.2 and 7.3 and that children, defined as under the age of 16, are not left unattended or unsupervised. *The escort policy hours may subject to change based on the policy established by the Residence Hall.*

#### *7.5 Guest Use of Restrooms and Lounges*

Many residence halls have at least one gender-neutral restroom. Otherwise, common restroom/bathroom facilities in residence halls are designated either for men or for women. Individuals may only use bathrooms in the residence halls that are designated for their gender.

Guests are permitted to use residence hall floor lounges only while accompanied by their resident host. The use of lounges for overnight guest accommodations is permitted only with written approval of the Hall Director.

#### *7.6 Unauthorized Entry*

Unauthorized entry into any Housing property, including restricted access areas of residence halls, is strictly prohibited. These areas include, but are not limited to, any place that is officially closed, restricted only to designated persons (including other resident rooms), or where the safety and welfare of residents could be endangered.

### **Involvement in the Housing Student Conduct Resolution Process**

#### **Residents**

Residents contribute to the Housing Student Conflict Resolution Process first by adhering to University and University Housing policies and standards so that conflicts can be avoided. In some cases, this will involve helping other community members understand the policies and standards so as not to violate them. However, residents should be prepared to report violations of the policies and standards when they do occur, and to take responsibility for their own actions. They should cooperate with University Housing and other staff in the resolution of any conflicts, whether in a formal or informal manner. Residents should feel free to ask staff for clarification of any part of the process.

#### **Associate Directors of Residence Education**

An Associate Director (AD) can act as the arbitration officer in cases where a violation of the Community Living Standards is charged. An Associate Director may also meet with a resident who wishes to appeal the decision of a Hall Director or Area Coordinator in the HSCR Process, according to the policies and procedures described under *VII. Formal Appeal*. The Associate Directors work closely with the Area Coordinators and the staff of the Office of Student Conflict Resolution.

#### **Assistant Director for Student Conduct and Conflict Resolution (ADSCCR)**

The Assistant Director for Student Conduct and Conflict Resolution is responsible for the overall logistical management and tracking of HSCR cases, including maintenance of the HSCR Process database. The ADSCCR may also act as an arbitration officer for residents who request an alternative arbitration officer. In addition, the ADSCCR is a liaison between the University Housing and the Office of Student Conflict Resolution (OSCR).

### **Area Coordinators**

An Area Coordinator (AC) is responsible for an area of two to five residence halls. Area Coordinators may arbitrate cases from that area through the HSCR Process, including assigning charges for violations of the *Community Living Standards* and making decisions about assigning responsibility. The Area Coordinators work closely with the Hall Directors and the staff of the Office of Student Conduct Resolution (OSCR).

### **Community Circle Facilitator**

Community Circle Facilitators are students who have been trained to facilitate the dialogue for Community Circles. They will act as neutral facilitators who will assist the respondents and affected parties in resolving their conflict with an end goal of creating a community restoration plan which if successful will repair the harm that occurred within the community.

### **Hall Directors**

A Hall Director (HD) is the first and most frequent arbiter in the HSCR Process. Hall Directors process information reports, determine possible violations of the *Community Living Standards*, assign charges, conduct arbitrations and make decisions about assigning responsibility for violations.

### **Community Center Managers**

A Community Center Manager (CCM) may file information reports and may participate in conflict resolution processes as an impacted party. It is likely that they will participate in any incidents impacting the community center directly.

### **Resident Staff**

Resident staff members are all current resident students (Resident Advisors, Academic Peer Advisors, Minority Peer Advisors, Minority Peer Advisor Assistants, Community Assistants and other specialty staff members). They are frequently the first link by which residents are referred to the HSCR Process and have three primary roles and responsibilities in this process:

- to recognize potential infractions of the *Statement of Student Rights and Responsibilities* or the *Community Living Standards*;
- to document and describe situations that may violate the *Statement of Student Rights and Responsibilities* or the *Community Living Standards*;
- to report potential violations to the Hall Director and participate in the process if requested by the Hall Director.

Resident staff members are neither trained nor authorized to assign responsibility for potential violations. They work with individuals on their floor or wing to restore and maintain a sense of community following resident involvement in the HSCR Process. Residents who become involved in the HSCR Process should know that resident staff members can be called as witnesses or impacted parties.

### **Public Safety Officers**

Housing Security Public Safety Officers are assigned to each residence hall and are very familiar with the residents of that community. Like resident staff, Public Safety Officers may refer students to the conflict resolution system in identifying potential violations of the *Statement of Student Rights and Responsibilities* or the *Community Living Standards*. Where warranted, a Public Safety Officer may contact the University of Michigan Police.

### **Network Administrators (ResComp)**

University Housing Network Administrators monitor the proper functioning of the Residential Computing (ResComp) network. They respond to networking problems and actions that appear to violate the Residential Networking Conditions of Use or University computing policies. Network Administrators work to notify residents of such issues and alleged violations. They may suspend a resident's network connections pending resolution of the problem. Sanctions and educational interventions can be found on the ResComp Web site. Unresolved issues may be referred to the HSCR Process.

### **University of Michigan Police Officers**

University of Michigan police officers will occasionally respond to complaints of potential violations of the *Statement of Student Rights and Responsibilities* or the *Community Living Standards*, particularly when called in by other residents, resident staff or Public Safety Officers. In serious situations when local, state or federal laws are violated, University of Michigan police may take custody of a student/resident or cite that individual with a violation. In some cases, police may simply refer students to the Hall Director, or to on-duty Resident Staff, who will then complete an information report for the Hall Director.

### **Office of Student Conflict Resolution**

The mission of the Office of Student Conflict Resolution is to Build Trust, Promote Justice and Teach Peace within the University of Michigan Community. As part of this mission, OSCR helps Michigan students learn how to manage and resolve conflicts peacefully. OSCR's services are community-owned, student driven and grounded in the following eight campus core values listed in the Statement of Student Rights and Responsibilities: civility, dignity, diversity, education, equality, freedom, honesty and safety.

Conflict Resolution at the University of Michigan is centered on the guiding principle that the campus climate should be just and safe for all students. OSCR seeks to provide access to services for all members the University community by providing a menu of several resolution options for disputants involved in a conflict. Parties may elect to use a formal or alternative resolution process. In formal conflict resolution, cases may be resolved by an agreement between the parties. If parties are unable to agree, the case may proceed to arbitration. In the alternative resolution pathway, parties may use social justice mediation, restorative justice conferencing, facilitated dialogue or other methods to resolve their issue. Both conflict

resolution pathways, whether formal or alternative, are educationally focused. For a complete description of available resolution processes at OSCR go to: [www.http://www.oscr.umich.edu/](http://www.oscr.umich.edu/)

## **Housing Student Conflict Resolution Process**

Even with the guidance of the Statement of Student Rights and Responsibilities (Statement) and the Community Living Standards (CLS) in place, conflicts will occur in the residence hall community. Though challenging, these conflicts present an opportunity to advance University Housing's mission to create and sustain learning-centered residential communities. The special environment of residence halls allows the community to take advantage of this opportunity through an approach known as restorative justice.

**Restorative Justice (RJ)** represents a philosophy and a process that acknowledges that when a person does harm, it affects the person(s) they hurt, the community and themselves. When using restorative justice measures, an attempt is made to repair the harm caused by one person to another and to the community so that order is restored for everyone<sup>1</sup>.

**The Housing Student Conflict Resolution (HSCR) Process** has been developed with this philosophy in mind. The process strives to resolve conflicts in the residence halls by promoting understanding and appreciation of the community standards, encouraging residents to take responsibility for their own actions, and engaging all the affected community members in the resolution. With the participation of community members, a resident who has violated the standards is helped to identify the harm caused to the community, find a way to “make it right” and make better choices in the future. In accomplishing these goals, the resident can be reintegrated into a restored community.

Arbitrations, community circles, group discussions and appeals conducted as part of the HSCR Process are not courts of law, but forums for education. Therefore, it is inappropriate to apply many of the rules of civil or criminal hearings. However, a resident in violation of not only the CLS, but of the law as well, will also be accountable to both legal authorities and the University. The HSCR Process and University processes will normally proceed notwithstanding any civil or criminal hearing.

The HSCR Process uses a preponderance of evidence as the standard of proof.

It should be noted that University Housing recognizes that each situation is unique, and conflicts will be handled on a case-by-case basis.

*For more information about the HSCR Process, please contact [HSCRProcess@umich.edu](mailto:HSCRProcess@umich.edu).*

### **I. Documentation of Possible Violation(s)**

When possible violations of the Statement of Student Rights and Responsibilities (Statement) or the Community Living Standards (CLS) are observed, they are generally documented by residents, staff members and/or Housing Security/DPS officers. The information report is submitted to the office of the Hall Director.

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<sup>1</sup> Warters, B., Sebok, T. and Goldblum, A. (2000, January/February). Making things right: restorative justice comes to campuses. *Conflict Management in Higher Education Report*, 1(1). [http://www.campusadr.org/CMHER/ReportArticles/Edition1\\_1/Restorative1\\_1.html](http://www.campusadr.org/CMHER/ReportArticles/Edition1_1/Restorative1_1.html) (8 April 2003).

## **II. Review of Incident and Initial Decision Regarding Where and How Case Will Be Handled**

The resident's Area Coordinator (AC) or Hall Director (HD) reviews the report and decides how the case will be handled. (Residents will always be referred to their own AC or HD, regardless of where the report originated.) The AC or HD may decide to dismiss the case without further action, to direct the case further through the Housing Student Conflict Resolution Process or to refer the case to the Office of Student Conflict Resolution (OSCR). The following is the criteria that Residence Education will use when considering whether to refer a case to the Office of Student Conflict Resolution:

1. The alleged behavior presents a potential threat of danger to persons or property.
2. The alleged behavior presents potential imminent danger to persons or property.
3. The alleged behavior is of a repetitive nature and the accused student is not responding to local process and/or restorative measures.
4. The alleged behavior involves harassment (racial, sexual or other) and indicates a potential impact on the campus-wide climate.
5. The alleged behavior indicates that the responding student may need to be put on notice that repetition could result in suspension or expulsion.
6. The alleged behavior occurs outside of the residence halls or the responding student is not a member of the residence hall community.

When appropriate, an alternative dispute resolution (ADR) may be offered as the first and fairest method to resolve many situations. Structured dialoguing, conflict coaching and community response may be used as the ADR process, but mediation is the most common. Mediation is an interactive problem-solving process in which an impartial person facilitates communication between parties to promote reconciliation, settlement or understanding among them. A successfully fulfilled ADR process will typically result in a written agreement, which will become a binding portion of the housing contract for those involved. It will also likely eliminate the need for further action within the HSCR Process.

### **Unresolved Incidents at End of Term**

Incidents that result in alleged violations must be addressed before residents depart from Housing at the end of any term. Residents who fail to respond to outstanding residence hall conflicts may be denied the opportunity to return to the residence halls for the next term. Residents involved in such incidents, and who are not planning to return to the residence halls, may have their cases referred to the Office of Student Conflict Resolution.

Violations allegedly committed by non-residents who are University of Michigan students may also result in a referral to OSCR.

### **Emergency Removal**

In the case that the Associate Director of Residence Education or designee determines that a resident's actions indicate that the resident's continued presence in the residence halls poses an imminent danger to persons or property, the Associate Director or designee may take emergency action by serving the student with a notice to vacate the building immediately and not return, pending further investigation and arbitration. University Housing reserves the right to change the locking devices on resident room doors and/or residence hall outer doors in order to enforce this action. Within 24 hours after such emergency removal is imposed, the resident shall be given an opportunity to meet with the Associate Director or designee. At such time, the resident may make a statement and present information related to the alleged violation. If the emergency removal is continued, the case will be referred to OSCR and the resident will be entitled to meet with a Resolution Coordinator from OSCR for further information about how the

process will continue. Every effort will be made to have that meeting occur within seven calendar days or as soon as possible after the accused resident is prepared to participate.

### **III. Resident is notified of the Information Report and of the Initial Decision Regarding Handling**

The resident will be notified of the nature of the information report and the disposition of the situation (recommended for mediation, retained in the housing or referred to OSCR). Every effort will be made to notify the resident within 10 working days of receipt of the report. The resident will be requested to meet at a specific time and place with the appropriate staff member regarding the alleged violations. The request may come in any of a variety of forms, including e-mail, a phone call or a letter. Failure to respond to the request does not stop the conflict resolution process from going forward. The case will be resolved in the resident's absence if there is no response to the request.

Should the resident have a concern regarding the fairness of the arbitration officer, a request for a new arbitration officer may be made within 24 hours of receiving the request for a meeting described above. The request for a change of arbitration officer should be directed to [HSCRProcess@umich.edu](mailto:HSCRProcess@umich.edu) and should include the rationale for requesting the change.

The resident will receive information explaining the Housing Student Conflict Resolution Process and resident's rights and responsibilities within the process:

#### **Resident's Rights in Housing Student Conflict Resolution Process**

The resident's rights under the process include, but are not limited to, the following:

1. The right to be informed in writing of the charges, in time, and with enough detail, to ensure the resident the opportunity to adequately prepare for the arbitration;
2. The right to decline to participate in the arbitration. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the arbitration will continue;
3. The right to decline appearance at the arbitration. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the arbitration will continue;
4. The right to present information on the resident's own behalf;
5. The right to request information from any member of the residence hall community who has direct knowledge of the incident, unless the Associate Director determines that the information would be irrelevant, immaterial or redundant, or would violate legal privilege;
6. The right to see all information presented and to question all people who appear before an administrative arbitration officer;
7. The right to be counseled by an advisor who will be permitted to attend, but not allowed to participate;
8. The right to challenge the objectivity of the administrative arbitration officer;
9. The right to receive a timely written decision;
10. The right to an appeal.

#### **Resident's Responsibilities in Housing Student Conflict Resolution Process**

It is the resident's responsibility to respect the process. The following are considered actions that misuse the process and can be considered additional violations of the CLS:

1. Falsifying or misrepresenting information during the arbitration;

2. Disruption or interference with the orderly conduct of the arbitration;
3. Making a false accusation;
4. Attempting to influence the impartiality of a member of an arbitration body prior to and/or during the course of the arbitration;
5. Harassment and/or intimidation of a complainant, a member of an arbitration body or of a witness prior to, during and/or after an arbitration process;
6. Influencing or attempting to influence another person to present false information or file a false complaint.

#### **IV. Interview with Staff Member to Discuss the Situation**

If the case is retained in the hall, the Area Coordinator or a Hall Director will conduct an interview with the resident or residents involved. If the case has been referred, the Assistant Director for Student Conduct and Conflict Resolution (ADSCCR) will meet with the resident or residents. In addition, other people with relevant information may be interviewed as necessary.

##### ***Contents of Interview***

The Housing interview should include the following:

1. Written notification to the resident of the nature of the information report regarding the possible violation(s);
2. Review of the resident's rights and responsibilities in the Housing Student Conflict Resolution Process;
3. Review of the standard(s) directly related to the possible violation(s);
4. An opportunity for the resident to respond to the report;
5. Review of the Housing Student Conflict Resolution Process.

The resident will have the opportunity to ask questions, respond to the report of the possible violation(s) and give the interviewer additional information and insight. From the interview and from other sources of information, the interviewer will determine if the situation should be recommended for community circle or continue as an arbitration.

##### **Outcomes of Interview**

The possible outcomes of the interview include case dismissed, community circle and arbitrated resolution.

##### ***Case Dismissed***

If the interviewer determines that it is not likely that a violation has occurred, the accused resident and the complainant, as appropriate, will be notified that the complaint has been dismissed.

##### ***Community Circle***

If the resident accepts responsibility, the interviewer may determine that it is appropriate to refer the resident to a community circle rather than issuing a sanction. A community circle is a type of alternative dispute resolution that brings the resident together with all the other affected parties to talk about the incident: the resident acknowledges responsibility and talks about how the incident unfolded and the other parties explain the impact on the community. Together, the resident and other parties develop an agreement that reflects ways the resident can repair the harm done and achieve restored status within the community. The resident is responsible for carrying out the agreement and failure to do so will result in the case being referred back to the arbitration officer for sanctioning. If the resident completes the community circle and fulfills the agreement successfully, the resident's name will not appear in a conduct record. The information about the case will be kept for statistical purposes only.

##### ***Arbitrated Resolution***

The preliminary interviewer may determine from the interview and other information that a violation has more likely than not occurred. In this case, the resident may agree or disagree about personal responsibility for the violation.

## **V. Arbitration**

If the case is not dismissed or sent for community circle after the interview (*IV. Interview with Staff Member to Discuss the Situation*), it will go to arbitration. Arbitration is an informal meeting with an arbitration officer (usually a Hall Director or Area Coordinator), in which the resident will have the opportunity to discuss the case, accept or deny responsibility for the violation(s) and participate in reaching a solution to the situation. Based on the arbitration, and after reviewing the available information and meeting with involved persons, the arbitration officer can make a finding regarding responsibility and assign restorative measures if the resident is found responsible. Findings and restorative measures are explained in *VI. Outcomes of Arbitration*.

Every effort will be made to schedule arbitration between 2 and 10 working days after the initial interview (*IV. Interview with Staff Member to Discuss the Situation*), but the resident may choose to have the interview proceed directly to the arbitration in one sitting.

## **VI. Outcomes of Arbitration**

Arbitration is conducted to determine if the resident has violated the CLS or the Statement, and if so, to issue a sanction appropriate for the violation.

### *Finding*

After review of the available pertinent information, and meeting with the resident and any other involved persons, the interviewer or arbitration officer will decide to dismiss the case, find the resident not responsible for violation of the CLS or the Statement, or find the resident responsible for violation of the CLS or the Statement. If the resident is found responsible for violation of the CLS or the Statement, a sanction commensurate with the violation may be issued. The resident will be provided with the finding(s) and sanction(s), if any, in writing.

### *Restorative Measures*

If a resident is found responsible through the Housing Student Conflict Resolution Process for violating the CLS or the Statement, restorative measures may be issued. The restorative measures are determined during and after the resident's meetings and conversations with the Area Coordinator, Hall Director, other interviewer or administrative arbitration officer. The restorative measures are meant to be educational, and to provide the resident with the opportunity to repair harm to the affected community. Restorative measures are geared toward helping the resident understand the consequences of the behavior in question, and to assist the resident in making more responsible decisions in the future. Given the individual nature of each situation, sanctions are assigned on a case-by-case basis. Repeated violations may result in progressive outcomes.

Possible restorative measures include, but are not limited to, those listed below or a combination thereof:

#### *1. Warning*

A warning advises the resident that the behavior exhibited was unacceptable and that future behavior that violates the CLS or the Statement may result in further action.

#### *2. Behavioral Contract*

A written agreement that gives the resident an opportunity to correct or change inappropriate behavior by meeting certain conditions for a specified period of time. The behavioral contract becomes a binding portion of the resident's contract. Failure to fulfill the agreement may result in further measures.

### *3. Community Restoration Plan*

An opportunity for the resident to create a written action plan for repairing the harm done to individuals and the community, thus restoring the resident's status within the community.

### *4. Educational/Community Service Time*

An educational or community service assignment that is to be completed within a specified period of time. The assignment will be designed to provide an opportunity for the resident to become better educated on a topic related to the behavior which violated the CLS, to better understand the harm that that behavior caused the residence hall community, and/or to provide a service beneficial to the community.

### *5. Restitution*

Repayment for actual loss in the case of property damage, theft or lost revenue.

### *6. Removal of Prohibited Items*

An instruction to remove items that are listed as prohibited according to this document. Failure to do so will result in further action. (See *Electrical Devices* and *Prohibited Items*.)

### *7. Residence Hall Probation*

Probationary status whereby any further violations during a specified period of time may result in termination of the residence hall contract. During residence hall probation, the resident is expected to maintain model behavior.

### *8. Restriction of Privileges*

Limitation of the resident's options (e.g., participation in hall activities or use of services) or withholding of services (e.g., computer network or cable services), in a way related to the specific violations of the CLS or the Statement.

### *9. Prohibition of Entry into University Housing Facilities*

Residents, guests or others who violate University Housing and/or University regulations may be prohibited from entering University of Michigan owned and operated housing units in the future. In the event that a trespass restriction is issued, the violator becomes ineligible to return to the residence hall even as the guest of a resident. Violation of this restriction may subject the violator to the provisions of the Michigan Trespass Statute.

### *10. Residence Hall Transfer*

Relocation to a different room or Housing facility, in order to remove the resident from the environment that facilitates or allows the unacceptable behavior. This removal is for the benefit of both the resident and the community.

### *11. Termination of Residence Hall Contract*

If a resident has violated the standards and values of the residence hall community to the extent of no longer being able to be a successful member of that community, the residence hall contract will be terminated.

In such a situation, the University shall have the right to re-enter and take possession of the premises with the resident remaining liable for room and board payments for the full term of the contract and for any additional damages, subject to the University's duty to minimize losses. Residents who have had their

contract terminated as a result of the Housing Student Conflict Resolution Process may be held responsible for any or all fees and other costs incurred by the University.

*Note: University Housing reserves the right to change the locking devices on residence room doors and/or residence hall outer doors in order to enforce a sanction of restriction of privileges, prohibition of entry into University Housing, residence hall transfer or termination of residence hall contract.*

University Housing reserves the right to file a complaint under the Statement against a resident who moves out of the residence hall system before the completion of the HSCR Process, including fulfillment of any sanctions (see *Unresolved Incidents at End of Term*).

## **VII. Formal Appeal**

### *How to Appeal a Decision*

If the accused resident or the complainant disputes the finding(s) or sanction(s) resulting from the Housing Student Conflict Resolution process, the decision may be appealed. Appeals are heard by an Associate Director, Area Coordinator or designee. They must be submitted in writing to the Assistant Director for Student Conduct and Conflict Resolution within five business days after the receipt of the decision from the administrative arbitration officer. If an extension is requested before the expiration of the allotted time, this deadline may be extended at the discretion of the Assistant Director for Student Conduct and Conflict Resolution. The appeal statement should specify the grounds for the appeal. The response to an appeal will be based only on an interview with the resident and/or complainant, review of the records of the case, review of the arbitration (if applicable), and/or review of any new evidence that was not reasonably available at the time of the arbitration. Residents must write and submit an appeal on their own behalf.

Generally, sanctions will not be enforced until a decision has been made regarding an appeal. However, situations involving behavior that is disruptive to the community or that poses a threat to safety of the resident or others may dictate that a sanction, including contract termination, be enforced immediately, regardless of the appeal status.

### *Grounds for Appeal*

Grounds for filing an appeal are limited to the following:

1. A procedural error has resulted in violation of the resident's rights as defined in this policy;
2. The decision is clearly not supported by the information presented at the arbitration;
3. The restorative measure was not appropriate for the violation;
4. Significant and relevant new information is available that was not reasonably available at the time of the arbitration.

### *Response to Appeal*

The Associate Director of Residence Education or designee will make every effort to return a decision within 10 business days of receiving a written appeal. Response to the appeal is limited to the following:

1. Affirming the original decision concerning the violation(s) of the CLS or the Statement;
2. Affirming the original decision concerning the restorative measures(s) issued;
3. Reversing the original decision concerning the violation of the policy and directing that the complaint be dismissed;
4. Reversing the original decision concerning the violation of the policy and directing that a new arbitration be held before a new arbitration body;
5. Changing the original decision concerning the restorative measure, and imposing a different restorative measure not greater than the restorative measure set by the administrative arbitration officer.

6. Adding to, changing or retracting the original alleged violation(s) and decision, and modifying any restorative measure(s) accordingly.

The decision of the Associate Director of Residence Education or designee regarding the appeal is final.

### **Records**

Records about actions resulting from the Housing Student Conflict Resolution Process will be maintained by the Assistant Director for Student Conduct and Conflict Resolution in Residence Education.

Confidentiality of the records will be maintained to the extent required by law, including the federal Family Educational Rights and Privacy Act [FERPA]. See the [OSCR Web site](#) for more information.

University Housing will periodically compile and release statistical data on the administration of Housing rules and regulations. However, data released will not reveal the identity of individuals involved. It is important to note that housing student conduct records are maintained for 6 years following the incident.

### **Revisions**

These procedures will be reviewed in concert with the Residence Halls Association (RHA) and other residents, and are subject to revision as deemed necessary or due to changes in the law.

### **Interpretation**

Any question or interpretation regarding the Housing Student Conflict Resolution Process shall be referred to the Director of University Housing or designee for final determination.

### **Legal Proceedings**

Arbitration or appeals conducted as a part of this process are not courts of law and are not subject to many of the rules of civil or criminal hearings. But, because some of the violations of the Statement or CLS are also violations of law, residents may be accountable to both civil authorities and to either University Housing or the University for their actions. The HSCR Process, and University processes, will normally proceed notwithstanding any civil or criminal proceeding.

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