

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

COMMUNITY LIVING STANDARDS 2024 – 2025

(FORMALLY KNOWN AS RESIDENTIAL LIVING POLICY AND PROCEDURE MANUAL)

Dear Golden Ram,

This document represents our collective commitment to fostering a positive, respectful, and inclusive living environment within our residence halls. As you settle into your new home, these standards will serve as a cornerstone for how we live, interact, and support one another throughout the year. We are committed to creating a caring, vibrant, student-centered experience for our entire community.

Living in a residence hall is a unique experience, offering both the opportunity to form meaningful connections and the responsibility to contribute to a safe and healthy community. Our Community Standards are designed to ensure that everyone feels safe, valued, and heard. They outline the expectations we have for each other and provide a framework for resolving conflicts and addressing concerns in a constructive manner.

In these pages, you will find guidelines that reflect our shared values of respect, integrity, and accountability. These standards are not just rules; they are the foundation of the positive living environment we aim to create together as we strive to create a caring, vibrant, student-centered community. They are intended to help you navigate your residence hall experience with clarity and confidence, and to support you in making the most of your time in our residence halls at WCU.

As you engage with your fellow Golden Rams and participate in life in the halls, remember that we are all part of a larger community, each with our own unique perspectives and contributions. By adhering to these standards and supporting each other, we can build a residence hall experience that is enriching, inclusive, and respectful for everyone.

Thank you for your commitment to upholding these Community Standards. We are excited to have you as part of our community and look forward to a year of growth, collaboration, and shared success.

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

My Ram Best,

Leah K. Tobin, Ph.D.

Leah & Form

Director of Residence Life & Housing

IMPORTANT TERMS & DEFINITIONS

For the purposes of the Community Living Standards document the following terms are defined:

Resident – A person who has signed a lease or living agreement to live in either WCU managed or WCU Affiliated Housing with the expectation that they be actively enrolled in classes at WCU or its affiliate institutions

Resident Assistant – Also known as RA, a Resident Assistant is a student staff member who resides in the residence hall and serves as a peer leader, mentor, and resource for fellow students living in the residence hall. The primary role of a Resident Assistant is to cultivate a positive living and learning environment, promote community engagement, and support the well-being of residents within the residential community. This includes promoting health, safety, and wellbeing of all residents and making sure that policies are not violated.

Desk Assistant – Also known as a DA, will sit at the main desk at each residence hall and serve as a mentor and resource for students who need to know about the university. Desk Attendants also manage packages for the residence halls, help residents check out items (such as moving carts or kitchen utensils), and help enforce the guest policies, while they are at the desk.

Graduate Hall Coordinator – Also known as GHC.

Residence Hall Coordinator – Also known as a RHC, is responsible for managing the RA and DA staff of an entire building on campus. They are a full-time live in staff member who responds to emergency calls, facilitates conduct cases, and supervises staff in order to promote a healthy campus environment. Note: In some buildings there will sometimes be a Graduate student performing this role, and they are known as Graduate Hall Coordinators (GHC).

Area Coordinator – Also known as an AC, is responsible for not only managing a building, but also responsible for helping facilitate and supervise the GHCs and RHCs on campus. They are also full-time live in staff member who respond to emergency calls, facilitate conduct cases, and supervise a RA staff in order to promote a healthy campus environment. In addition, they also provide a bridge for all WCU managed and WCU Affiliated Housing issues, by meeting with students, so that their concerns can be better addressed.

COMMUNITY EXPECTATIONS:

Residents are responsible for abiding by the current University Policies including but not limited to

The Student Code of Conduct; the RLH Community Living Standards;">RLH Community Living Standards; all federal, state, county, and local laws; and university guidelines as communicated to Residents. Violations may result in applicable University disciplinary action, loss of housing or student status, and possible referral to other government agencies.

Violations of the WCU Housing Occupancy Agreement, USH Lease Agreement or Community Living Standards that may have an impact on your status as a resident will be addressed through Residence Life Community Standards Process.

Violations of the WCU Housing Occupancy Agreement, USH Lease Agreement or Community Living Standards that may have impact on your status as a student at WCU, will be referred to the Office of Student Conduct for adjudication.

In instances where the Office of the Vice President for Student Affairs or designee may impose an interim action, which may include up to an interim loss of housing, the Resident has the right to request to have the interim action reviewed as outlined by University policy and communicated in any interim action correspondence.

By familiarizing yourself with the expectations set within this document, you will be better equipped to contribute to and benefit from the positive living experience our team strives to offer.

A. Community Member Expectations

- **A.** The Resident has the right to read, study, and sleep free from undue noise or disturbance in your assigned living area.
- **B.** All members of the community should respect one another's personal belongings and privacy.
- **C.** The use of electronic devices for recording or photographing roommates or community members without permission in private areas (rooms, apartment, bathrooms) is prohibited, and disciplinary action will be taken should-this occur.
- **D.** Residents are expected to keep their room clean, which includes, but is not limited to, regular cleaning of the room (floors, furniture, etc.) and washing clothes, body, and hair.
- E. The Resident has the right to have free access to their room or apartment.
- **F.** The Resident has the right and responsibility to discuss questions or concerns. RLH staff members are available for assistance in settling conflicts between the Resident and the Roommate or others in their assigned unit.
- G. The Resident has the right to be free from intimidation, physical or emotional harm
- **H.** All residents must complete Roommate Success Plan (RSP). The Roommate Success Plan is facilitated by the Resident Assistant at the beginning of each semester.
- I. The resident has the right and responsibility to address community concerns by reporting via the RLH Staff or West Chester University Public Safety. Residents can also submit concerns via a conduct report.

STUDENT OCCUPANCY AGREEMENT & LEASE AGREEMENT:

Residents in WCU Managed Housing are required to sign a Housing Occupancy Agreement prior to checking into the assigned residence Hall. Residents in USH Affiliated Housing are required to sign a Lease Agreement prior to checking into the assigned residence Hall.

Please become familiar with the stipulations included in the agreement since you will be held to all its terms for the duration of your occupancy. These agreements are legally binding documents and should be treated the same way as a lease at an off-campus location.

Questions related to the WCU Managed Housing Occupancy Agreement can be directed to Residence Life & Housing at <a href="https://housing.gov/housing.g

OPENING AND CLOSING DURING UNIVERSITY BREAK PERIODS:

- A. University Breaks. You are required to properly check out of your room at the mandated times published in your residential area. USH Affiliated Housing & WCU Managed Housing will provide information related to break occupancy, if applicable. Students must be approved by RLH to stay on campus during break periods. All South Campus residents must indicate intent to remain on campus during break periods. If a student requests Break Housing and is approved, the student will be charged an entire break charge or nightly rate, dependent on their length of stay. All residents approved to stay during break periods should periodically check their email and ensure they know the location of the North Campus and South Campus front desks.
- **B.** Fall and Spring Semester Closing. You are required to properly check out of your room no more than 24 hours after your last final examination or no later than 5:00 pm on the day of Commencement. You must adhere to the checkout instructions posted throughout your residential area.
- C. Break Period Closing & Opening. For Thanksgiving Break all residence halls are scheduled to close at 10:00 am on the Wednesday before Thanksgiving and reopen at 12:00 pm the day before classes resume. For Spring Break, all residential communities are scheduled to close at 6:00 pm on the last day of classes before the break and reopen at 12:00 pm the day before classes resume.

ACCIDENTS/LOSSES POLICY:

- A. Reporting Accidents. The Resident must immediately report to Public Safety (610-436-3311) and RLH of accidents, injuries, and property damage occurring in the Unit and, if involving Resident, elsewhere at the Facility and in case of fire and other life-threatening situations.
- **B.** Renter's Insurance. The Resident bears the risk of loss for all personal property kept on the Premises or anywhere in the Facility.-RLH will not be responsible for any damage to, or loss of, Resident's personal property. The Resident is strongly encouraged to get rental insurance or similar insurance to cover any loss or damage to personal property.
- **C. No Health or Medical Provisions.** RLH will not provide any health or medical care to the Resident or take any action concerning any medical condition, allergy, or dietary preferences of the Resident.

PUBLIC EMERGENCY EVENTS / MANDATORY EVACUATIONS HEALTH/SAFETY POLICY:

- **A.** An emergency event means a situation that poses an immediate risk to health, life, safety, property or environment. Emergencies require urgent intervention to prevent further illness, injury, death, or other worsening situations. When an emergency event occurs, RLH reserves the right to:
 - 1. Require Residents to relocate to other University-owned facilities or elsewhere.
 - 2. Require Residents to vacate the Premises.
 - 3. Establish quarantine and isolation procedures which Residents must comply with.
 - **4.** Comply with all applicable federal, state, local laws and orders or directives of governmental authorities (including government agencies) connected with the circumstances.

DISCLOSURES:

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

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

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

LOCKOUT POLICY:

It is important for you to carry your key with you always. Should you lock yourself out, expect a wait to be assisted. Should there be documented pattern of repeated lockouts, you may be required to meet with a RLH Staff Member to further discuss reason for the lockouts.

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

- **A.** Contact your roommate. If you are unsuccessful, go to the Front Desk or Southside of your building/complex. For College Arms Residents please walk to Killinger Hall to sign out your temporary key.
- B. Check out a Temporary Key to your room/apartment/suite at the front desk of your residence hall.
- **C.** Return the key immediately within 10 minutes after you have let yourself into your room. Failure to return the key will result in your being billed the cost of a lock change.
- **D.** If you are locked out when the Front Desk in a residential community is closed, let the Security Officer on duty know you are locked out. The Security Officer will contact the RA on Duty to let you into your room. If you are locked out after security hours, contact the RA on Duty for your building.
- E. If you are locked out when Southside's Desk at South Campus is closed, apartment residents should

contact the RA on Duty using the mobile phone number.

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

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

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

- A. Contact your Hall Coordinator and report your lost key immediately.
- **B.** You will be charged to cover the key replacement cost(s).

SAFETY & SECURITY

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

Fire Safety:

Since the potential danger posed to the residence community by fire is so severe, any resident identified as intentionally, or through negligence, igniting any facility, furnishings, equipment, or substance within the student residence halls or apartments or tampering with fire safety equipment will be subject to appropriate University action, civil action, and criminal sanction.

Tampering includes deactivating or covering a smoke detector or intentionally causing a detector to activate, or deliberately activating any portion of the sprinkler system.

- A. Use of Electrical Cooking Appliances and Other Equipment.
 - 1. All electrical equipment and appliances must bear the seal of approval of the "Underwriter's Laboratories, Inc." to be approved for use in a residential community.
 - 2. Other than the approved use of microwaves in residence hall rooms cooking is restricted tocommunity designated kitchens.
 - **3.** Except for approved microwaves, cooking appliances such as air fryers, coffee machines, electric water kettles, hot plates, toasters, toaster ovens, waffle makers, electric grills, and other similar heating devices are prohibited in residence hall-rooms. This restriction does not include the use of these items in the South Campus and College Arms Apartment.
- **B.** Use and/or possession of incendiary devices (including but not limited to candles (lit or unlit), wax warmers, torches, vapes, e-cigarettes, hookahs, etc.) are prohibited within any residential community.
- C. Residents must not tamper with, interfere with, cover, or damage any alarm equipment or installations. No decorations should be hung or suspended from ceilings, fire alarms, smoke detectors, sprinkler systems or electrical systems.
- **D.** The Resident may not trigger any overhead sprinkler system in the Facility. The Resident is advised that a simple depression of the sprinkler head may result in the total draining of water

from the system. Neither RLH nor its agents will be responsible for any damage incurred from such situations. If the overhead sprinkler system in the Resident's room or hallway is activated in a non-emergency situation, the Resident will be charged a fine and responsible for all damages.

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

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

Building Entrance Policy:

For security and building access, students in all residential communities must always carry their Ram Card. Access is granted only to the community they are assigned to, using their issued Ram Card. Students must not share or use another student's Ram Card.

Depending on the building, entrance via the back and side doors may be limited. For all WCU Managed Residence Halls, the back doors are emergency exit only.

Designated and marked fire doors should only be used in cases of an emergency only. Exiting through a fire door for non-emergency purposes is prohibited.

University Guest Policy:

A guest is defined as anyone who is not assigned to a residential unit.

- **A.** Guests are allowed in residential units only with prior consent from roommate(s). The rights of the roommate(s) take precedence in issues involving a guest.
- **B.** All guests entering a residence hall must possess and display one of the following forms of photo identification listed below. Any guest not physically having the proper (valid and unexpired) form of identification will not be permitted access and will be asked to leave. No exceptions will be made. No copies or photos of identifications will be accepted.

Acceptable photo identification forms are limited to:

- 1. Valid unexpired government-issued identification cards such as driver's license, military ID, state ID, or passport.
- 2. West Chester University Ram Card.
- **C.** RLH and the Department of Public Safety reserve the right to deny access to any person if it is reasonably determined that such a person does not have valid identification or presents a threat to other residents' peace, safety, and welfare.

- **D.** Guests are allowed to stay overnight in University housing with prior roommate consent. They can stay for up to two nights within a seven-day period, starting from the first overnight stay. An overnight guest is anyone sleeping in a unit they do not reside in.
- **E.** A resident student may not have a long-term guest (squatter). A squatter is a person who occupies a residential space without payment of rent. The host will be responsible for repayment.
- **F.** Minors must be accompanied by a parent or guardian or given express written permission by the Vice President of Student Affairs or designee to be a resident's guest in the residential facility. Visitors under 18 (minors) are not permitted to stay overnight in any residential facility under any circumstance.
- **G.** Guests must sign in upon entering any residence hall and stay with their host at all times. When leaving, the host must accompany them to sign out. Guests cannot remain in the room or apartment without the host. Violating these policies may result in loss of guest privileges.
- **H.** Residents are not permitted to sign in guests for other residents.
- **I.** Each residential unit has a maximum capacity. This policy is applicable in all residential facilities including apartments.

Each resident is limited to a maximum of two guests at a time. A guest is considered any individual that is not assigned to the unit (other WCU residents are considered guests). For individuals living in suites and apartments, the total allowable guests include guests in both bedrooms and common areas.

Residents are responsible for managing the unit occupancy limit with their roommates to adhere to the maximum capacity. Depending within the unit, not every resident may be allowed to have two guests.

Room/Apartment Description	Maximum Capacity at All Times
A double/triple room (two/three residents)	Can have a maximum of four people at one time in the unite including assigned residents.
A suite or an apartment occupied by 4 or more	Can have a maximum of eight people at one time in the unite including assigned residents.

J. The Resident is responsible for ensuring their guest follows all residential and University.

Noise Policy:

Living in close quarters with other people requires extra sensitivity to how the Resident's behavior affects others. Every resident has the right to a living environment that allows for adequate sleeping and studying conditions. With this right, there is also the responsibility for monitoring one's behavior not to violate others' rights. Failure to adhere to the noise expectations could result in disciplinary action.

- A. Quiet Hours: Are the hours from Sunday Thursday 10:00 p.m. 10:00 a.m. and Friday Saturday 12:00 a.m. 10:00 a.m. The exception is the Quieter Floor Located on the 7th Floor of Tyson Hall, where quiet hours are in effect starting at 8:00 pm. During quiet hours, noise from televisions, speakers, voices, etc., must not reach levels that can be heard by other community members. For example, if the noise from a room can be heard from two doors away from a room, it is too loud.
- B. Courtesy Hours: Residents should be courteous to their noise level 24 hours a day, seven days a week. During Courtesy hours, residents must still be conscious and considerate of their noise level as they are expected to keep their noise at reasonable levels (i.e., noise should not be heard down the hall, their

bass should not be heard in the next room, etc.).

At any time of the day, residents always have the right to request that noise be reduced to allow them to sleep or study. This policy is most effective if one remembers to be considerate of others and directly confront those who are disturbing the community. All members of the community are expected to address those making "unreasonable" noise. When a resident violates the quiet hours policy or is unreasonable or uncooperative, that student will be subject to disciplinary action. At no time is it acceptable for noise to be heard outside of the building. Speakers in the windows, to provide music for people outside, are not permitted.

Alarm Clocks: Residents should be aware that alarm clocks are often a source of nuisance noise when left "on" and unattended. Should a resident be found repeatedly leaving their alarm clock on and unattended, a meeting with RLH Staff may be required.

Room Decoration Policy:

Residents are able to personalize their unit. However, to protect the condition of your surroundings from damage and in consideration of future residents, the following guidelines are in effect:

- A. Residents should use non-permanent, non-staining adhesive materials to hang decorations. The use of inappropriate adhesives or the non-removal of appropriate materials will result in damage charges being assessed to all responsible residents.
- **B.** Under no circumstances should holes be drilled or placed in any walls or ceilings. No heavy-duty adhesives such as duct tape should be used in any housing facility.
- **C.** The room number and 75% of the door must be showing (only 25% of the door can be decorated/covered).
- **D.** Water filtration coolers are prohibited. We offer a water filling station of each floor and in Southside and the Village Clubhouse for South Campus residents.
- **E.** Only University-issued furniture is permitted in the residence halls. No futons, couches, chairs, etc. are permitted. Storage solutions such as bins are permitted.
- **F.** Under no circumstance should items (i.e. signs, posters, post it notes, etc.) be displayed in external windows.

Extension Cords & Power Strips:

Extension cords are not permitted. If additional outlets are necessary, UL approved surge protected outlet adapters and power strips with internal circuit breakers may be used. Each power strip must be individually plugged into a wall outlet; they may not be daisy chained (plugged into another power strip). Electrical power cords may not be placed under carpets or rugs. Electrical cords that have cracked or exposed wires, burn marks, loose connections or other damage present a safety hazard and cannot be used. The University does not provide surge protectors, power strips, or extension cords.

Prohibited Items and Prohibited Actions:

- **A.** Construction barriers, municipal or state street signs, university signage, neon signs, newspaper machines, or any other stolen property.
- B. Darts, dart boards, and liquid-filled furniture (because of potential damage to the facilities).

- C. Dangerous substances and chemicals including, but not limited to automobile batteries, gasoline, acids and dangerous chemicals.
- **D.** Firearms, fireworks, and dangerous weapons. This includes, but is not limited to: pistols, rifles, BB guns, paint pellet guns, hand-billies, nun-chucks, switchblades, and explosives.
- **E.** Aerials, masts and other short-wave radio transmitting equipment (because of FCC interference regulations and safety precautions).
- **F.** Live-cut holiday trees and evergreen garland (because they constitute a fire hazard). Artificial trees are permitted.
- **G.** Micro-Mobility devices (i.e., motorcycles, e-Bikes, motor scooters, mopeds, or internal combustion engines are prohibited inside the buildings.
- H. Resident may not chain or hang bicycles in Common Areas.
- I. Residents may not self-loft or self-bunk furniture. Exception: lofting is permitted in Goshen Hall and Tyson Hall via maintenance request. Residents may not utilize bed risers larger than 8".
- J. No electrical and telephone wiring may be installed within a room or apartment, this including, exterior television, radio antennas, or dishes of any size.
- **K.** Lobby furniture is intended for community use. Residents may not relocate or store lobby furniture in their unit.
- L. Hazing by any club, group, organization or individual is strictly forbidden by State law. Hazing includes "any act that injures, degrades, disgraces, any fellow student or person." Pledging activities are prohibited.
- M. No business use permitted. Apartments, rooms, suites, or any location within university owned housing and affiliated housing cannot be used for private enterprises.
- N. No Solicitation of any kind in any residential community.

Smoking Policy:

Using any smoking device which includes but is not limited to a cigar, cigarette, pipe, vape, e-cigarette or other smoking device is not permitted in any residential community. Smoking is restricted to designated areas outside the building only as outlined by the staff of each specific hall or building.

Alcohol Policy:

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

- **A.** possession of empty alcohol containers, even for decorative or sentimental reasons are not permitted in any on campus housing facility.
- **B.** sale, exchange, use, possession, or consumption of alcoholic beverages on-campus over 21 years of age,
- **C.** underage use, possession, or consumption of alcoholic beverages,
- **D.** possession of open containers of alcoholic beverages,
- E. public intoxication,
- F. driving under the influence,
- G. selling and/or furnishing alcohol to minors,

Exceptions to the alcohol violation are noted in the Medical Amnesty Policy.

In the absence of extraordinary or mitigating circumstances, a sanction of Loss of Housing, Disciplinary Suspension or Disciplinary Expulsion may be imposed on any student or student group found responsible for this violation.

Drug and/or Drug Paraphernalia Policy:

Due to their association with the use of illegal substances, smoking paraphernalia (which includes but is not limited to bongs, hash pipes, blow tubes and water pipes) are prohibited within any residential hall or apartment. If prohibited items are observed in a unit, the items will be confiscated, and disciplinary actions may be initiated.

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

- A. possession or use,
- B. possession of drug paraphernalia,
- **C.** possession of a significant quantity, distribution, or sale of drugs,
- **D.** driving under the influence.

The use of illegal substances, or the misuse of legal, prescribed, or controlled substances may be considered reckless behavior as described in the Student Code of Conduct section on Infliction of Harm 1c: Reckless Behavior. Exceptions to the drug violation are noted in the Medical Amnesty Policy. In the absence of extraordinary or mitigating circumstances, a sanction of Loss of Housing, Disciplinary Suspension or Disciplinary Expulsion may be imposed on any student or student group found responsible for this violation.

Needle Disposal Policy:

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

Pet Policy:

No pets are permitted in any residential community. Residents with the need for service or emotional support animals should contact the Office for Diversity, Equity, and Inclusion (ODEI) Additional information, including available services can be found in <u>Animals on Campus Policy</u>

Personal Care Attendants Policy:

The Resident must be able to care for themselves independently or arrange for services that will allow them to perform everyday life functions in the context of a Residential setting. This includes, but is not limited to: bathing, dressing, and other personal care.

This requirement may be met by having a live-in or live-out Personal Care Attendant within certain restrictions. In addition to an accommodation letter from the Office of Educational Accessibility (OEA), Residents must contact RLH when contracting for Personal Care Attendants to abide by applicable community living standards.

Resident must provide to RLH detailed information about the contracted provider of such personal care services, hours of visits or necessary extended stays, and the general nature of the functions being performed, and meet all other requirements of the University. Notice must be provided at least 30 days prior to the start of the intended service.

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

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

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

Right of Inspection by University Officials

- 1. <u>Routine inspections</u>: Members of the administration, RLH staff, and Facilities staff ("Designated University Officials") retain the right to conduct inspection of student rooms or apartments for cleanliness, health, safety, and compliance with all University policies and housing. There are two types of routine inspections:
 - **a.** Routine inspections occur during University breaks and at the close of each term. No notice is provided to residents about such inspections.

b. Other routine inspections—those that occur during a semester, and not while the University is on break—shall be communicated and publicized 48 hours before the inspection.

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

<u>Other Inspections:</u> The following inspections may be conducted by Designated University Officials without prior announcement:

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

If, upon an inspection as described above, University administrators or RLH staff or Facilities staff discover items or information that provide a reasonable basis to believe that a violation of criminal law may have occurred, they may refer the matter to appropriate law enforcement authorities. Those authorities may then follow their own applicable processes and procedures to address a suspected violation of criminal law. Any evidence or information discovered through such a search may be used as evidence in any civil or criminal proceeding and also may be used by University administrators concerning matters involving a violation of the Student Code of Conduct or Community Living Standards.

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

Wellness Checks:

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

Use of Items Found During Room Inspection or Wellness Check:

- Anything discovered during an inspection or check described above may be used as
 evidence to terminate this Agreement or to inform a referral to the Office of Student
 Conduct.
- 2. Because this Agreement and other University policies (including the Student Code of Conduct) prohibit certain items in the residence halls and those prohibitions overlap

with state or federal criminal laws, if during an inspection or check University Officials discover evidence that a crime may have occurred, they shall immediately contact law enforcement.

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

Please use the following links for ease in navigating WCU's policies, Residence Life and Housing Documents, Affiliated Housing Lease Agreement and Dining Services

WCU Managed Housing Occupancy Agreement

USH Lease Agreement

Student Code of Conduct

Medical Amnesty Policy (Found on Page 11)

Work Order Link (WCU Managed Housing)

WCU's Information Services and Technology (IS&T)

USH StarRez Link (USH Affiliated Housing) USH StarRez Link (Affiliated Housing)

WCU Dining