



2023-2024

Residence Hall Accommodations and Policy Agreement

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# I. INTRODUCTION

All the materials contained herein are an integral and binding part of this Housing Agreement, which provides general and specific residence hall policies. Policies that are applicable to all students, residential or not, are contained in the West Virginia Wesleyan College *Student Handbook*, which can be accessed online. To the extent that any provision in this agreement is subject to more than one meaning, the interpretation of the Director of Campus Life or his/her designee, shall prevail. The College shall have the sole right to interpret the meaning of any ambiguous word, phrase, or section of this agreement.

# **II. GENERAL TERMS AND CONDITIONS**

#### **Housing Policy & Eligibility**

Full-time students are required to live and board in one of our campus residence halls or Wesleyan owned Off-Campus Houses. Eligibility to occupy the premises is limited to full-time students who are registered for coursework. Eligibility for occupancy automatically ends upon withdrawal or termination of enrollment as a full-time student. "Full-time" student is defined as maintaining 12 credit hours throughout each academic semester.

Full-time students who wish to live off campus must submit an exemption request to the Director of Campus Life. Once a request has been submitted, the Director of Campus Life will notify the student in writing whether or not the Committee has granted an exemption. The exemption does not take effect until the request has been reviewed and approved by the Committee.

# **Purpose**

The premises will be used by the student solely for residential and educational purposes at West Virginia Wesleyan College.

# **Payment**

Payment of semester room and board fees must be made to Student Accounts according to the College deadline dates indicated on the billing statement for each semester.

# **Agreement Termination**

Termination of enrollment or withdrawal from West Virginia Wesleyan College automatically terminates this agreement. All refunds will be processed as outlined in College procedures.

#### **Room Accountability**

Students are responsible for both their own and any visitor's behavior that occurs on College premises. This especially includes the violation of any College and/or residence hall policies. This accountability also extends to any items that a Student may possess or that a visitor may bring onto campus.

# **COVID Housing**

In the event of isolation/quarantine due to the COVID-19 virus, students will be asked to move into an isolation house or special quarantine housing. Meals will be delivered and a member of our contact tracing team will check on the student daily. Strict protocol must be followed or a student will be subject to referral to the Student Conduct Office.

#### **III. ASSIGNMENTS & ROOM RESPONSIBILITIES**

#### **General Terms**

- The College reserves the right to make room assignments, to authorize or deny room and roommate changes, to consolidate vacancies, and to require a student to move from one room or residence hall/apartment to another.
- Rooms in the residential facilities are to be occupied only by the students assigned to them. A student's right to occupy a room in the residential facilities is pursuant to this Agreement and may not be assigned or transferred by the student.
- Room assignments may be changed only upon written authorization from the College and after the students involved have made a serious attempt to resolve the situation, including working with staff members (see section on Changing Rooms during the Academic Year). Students who make unauthorized room assignment changes will receive a \$200 fine and will be referred to the College student conduct system.
- It is the policy of the College to assign roommates without regard to race, creed, or sexual orientation.
   Students of the opposite gender identity will not be assigned to, nor may they reside in, the same room.
- The College may alter the specific room or house assignment, if necessary, during the assignment process. If a student is assigned a space after the start of classes, the room and board charges may be prorated for the balance of the semester.

# **Room Condition**

Upon termination of this Agreement, the student must leave the assigned room/house, its furnishings, and its equipment in as good an order and condition as the same were upon commencement of the student's occupancy, ordinary wear and tear excepted. In addition to the inspection by the student staff, maintenance staff will inspect the room/apartment for cleaning/damages, which will be assessed to the responsible individuals.

#### **Room Care**

Residents are responsible for cleaning their own rooms. Students who reside in Agnes Howard Hall (suite side), Fleming Hall, and Dunn Hall are required to clean their personal bathrooms. Residents whose uncleanliness is

affecting the living environment of others around them will be required to clean their living spaces and be subject to inspections, fines, student conduct referral, and other sanctions.

# **Check-In and Check-Out Requirements**

Upon moving into or out of a room, each resident must review, sign, and submit a Room Condition Report (RCR), which is an accurate and complete record of the contents and condition of the assigned room. This inventory will serve as the basis for check-out and damage charges, if assessed.

#### Cleaning Room

Residents are expected to clean their rooms before they check out. Residence life staff members will check for cleanliness of a room/shared space each time a resident checks out. If a resident checks out before his or her roommate(s), suitemate(s), or apartment mate(s), residence life staff members will only inspect for cleanliness of the resident's personal space and the shared spaces, such as a kitchen or a bathroom. Residents who leave personal or shared spaces unclean will be assessed a \$25 fine for each unclean room (bedroom, bathroom, kitchen, living area, etc.).

# Checking Out

It is the student's responsibility to schedule a time to check out with a member of the residence life staff in order to sign the RCR and return all keys. Failure to do so is considered an improper check out, and the resident will be subject to a \$50 fine.

# Returning Key

Students must return all keys immediately upon checking out. This includes room keys, laundry keys, kitchen keys, bicycle storage room keys, etc. Failure to return any key will result in a \$100 lock replacement fee for each unreturned key. Students who fail to return a key will only be permitted to mail a key if it is sent certified in a padded envelope within 72 hours of the date the student vacated the room.

#### **Alterations**

No alterations or repairs may be made to the assigned room, its furnishings, or equipment without the written consent of the College. Students may not paint their rooms, install ceiling fans, or mount electronic devices to walls. No items may be hung in a window if these items could be seen outside of a Student's assigned living space, unless written consent has been given by the College, this includes neon signs and banners/flags.

#### Lounge Furniture

Removal of furnishings from lounge areas will constitute theft, and the students responsible will be referred to the College student conduct system. In addition to potential student conduct action, all residents of the room will

automatically receive a \$50 fine for each piece of lounge furniture present in a student room. Residents will have 24 hours to return the lounge furniture to its original location. Failure to return lounge furniture within this timeframe will result in further student conduct action, which may result in additional fines and/or other sanctions.

#### Room Furniture

Under no circumstances should room furniture be removed and stored elsewhere (this policy is also applicable to the off-campus houses). The College does not have the space to store unwanted room furniture. If room furniture is found in a shared space, room inspections will be authorized in order to determine where the furniture originated. Residents who place room furniture in shared spaces of a residence hall will automatically be fined \$50 per piece of room furniture and referred to the student conduct system. Residents will have 24 hours to return the room furniture to its original location. Failure to return room furniture within this timeframe will result in further student conduct action, which may result in additional fines and/or other sanctions.

Residents are responsible for making sure all furniture that was present in the room during check in is present in the room at check out. Residents will be charged the full cost of replacing missing furniture.

#### Lofts

Personal lofts are not permitted in the residence halls. This includes the use of cinderblocks to raise beds. Students wishing to loft their beds can rent lofts from the Office of Campus Life within the first two weeks of the semester. Lofts will be removed by the Physical Plant staff after students vacate their rooms. If a student changes rooms, it is the responsibility of the student to notify the Office of Campus Life to have their loft moved to their newly assigned room.

#### **Damages**

The College will assess damage charges for unauthorized use of, and alterations to, rooms, furnishings, equipment, and buildings, and for special cleaning necessitated by improper care of rooms and equipment. Students will be referred to the student conduct system for damages that constitute vandalism.

# Shared Spaces

In cases of damage and/or excessive uncleanliness in a shared space (hallway, community bathroom, common room, etc.), all residents of a floor/building/pod/etc. are ultimately responsible. For this reason, it is essential that residents immediately report any damages/excessive uncleanliness. Residence life staff members will attempt to discover the person responsible. If the person responsible does not come forward and/or information is not provided to help residence life members determine the person who is responsible, all residents of the floor/building/pod/etc.

will be fined for equal portions of the total charge to repair the damages/clean the shared space.

#### Overflow

Assignments will typically be made on the basis of two students per room in the residence halls and three to eight in the off-campus houses. However, demand for housing may require that the College assign three students per room or bedroom, and thus the College reserves the right to assign students in this manner. Students so assigned will be reassigned to double occupancy spaces as they become available.

#### **Double as a Single**

If space is available, and upon approval, students may request retention of a double room as a single accommodation at the prevailing double as a single rate. The College has the right to revoke approval if space is needed.

#### Room Furniture

All furniture must remain in a room, in accordance with the Alterations policy, even if a student elects to have the room double as a single.

#### Non-Double as a Single Rooms

A student may, on occasion and due to circumstances beyond their control (i.e. a roommate moving out), become the only occupant in a room. In these cases, the Office of Campus Life will offer the student three options:

- Option 1: The student may elect to keep the room as a single and pay the double as a single rate:
- Option 2: The student may elect to live with a new roommate, who will either move into the room or allow the student to move into his or her room;
- Option 3: If space allows and it is determined that immediate consolidation is not necessary, the student may continue to occupy the room at a double rate and agree to accept the immediate placement of a roommate when one becomes available.

If a student selects Option 3, under no circumstances may that student utilize the other half of the room's furniture, space, closets, etc. This includes storing items inside of or on top of furniture. Students who select Option 3 are agreeing to the **immediate** placement of a roommate, and therefore, the other half of the room should be move-in ready as soon as a roommate becomes available (advance notice may not be provided). Students who violate this policy will receive an automatic \$100 fine for the first offense and 24-hour notice to remove all belongings before the room will be re-inspected. If a student fails this re-inspection or if the student violates this policy a second time, their room rate will be converted to double as a

single, effective the date of the first violation. There will be no exceptions to this policy.

# **Suite-Style Housing**

The College's two premium housing options, Fleming and Dunn Residence Halls, offer suite-style housing with two rooms adjoining a single bathroom. Residents of one room in a suite may not enter the other room in the suite without the explicit permission of that room's residents. Students who violate this policy will be referred to student conduct system.

Occasionally, a room in a suite may be unoccupied by other residents. In these cases, the residence life staff will block access to the other room with a door prop. If the thermostat is located in the vacant room, the residents in the occupied room will have two options:

- Option 1: All residents of the occupied room can move to the room with the thermostat.
- Option 2: The residents must request access, provided by residence life staff members, to enter the room with the thermostat to make adjustments to the thermostat.

Students who enter an unoccupied room in their suite unauthorized (even if the door prop is missing or nonfunctional) and/or utilize that room for storage of their belongings will receive an automatic \$100 fine for the first offense and 24-hour notice to remove all belongings before the room will be re-inspected. If a student fails this re-inspection or if the student violates this policy a second time, the student will be required to move to non-premium, non-suite-style housing for the remainder of the academic year.

# **Changing Rooms during the Academic Year**

Students are encouraged to change rooms only as a last resort during the academic year. Students who are experiencing conflict with others in their living space must have two documented mediation sessions with a Resident Assistant and/or Resident Director before submitting a request to move to the Office of Campus Life. Students who elect to move without completing mediation will be charged a \$100 moving fee. In cases where the student requesting to move has attempted mediation on at least two occasions and the other living mate(s) has not cooperated, the \$100 moving fee will be assessed to the non-cooperating student(s). Students will only be allowed to move to a vacant double room if they agree to pay the double as a single rate.

Students who are living alone (whether paying a single rate or waiting for a roommate) will be allowed to move into a room with a roommate free of charge. Students who are living alone and who wish to move to another room without obtaining a roommate will be charged the \$100 moving fee and must agree to pay the applicable single

rate for the new room. Friendly Move Period

Friendly Move Period will be held early in the fall and spring semesters (see "Important Dates to Know" for the Friendly Move Period dates). During Friendly Move Period, students can request to move to an open space on campus without providing a reason and without paying the \$100 moving fee. Students will only be allowed to move to a vacant double room if they agree to pay the double as a single rate. All moves must be completed within 72 hours from the end of Friendly Move Period. If a move has not been completed within the 72-hour timeframe, approval for the move will be revoked, and the student must request new approval to move and will be subject to the mediation requirement and moving fees outlined above.

#### Consolidation

The College reserves the right to consolidate rooms to full capacity when vacancies occur and move a student to another room when such consolidations become necessary. Students who have not contracted for a double as a single occupancy must pay the double as a single room rate, obtain a roommate, or change rooms if they do not have a roommate and have been requested to consolidate. Any room change must be approved by the Office of Campus Life and be completed within 72 hours after notification to consolidate. If the consolidation has not occurred within this period, the student will automatically be charged the double as a single room rate.

# **Cancellation Policy after Occupancy**

- Students who have signed the agreement and who have commenced occupancy in College residence halls will be held responsible for fulfilling their obligation under the agreement. A residence hall student who is permitted to withdraw from College housing while remaining a student will be responsible for payment of room and board charges to the date of withdrawal and the balance of the room charges for the agreement period.
- Residence hall students who withdraw from the College will be charged room rent for the entire semester and the agreement will be terminated. If a student completes requirements for graduation, or for other reasons is no longer enrolled at the College during the agreement period, the agreement may be terminated.
- Any resident who, for any reason, discontinues as a regularly enrolled student and later returns for regular classes during the agreement period will be obligated to comply with the terms and conditions found herein the Residence Hall Accommodations Agreement.
- Students who withdraw from the College will have 48
  hours from the written date of withdrawal to vacate
  their room and remove all of their belongings.
   Students are also expected to vacate their room and
  remove all of their belongings before the posted

deadline for the end-of-year closing. Students who fail to vacate their rooms and/or remove their belongings by these deadlines will be subject the Extended Stay policy (see Opening and Closing of the Residence Halls). Any personal property left in the residence halls will be deemed to have been abandoned in favor of the College. Students will be charged for the removal/disposal of abandoned property. The College will not be responsible for storing or returning abandoned property.

#### **Refund Policy**

All students withdrawing from West Virginia Wesleyan College should cancel their Housing agreement by officially withdrawing from the College. Room charges are not refunded. Board refunds, where applicable, are based upon the date that the last of the following occurs: a student's belongings are removed, the student's key is surrendered, and/or upon submission of a completed West Virginia Wesleyan College Withdrawal Form to the Office of Campus Life. Board refunds are calculated on a daily prorate of charges.

#### **Termination by the College**

The College may terminate the Residence Hall Accommodations and Policy Agreement (a) for non-payment; (b) upon disciplinary dismissal or summary dismissal of a student from College Housing; (c) when a student voluntarily withdraws from enrollment at West Virginia Wesleyan College; (d) upon violation of a term or condition of occupancy by the student or his/her guest(s); or (e) for failure to register for classes. The College may terminate the Agreement of any student who fails to check in by noon the first day of classes.

#### **Late Arrival**

Unless a student requests an extension of the arrival period in writing through the Office of Campus Life, West Virginia Wesleyan College is not obligated to hold a space reservation past noon on the first day of classes. If a student fails to check in prior to noon on the first day of classes, and appears subsequently, the student will be assigned elsewhere if space is available. If no space is available, the student is subject to withdrawal fees for breaking the Agreement.

# **Opening and Closing of the Residence Halls**

During official College vacation periods, all residence halls are closed, meals are not served, and students must vacate the premises. For the end-of-year closing, residents must also remove all of their personal belongings from the residence hall. All residents must vacate no later than the stated building closing date and time.

# Approved Extended Stay

If a resident wishes to move in prior to opening, stay during break closings, or move out after the end-of-year closing deadline, he or she must submit an Extended Stay Request form. If approved, the student will be charged the prevailing daily room rate established by the College, which is currently \$25.

# Unapproved Extended Stay

Students who fail to vacate their rooms and/or remove their belongings before a closing deadline will be charged a \$50 fine for each day the student and/or their belongings remain in the residence hall without approval. In addition to this fine, the student will also be charged the prevailing daily room rate established by the College, which is currently \$25. After 72 hours of unapproved stay, students who remain in the residence halls will be considered to be trespassing and removed by Security; any remaining property at that point will be considered to have been abandoned. See Cancellation Policy after Occupancy for more information about property that is abandoned following withdrawals and the end-of-year closing.

# **College's Right to Entry**

The College reserves the right to enter a room/apartment/College-owned house without notice or permission of the residents thereof (a) to perform routine maintenance, inspection, and repair services; (b) to search for drugs, weapons, explosives, or any other items or substances, the possession of which is a breach of this Agreement, of the standards and regulations of the College, or the laws of the State of West Virginia (Such entry will be made only when the College has reasonable cause to believe such items are present); (c) when there is reason to believe that the occupants are in serious physical or psychological distress; (d) for health and safety inspections; (e) to address a noise complaint when resident(s) are not present in the room to do so (i.e. shutting off an alarm); and (f) to ensure that any other College regulation is being maintained, as deemed necessary.

#### Fire Drills

The College will conduct fire drills every semester to ensure compliance with health and safety protocols. At this time, Campus Life Staff and local authorities have the right to inspect residence hall rooms and remove prohibited items or items believed to pose a risk to health and safety in the community. Possession of prohibited items will be reported to the Office of Campus Life (see Prohibited Items for more information).

# Inspections vs. Searches

During most of these entries, a room will only be *inspected*, meaning that furniture will not be moved or opened, and only prohibited items that are visible will be confiscated and reported to the Office of Campus Life. Exceptions to this policy include but are not limited to the moving and opening of furniture as necessary by College personnel to complete maintenance or address a health and safety concern, as well as lawful searches of rooms for illegal items.

Room Searches will be conducted by Security with approval from the Assistant Director of Campus Life or the Director of Campus Life. All room searches are recorded via body cams to ensure accountability. All aspects of a room are searched during a room search. This means that any safes, locked briefcases, unmarked pills, etc will be confiscated until such time they can be inspected by college officials.

# **College Liability**

The College does not assume any obligation or liability for loss or damage to items of personal property that may occur in its buildings or on its grounds, prior to, during, or subsequent to the terms of this Agreement. This includes, but is not limited to damage, loss, fire, water damage, theft, flooding, etc. Students are urged to purchase renter's insurance for protection against loss or property damage. No interruption of utility services shall be deemed as an eviction or disturbance of students use of the facilities or render the College liable for damages, unless the College willfully refuses to supply said services without cause or excuse. Personal property of students is not covered by College insurance. Students should carry their own insurance protection against theft, loss, or damage to personal property.

Students are permitted to use personal security cameras within their own Residential Hall Room. They may not place these cameras in any public area. If a camera is found in a public area, it will be confiscated and not returned. Any Student with a personal security camera must notify both the Office of Campus Life and Security. Failure to notify these offices may result in your camera being confiscated during room health & safety checks.

# **College Regulations and Governmental Statutes**

All students housed in the residential facilities are required to abide by this agreement, the standards of conduct contained in the West Virginia Wesleyan College Student Handbook, and any amendments to the Student Handbook as printed in official College publications. The Student Handbook can be accessed in hard copy in the Office of Campus Life, and it can also be found online.

#### IV. RESIDENCE LIFE POLICIES & COMMUNITY STANDARDS

#### **Community Expectations**

By enrolling at West Virginia Wesleyan College, students voluntarily make a decision to become part of a living and learning community, which expects mutual respect, honesty, and trust. The Office of Campus Life is committed to providing residents with a safe and inclusive learning environment where students are able to engage with students from different backgrounds to expand their awareness.

The Office of Campus Life and the Wesleyan Community are also proud to be committed to providing inclusion and

support to transgender students. WVWC is committed to providing a safe and inclusive campus to transgender students by:

- Providing safe, accessible, and convenient bathroom/restroom/locker room facilities.
   Students, faculty, staff, and campus guests shall use the bathroom/restroom/locker room facility that corresponds with their gender identity or utilize bathroom/restroom/locker room facilities that are designated gender inclusive.
- Providing a variety of options for on-campus housing, based on deposit date, and allowing students to access housing consistent with their gender identity.
- Permitting transgender students to participate in all athletic activities as outlined by the NCAA transgender student guiding principles.

West Virginia Wesleyan College allows campus community members and students to use the facilities that correspond to their gender identity, not the gender assignment or the gender on their birth certificates. The responsibility for determining an individual's gender identity rests solely with the individual.

#### **Prohibited Items**

The following items are not permitted to be used or stored in the residence halls. This is not an exhaustive list, and the Office of Campus Life reserves the right to confiscate items it deems to be unsafe for community living. The Office of Campus Life also reserves the right to determine if a student should or should not be fined for an item confiscated that is not specifically stated on this list.

- Illegal substances including, but not limited to: alcohol (if under 21), drugs and other controlled substances, and alcohol and drug paraphernalia. See the Alcohol and Drug polices for specific policies on prohibited items.
- Weapons including, but not limited to: firearms, BB guns, paintball guns, knives larger than a pocket knife, pellet and air guns, pepper spray, mace, tasers, stun guns, or any type of weapon or ammunition. Any student found to be in possession of a weapon will also be referred to the College student conduct system.
- Heat-producing appliances including, but not limited to: hot plates, heating/immersion coils, electric fry pans or grills, air fryers, toaster ovens, toasters, electric heaters, halogen lamps, and fog machines.
   Additionally, the following items are only permitted if they have an automatic shut-off feature: coffeemakers, irons, and hot water pots/rice cookers.
- Other fire/safety hazards, including but not limited to: decorative lights that are <u>not</u> LED classified, nonsurge protected extension cords and non-UL approved electrical products, fireworks or explosives of any kind, propane, gasoline, kerosene, gas grills,

- acid, other hazardous chemicals, motorcycles, mopeds, and other gas-powered vehicles. Additionally, candles, wax warming burners, and incense, even if unlit and used decoratively, are prohibited.
- Large appliances, including but not limited to: smokers, chest freezers, and refrigerators larger than 3.2 cubic feet; additionally, air conditioners, including portable air conditioning units and humidifiers acting as a cooling unit, are prohibited unless approved by the Office of Campus Life as a special accommodation.
- Other miscellaneous items including, but not limited to: bullhorns, hover boards, megaphones, hookahs, waterbeds, hot tubs, dart boards/darts, traffic signs, ceiling fans, and wireless routers.

All prohibited items will be confiscated and held by members of the residence life staff. Confiscated items will be returned to the student when they leave for the next break or closing, except in cases where it is illegal for the student to have the item. Confiscated items that are not collected by the student before end-of-year closing will be treated as abandoned property (see Cancellation Policy after Occupancy).

In addition to confiscation, students who possess prohibited items may also receive fines and others sanctions for violating the Prohibited Item policy. See the Housing and Residence Life Fees, Fines, and Other Sanctions list for information.

# **Alcohol**

Residents and visitors must abide by state laws referring to alcohol use and possession. It is unlawful for anyone under the age of 21 years to purchase, consume, or possess alcoholic beverages.

- Loud or disruptive behavior or drinking habits that otherwise interfere with the rights of others or lead to other violations of college policies are reasons for disciplinary action, regardless of a student's age.
- Alcoholic beverages may not be consumed or carried in open containers in hallways, lounges, courtyards, kitchens or other public areas, regardless of a student's age. Individual residence halls rooms with their doors open are also to be considered public area. When residents of legal drinking age are transporting alcohol on campus, it must be in a closed container and an opaque bag. Open and/or unconcealed alcohol will be considered evidence of public consumption.
- Kegs, beer pong balls, or other forms of a common supply of alcoholic beverages are strictly prohibited on College premises, including residence halls.
- A student of legal age who possesses more than a total of 192 ounces of alcohol beverages or exceeds any one of the following, even in the privacy of their own residence hall room, will be in violation of the

mass quantity regulation.

- 12 sixteen ounce containers of beer or equivalent
- 2 liters of wine (2 half gallon)
- 12 twelve-ounce wine coolers
- One liter of distilled spirits (1 and ½ fifths)

The maximum amount of alcohol allowed in a single room/apartment/off-campus house is determined by the number of residents and does not include the number of guests.

- Students are prohibited from storing or possessing empty alcohol containers in rooms, suites, or bathrooms. "Empties" should not be used as a form of decoration in a residence hall room. If empty alcohol containers are found in the residence halls, staff will assume that the residents of the room or suite and any students present in that space are or were in possession of alcohol and have a shared responsibility for the containers.
- Alcohol may not be consumed or present (even if unopened) in private rooms where any occupant (present or not) or a guest is under the age of 21. Individuals under the age of 21 who are discovered in a room where alcohol is being consumed or present may be found in violation of the underage use policy. Individuals who are of legal drinking age may also be found in violation of the College's alcohol policy for furnishing alcohol to a person under the age of 21.
- Because possession of alcoholic paraphernalia may be viewed as evidence of consumption, alcoholic paraphernalia cannot be present in a room where any occupant is under the age of 21. This includes shot glasses, wine glasses, empty containers, corkscrews, etc. A resident who is of legal drinking age may possess alcoholic paraphernalia if all occupants of the room are 21 and older. Even still, these items should not be used decoratively or displayed openly, since alcoholic paraphernalia in the presence of underage guests will suggest that illegal alcohol consumption may have occurred.

Residents and visitors who violate these policies will be asked to dispose of all alcohol on their person and in the room the violation occurred. Additionally, any prohibited alcoholic paraphernalia will be confiscated and only returned at break closings as appropriate (see Prohibited Items policy). All students who are alleged to have violated the alcohol policy will be put through the College's student conduct system and face student conduct action and sanctions.

#### **Bicycles**

Bicycles may not be kept anywhere inside academic or administrative buildings, residence hall rooms, or in public areas of the residence halls. A bicycle storage room is located in the basement of Benedum Hall. Students are able to use this storage facility upon requesting a key from the Office of Campus Life Office Manager. Keys are checked out for the duration of the academic year and returned to the Office of Campus Life at a designated time during Spring Semester. If a bicycle room key is lost, stolen, or misplaced, the student is responsible for the \$75 lock replacement fee.

Other bicycle storage locations may be found in the Holloway Hall basement and outside the Meditation Chapel.

Bicycles may not be ridden in residential facilities, and the College will confiscate bicycles improperly placed in any student housing. Wall mountings to store bicycles are not permitted, and any damages caused by the storage or transportation of the bicycle are the responsibility of the bicycle's owner. Bicycles left on campus over the summer will be considered abandoned property and will be removed by Campus Security.

Motorcycles, mopeds, and other motorized vehicles must be parked in designated parking lots only. Scooters with ion batteries cannot be stored in residence hall rooms.

Students who violate this policy may forfeit their privilege to have a bicycle on campus.

# **Building Fines**

If damage to shared spaces in a building occurs, and if the violator doesn't come forward or isn't identified, the residents of the floor/building (depending on where the damage occurred) will share the fine/charge.

# Climbing/Repelling

Climbing trees or the outside of College-owned buildings is strictly prohibited. The use of rappelling equipment on College-owned property is also strictly prohibited.

# **Commercial Enterprise**

Personal business enterprises shall not be conducted in or from the College residential facilities.

#### **Door Propping**

A student who enters or leaves the residence hall is responsible for securing the door. Propping or otherwise preventing any door from being completely secure is a serious safety violation and is subject to a fine. If door propping because a consistent issue for a building or floor, building fines may be issued.

# **Drug Use & Possession**

Students may not possess, use or distribute any illegal controlled substances on College premises. The manufacture, delivery, or possession with the intent to manufacture or deliver a controlled substance is prohibited by the West Virginia Code (vol. 17, Chapter 60A) and is also strictly prohibited by the College. This applies to drugs that have a high potential for abuse, may

lead to chemical dependence, and are required by law to be prescribed or administered under supervision of a physician.

Drug paraphernalia is strictly prohibited. Drug paraphernalia includes, but is not limited to: rolling papers, roach clips, water bongs, pipes, hookahs, any form of homemade smoking devices or anything fashioned for such use.

#### **Furniture Misappropriation**

Students may not remove college equipment or furniture from its assigned room, suite, lounge, or other areas within a residence hall. Unauthorized removal of furniture within a building or from one building to another will be considered misappropriation.

# **Gambling**

Gambling is defined in the law as the making, placing, or receiving of any bet or wager or money or anything of value made in exchange for a chance to win a prize, stake or other consideration of thing of value, dependent on the result of any game, contest, or event in which the outcome is uncertain or a matter of chance.

Games of chance on which wagers are being made may not be played in any public area of a residence hall including individual residence hall rooms when the doors are open. Football pools or any other form of wagering on the outcome of an event may only occur between students within the confines of their bedroom or suite. These may not be posted or advertised in public places.

When students or visitors are playing poker or other games of chance in their room, no one may benefit from the game in any other way than as a result of the outcome of the game (i.e. students may not charge an entrance fee or take a cut from the amount wagered). Poker or other games of chance may be organized by the staff and may occur in public areas of the building only if there is no entrance fee, no wagering on the outcome, and no prize of value awarded to the winner. Door prizes are allowed under the law, but these must be awarded on a purely random drawing. These games may not be used as fundraisers for individuals or groups.

#### **Guests & Visitation**

A room adequately accommodates students to whom it is assigned and a few of their guests. Overcrowding a room is a safety concern and is an issue of community welfare. There should never be more than 10 people in a room at any given time. Rooms with 10 or more people will be asked to disperse regardless of whether any other policies are being violated.

- Roommates must have full use of their own room at all times and must give consent to overnight guests.
- Even with the roommate's permission, guests are only permitted to stay overnight in a resident's room

two consecutive nights and a total of three nights a week. Overnight stays in excess of this number will be considered cohabitation, and the resident will be subject to student conduct action. This also includes non-student guests' inability to move to different residence halls to live on campus illegally. This particular action would be subject to removal from campus by the local authorities.

- Guests may stay overnight in student bedrooms only.
   They may not sleep in common or public areas.
- Hosts are responsible at all times for the activities and actions of their guests while they are visiting. Should guests violate any residence hall or College policy, they may be required to leave. Damages attributed to the guest may be charged to the host.
- Hosts must escort their guest at all times. Guests are not permitted to be in a resident's room unless their host is with them.
- If any roommate(s) feel(s) uncomfortable about a guest's presence in the shared living accommodation, the host must immediately ask the guest to leave.
- Unescorted guests will be removed from the building by residence life staff members. Residential students are considered guests in all residence halls other than their own and are expected to comply with this policy.
- Guests under the age of 18 may not spend the night in a Residence Hall unless that guest is a direct relation to the Host.
- Students are not permitted to rent their residence hall rooms to others. If found in violation, you will be processed through student conduct and sanctioned.

# **Hallways & Stairways**

Hallways and stairways must be kept clear for emergency exit and cleaning. Blocked hallways/stairways and other conduct that threatens or endangers the health, safety, or wellbeing of any person is prohibited in and around College residence halls and is subject to disciplinary action and sanctions. Students are responsible for understanding the Fire Safety Equipment and Procedures and all other safety and security procedures as described in the West Virginia Wesleyan College *Student Handbook*.

# **Keys & ID Cards**

Residents are required to comply with safety and security procedures in College residence halls and are prohibited from tampering with locked doors, admitting unauthorized people into buildings, and propping doors open. Each student will be issued a room key and swipe access through their student ID. Residence hall room keys may not be duplicated or transferred. If a resident loses a room key, he or she will be charged a \$100 lock replacement fee. Residents may not give their room keys or student identification card to anyone else for the purpose of obtaining access to their building or to their room; students who violate this policy will be referred to

the student conduct system.

If a student loses their ID Card a replacement can be purchased for \$30 in the Campus Life Office during normal business hours. Your student account will be billed.

#### Laundry

It is recommended that students should never leave laundry unattended, and machines should never be overfilled as that can burn up the motor of the machine. Damage/theft of laundry is the sole responsibility of the student operating the laundry equipment.

Students must download this app to use the machines:



# **Lockouts**

Students are not to admit unauthorized or uninvited persons into the residence hall at any time.

Lock-Out Procedure for Lost or Misplaced Keys & ID Cards

- 8:00 a.m.-4:30 p.m.—Contact the Campus Life Office
- 4:30 p.m.-8:00 a.m.—Contact the On-Duty RA
- Security should be contacted only as a last resort.

After 3 lockouts, the student will be charged a \$10 fine per lockout

#### **Noise & Quiet Hours**

Excessive noise is not permitted, including but not limited to:

- Noise that can be clearly heard outside of one's immediate residence hall room
- Excessive noise in a common area (e.g., hallways, bathrooms, lounges, etc.) during established quiet hours

# Quiet Hours are:

- Sunday-Thursday: 10 p.m.-8 a.m.
- Friday and Saturday: 12 a.m.-10 a.m.
- During final exam periods, including Reading Days, 24-hour Quiet Hours are in effect.

Courtesy Hours are always in effect when Quiet Hours are not. During Courtesy Hours, music, voices, or noise should

not be disruptive to the community. Noise that infringes on the rights of others to reasonable peace and quiet at any time will be considered a violation of Courtesy Hours. During Courtesy Hours, residents must comply with the requests of others to lessen or eliminate noise. Residents who are serious and/or habitual offenders of the noise policy will be referred to the student conduct system.

# Pets

Due to health standards and possible inconvenience to other residents, no animals (except for approved service or support animals) are permitted in the residential facilities. The only exception is fish in fish tanks up to 10 gallons in size. However, fish tanks must be unplugged, along with other appliances, during Winter Break. Students found to have a pet in the residence halls will automatically receive a \$100 fine and will have 24 hours to remove the pet from the residence hall before a room inspection. Failure of this inspection and/or repeated violations of this policy will result in referral to the student conduct system. For more information, see the Service and Support Animals Policy.

If an unapproved animal is creating a disruption to the community, every reasonable attempt will be made to contact the owner. If no contact can be made, the unapproved animal may be turned over to Animal Control officials.

# **Projectiles**

Students may not throw or cause to be projected any object or substance which has the potential for damaging or defacing College or private property or causing personal injury or disruptions. This would include, but is not limited to, throwing Frisbees or other athletic equipment inside the residence halls and throwing snowballs or water balloons or using water guns in the halls. Objects may not be dropped or thrown from windows, in stairwells or through other exits.

# **Roofs, Windows, & Screens**

Students may not be present on any residence hall roof or porch located above the first floor. Presence on these areas will result in disciplinary action. Screens may not be removed from windows.

#### **Roommate Contracts**

During the first two weeks of the semester, first-year students are required to complete a roommate contract with a member of the residence life staff. We highly recommend that returning students complete these contracts, but it is not required.

# **Service and Support Animals**

Students with disabilities may request a reasonable accommodation to possess a service or support animal. Students are required to submit official documentation of a disability and the disability-related need for the

assistance animal. Each request is evaluated by a committee of designated College officials. Students who are requesting this accommodation should contact the Office of Campus Life to obtain the proper paperwork and approval for animals on campus. Approval must be received before an animal is allowed in the residence halls. For additional information, students can also access the College's service and support animal policy in the *Student Handbook*.

If an approved animal is violating quiet or courtesy hours, or exhibiting another form of disruptive behavior, every reasonable attempt will be made to find the owner. If no contact can be made with the owner, the animal may be temporarily moved to a holding area. Students will be held accountable for the violation of the ESA Contract and may be required to take the animal home.

#### **Smoke Detectors**

Tampering with and/or disabling any fire safety equipment (including smoke detectors) will result in a \$50 fine from the College, referral for student conduct action, and possible sanctions imposed by the State Fire Marshal's office.

#### **Solicitation**

Solicitation in and around the residence halls is regulated by the College Solicitation Policy.

# **Sports**

Residents may not play any type of sport within the residence hall or in the immediate areas surrounding the

building. This includes, but is not limited to, bouncing, throwing, hitting, or kicking of balls or other objects which would be considered potentially disruptive or destructive to persons or facilities. Free weights in excess of 10 pounds are also prohibited. This includes play or real fighting or bouncing basketballs in stairwells, hallways, or rooms.

#### **Tobacco Free Campus Policy**

As of January 23, 2017, West Virginia Wesleyan College campus and property are a tobacco and smoke free. This affects all residence halls, grounds, exterior open spaces, parking lots, sidewalks, streets, driveways, athletic facilities, academic buildings, and all WVWC-owned or leased vehicles. This includes cigarettes, chewing tobacco, e-cigarettes, vape pens, etc. Under no circumstances should these items be used inside of a residential building, as they pose a serious threat to the health and safety of others. Students who are caught using tobacco products inside of a residence hall will be referred for student conduct action and face sanctions. Students who habitually violate this policy outdoors will be documented and put through the College's student conduct process.

#### **Annual Evaluation of Policy**

This policy agreement is reviewed annually by the Office of Campus Life and will be revised as deemed appropriate. Students who have questions or concerns about residential policy are encouraged to contact housing@wvwc.edu to schedule an appointment to discuss their concerns.

# VI. Housing and Residence Life Fees, Fines, and Other Sanctions

The following is a non-exhaustive list of fees, fines, and other sanctions associated with common housing and residence life actions/violations:

Housing and Residence Life Fees, Fines, and Other Sanctions			
Action/Violation	Fee/Fine/Other Sanction	Responsible Party	
Room Changes			
		Resident or	
		roommate(s) who	
		will not participate	
Room change outside of Friendly Move Period	\$100 Moving Fee	in mediation	
	\$100 Moving Fee + \$100 Fine; student conduct		
Unauthorized room change	referral	Resident	
Break Closings	¢35 500 /Do∷	Dasidant	
Extended stay (with approval)	\$25 Fee/Day \$25 Fee/Day + \$50 Fine; removal by Security	Resident	
Extended stay (without approval)	after 72 hours of unapproved stay	Resident	
Extended stay (without approval) End of Year Closing	after 72 flours of unapproved stay	Resident	
Improper check out	\$50 Fine	Resident	
improper check out	\$25 Fee/Day + \$50 Fine; removal by Security	Resident	
Late check out	after 72 hours of unapproved stay	Resident	
Unclean room	\$25 Cleaning Fee per room	Resident	
Unreturned key	\$100 Lock Replacement Fee	Resident	
onictaries key	9100 LOCK REPIREEMENT TEE	Divided equally	
		among all	
		occupants (unless	
		responsibility can	
Missing furniture/room fixtures	Restitution	be determined)	
-		Divided equally	
		among all	
		occupants (unless	
		responsibility can	
Abandoned property	Restitution for labor and disposal	be determined)	
Furniture Misappropriation			
		Divided equally	
	\$50 Fine per piece of furniture and student	among all	
	conduct referral; further student conduct	occupants (unless	
	action for failure to return furniture in 24 hours	responsibility can	
Lounge furniture in student room	and/or repeated offenses	be determined)	
		Divided equally	
	\$50 Fine per piece of furniture and student	among all	
	conduct referral; further student conduct	occupants (unless	
De any formatione to also	action for failure to return furniture in 24 hours	responsibility can	
Room furniture in shared space	and/or repeated offenses	be determined)	
	First Offense: \$100 Fine and 24-hour notice		
	before re-inspection; Second Offense: Room		
Using both sets of furniture for non-DAS	rate conversion to DAS effective date of first offense	Resident	
		nesident	
Miscellaneous	A5.5:	- · · ·	
Missed mandatory meeting	\$5 Fine	Resident	
Missing/incomplete housing paperwork	\$5 Fine	Resident	

Housing a	nd Residence Life	
Fees, Fines, a	and Other Sanctions	
Action/Violation	Fee/Fine/Other Sanction	Responsible Party
Health and Safety Violations		
		Divided equally
		among all occupants
	Temporary confiscation; \$25 Fine per	(unless responsibility
Prohibited item	item	can be determined)
		Divided equally
	First Offense: temporary confiscation;	among all occupants
	\$25 Fine per item; Second Offense:	(unless responsibility
Large appliances and unapproved AC units	student conduct referral	can be determined)
	First Offense: \$50 Fine; Second	Divided equally
	Offense: student conduct referral.	among all occupants
	Students may also receive sanctions	(unless responsibility
Tampering with a smoke detector	from the State Fire Marshal.	can be determined)
		Divided equally
	First Offense: \$100 Fine and 24-hour	among all occupants
	notice before re-inspection; Second	(unless responsibility
Unapproved animal	Offense: student conduct referral	can be determined)
	First Offense: Written warning and 72-	
	hour notice before health inspection; Second Offense: \$50 Fine and 24-hour	Divided equally
		Divided equally
	notice before re-inspection; Third Offense (and beyond): student	among all occupants (unless responsibility
Unclean room affecting the living environment	conduct referral	can be determined)
Room and Building Access	Conduct referral	can be determined)
ID Replacement	\$30 Fee	Resident/Student
Lost Key	\$100 Lock Replacement Fee	Resident
LOST NEY	\$10 Fine/lockout after 3 documented	Resident
Lockouts	lockouts	Resident
	Tockodes	Resident
Shared spaces		Distribute a socially
		Divided equally
		among all residents with access (unless
		responsibility can be
Cleaning/damage beyond normal wear and tear	Restitution	determined)
Cicaring, damage beyond normal wear and tear	Restitution	Applied to all
		residents with access
		(unless responsibility
Propped doors (persistent issue)	\$25 Fine	can be determined)
Policy violations		
		All residents and
	Permanent confiscation; student	guests present for
Alcohol and drugs	conduct referral	the incident
-		Divided equally
	First Offense: temporary confiscation;	among all occupants
	\$50 Fine per item; Second Offense:	(unless responsibility
Alcoholic paraphernalia	student conduct referral	can be determined)
		All occupants (unless
		responsibility can be
Weapons	Confiscation; student conduct referral	determined)

# VI. Important Housing and Residence Life Dates and Contact Information

August	19	Residence halls open for new students (8 a.m.) and returning students (2 p.m.)
September	1-2	Friendly Move Period
	4	Labor Day (classes cancelled; residence halls open)
	TBD	Family Weekend
October	TBD	Founders Day
	TBD	Homecoming
	12-13	Fall Recess (classes cancelled; residence halls open)
November	17	Residence halls close for Thanksgiving Break at 5 p.m.
	26	Residences halls re-open at 12 p.m.
December	12	Residence halls close for Winter Break at 7 p.m.
January	7	Residence halls re-open at 12 p.m.
	11-12	Friendly Move Period
	15	Martin Luther King Jr. Day (classes cancelled; residence halls open)
February	N/A	
March	1	Residence halls close for Spring Break at 5 p.m.
	10	Residence halls re-open at 12 p.m.
	11	Off Campus House applications are available
	15	Off Campus House applications due by 4:00 p.m.
	18-22	Same-room signups
	25-29	Displaced-student signups
April	1	Lottery Letters emailed
	?	Easter Recess (residence halls open)
	8-9	Housing Lottery
	TBD	Spring Weekend
May	1	Residence halls close for non-graduating students at 12 p.m.
	3	Baccalaureate
	6	Commencement (residence halls close for graduating seniors by 5 p.m.)
	13	Residence halls open for May Term students at 2 p.m.
	27	Memorial Day (classes cancelled; residence halls open)
June	7	Residence halls close for May Term students at 5 p.m.

Questions may be directed to the Office of Campus Life 304-473-8431 or <a href="mailto:housing@wvwc.edu">housing@wvwc.edu</a>

Alisa Lively, Dean of Students/Director of Campus Life Kenna Whitcomb, Assistant Director Bethany Slaughter, Coordinator of Campus Life Operations