

RESIDENTIAL COMMUNITY CONDUCT  
GUIDELINES AND ADMINISTRATIVE POLICIES

FALL 2007 - SPRING 2008



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THE GEORGE  
WASHINGTON  
UNIVERSITY

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WASHINGTON DC

**Residential Community Conduct Guidelines and Administrative Policies**  
**Fall 2007 - Spring 2008**

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## Community Accountability

The Assistant Dean of Students is responsible for all residential community regulations and policies. These regulations and policies are part of the **Housing License Agreement** between the University and the resident. Each resident should be familiar with these and other regulations that may be published later.

Each resident student is responsible for helping to maintain an acceptable residential environment, with the assistance of residence hall councils, community meetings, community compacts and residence hall staff. The residence halls help to round out the academic experience at GW by providing an atmosphere that can be academically as well as socially stimulating and supportive.

Violation of regulations will result in administrative and/or disciplinary action by the University through the Office of Student Judicial Services (SJS) or its designee. These Residential Community Conduct Guidelines and Administrative Policies (RCCGs) shall apply to all residential communities owned or leased by the University through GW Housing Programs, including residence halls and townhouses. It is expected that students living in other housing situations not owned or leased by the University will comply with laws, rules and regulations applicable to such housing. Failure to comply may at the discretion of the University result in disciplinary action. A student who is accused of being an accessory to a violation is subject to the same charges as the perpetrator of the violation. Disciplinary action could result in a range of sanctions including suspension or termination of the Housing License Agreement for the remainder of the current academic year and/or for an indefinite time period and/or revocation of the privilege to reside in University-owned/controlled housing for successive year(s).

Serious violations of regulations may result in the imposition of an interim removal from University Housing and/or suspension from the University, pending the outcome of a hearing. Violations of the "Code of Student Conduct" ("Code") in a residence hall may also lead to suspension or expulsion from the University.

## Residential Community Conduct Guidelines

### *I. Community Standards*

#### **1. Conduct Guidelines**

**All University students are subject to the following conduct guidelines that are particularly applicable to conduct in the residence halls. A student's conduct at the University should always be governed by respect for the rights of others. The following types of conduct are unacceptable:**

##### **A. Depriving Others of Their Rights**

Students are free to express themselves in a responsible manner. Such expression is unacceptable when the expression impinges on the rights of others, or when it disrupts administrative activities or approved programs or events. A roommate who subjects others in the room to systematic stress and harassment will be subject to disciplinary action. In cases where it becomes clear that roommates have irreconcilable differences, an immediate administrative move of some or all parties may be made in addition to possible disciplinary action.

##### **B. Damaging Another Person's Property or University Property**

In instances where damage to property occurs (including littering and defacement of property with graffiti), the student causing the damage will be expected to compensate the owner for the loss of the property and will be subject to disciplinary action. When University property is damaged, the student will be required to make restitution regardless of further disciplinary action. Students of residence hall rooms will be held responsible for damage to the room and/or furnishings. Repair of GW property will be completed by The George Washington University or a contractor selected by the University. Students are not permitted to make repairs themselves or contract the repair work..

##### **C. Verbal Abuse**

Verbal abuse, threat of force or intimidation of others is unacceptable and is subject to disciplinary action.

#### D. Chronic Misbehavior

A resident establishes an unacceptable pattern of misconduct when he or she frequently violates University Policy, although individual offenses might be minor. A pattern of recalcitrance, irresponsible conduct or manifest immaturity may be interpreted as a significant disciplinary problem. Students must comply with the directives of University personnel, including hall staff, University Police officers and others appointed by GW Housing Programs staff and/or UPD. Failure to comply with disciplinary sanctions imposed by proper authority is unacceptable conduct and will result in severe disciplinary measures. **Generally, the third violation of any policy may result in a referral for termination of the Housing License Agreement.**

Students who occupy an inordinate amount of staff time and energy reflecting their dissatisfaction with residence hall living, and/or who exhibit behaviors that signify their inability to live in a residential community may be required to meet with GW Housing Programs staff to discuss whether the student should be moved to another hall, continue in residence and/or whether their Housing License Agreement shall be renewed for a future academic year. The University reserves the right to not renew or revoke a Housing License Agreement or to move a student at its sole discretion.

#### 2. **Theft, Unauthorized Possession**

Any type of theft, unauthorized appropriation or unauthorized possession of the property of another including "theft of services" is unacceptable behavior and will result in disciplinary action. "Theft of services" includes, but is not limited to, such activity as tampering with coin-operated vending machines or laundry facilities in order to use them without paying the proper amounts and unauthorized use of GWorld cards, ATM cards, credit cards, checks or computer systems. Theft of personal and University property is a violation of the law and may be dealt with by both University and local law enforcement authorities.

#### 3. **Noise**

All students will be respectful of others within their community. All students have the right to sleep and study without undue interference. Noise that interferes with or has the potential to interfere with those rights is considered a violation. All students are expected to help maintain an atmosphere suitable for study during those hours when their roommates or other students are studying or sleeping. Students should respond to requests from other students or staff members to lower the noise level of their activity, and to adhere to hall quiet hour rules. Excessive noise may be defined as, but is not limited to, the following: blaring stereos, banging on doors or walls, shouting out windows or down hallways, music, shouting or talking which is audible beyond the confines of the room. Failure to respond to requests to lower the noise or music level will result in disciplinary action. During reading days and final exams quiet hours will be in effect 24 hours per day, unless expressly authorized by GW Housing Programs. **In general, a student's right to quiet supersedes any other student's right to make noise.**

#### 4. **The Playing of Sports**

The playing of sports of any kind in the hallways and/or other common areas of the residence halls is prohibited. This includes, but is not limited to: water fights, biking, in-line skating, skateboarding, or "hall ball" of any kind.

#### 5. **Visitors and Guests**

Students will be held responsible for the behavior of their guests and for their guests' adherence to hall and University regulations. A primary obligation of GW Housing Programs is to attempt to insure adequate study and sleep conditions for resident students. These priorities take precedence over students' social activities.

Two important overall considerations govern in permitting visitors and guests in halls and rooms. One is the need to provide for the rights of roommates and neighbors not having company, and the other is the need to protect students from access to the halls and rooms by unauthorized individuals.

Visitors are non-residents of a room or hall, including, but not limited to: GW students who reside in other halls. Under normal circumstances there are no restrictions governing hours when authorized visitors may be admitted to halls. **Visitation policies are not intended to provide for overnight accommodations. However, where visiting hours are determined by a community compact or other University directives, these policies must be followed.**

Overnight guests must be members of the same sex as the host or hostess and are to stay in rooms only if cots or beds are available and in total number consistent with the maximum occupancy limit in each room, and by approval of all roommates. Cots should be requested through the Office of Residential Property Management (RPM) 72 hours prior to need. If requested less than 72 hours in advance, delivery may not be possible.

**Overnight guests are not to be issued keys by staff or given keys by their host or hostess. Guests may not remain in a hall more than three nights per month. No guests will be permitted during reading and examination periods, or during vacation periods.**

The following rules apply to visitors and guests:

- A. Persons wishing to visit a resident of a hall must gain entry through use of the Automatic Door Answering Service (ADAS). All visitors and guests must present IDs and register with staff if instructed to do so. Students being visited must come down to the desk to sign in their visitors and guests.
- B. Students will be held responsible for the behavior of their visitors and guests and for their adherence to hall and University regulations.
- C. Hosts or hostesses must escort their non-resident guests at all times. The University reserves the right for GW Housing Programs or UPD staff to require proof of identity from and to remove any unescorted non-resident.
- D. Visitation must not interfere with sleep or study of roommates and neighbors. Students must be considerate of the rights and feelings of others and must respect the privacy of roommates.

- E. Private and/or intimate behavior that may make others uncomfortable is not acceptable in a group living situation that is necessarily semi-public.
- F. Limitations may be placed on the number of visitors and guests a resident may have at any one time. A hall may be closed to non-students at any time in order to insure the safety and welfare of the resident population.
- G. Students may not admit to the halls individuals who are not known by them nor are their own personal visitors. University personnel, including University Police officers and others appointed by GW Housing Programs staff and/or UPD are instructed to prevent admittance of unauthorized individuals when they observe it. Cooperation with this rule is essential to safety of persons and property
- H. Additional sign-in procedures, which may include requests to show additional forms of identification, may be put in place in any hall where it is deemed necessary to maintain a safe and secure environment. These procedures will be available in the hall.

Conflicts or problems regarding visitation and infractions of visitation or guest policies or procedures will be handled through disciplinary action, as appropriate.

Additionally, visitors and guests in violation of stated policies may be escorted from the premises and barred from further entry into a residence halls or campus, after which their re-entry may subject them to criminal prosecution for unauthorized entry.

## 6. Animals

No animals of any kind, other than properly attended service animals for individuals with disabilities (registered through the Office of Disability Support Services) are permitted in University residence halls. In the event animals, including laboratory specimens, are found in a residence hall, the University reserves the right to have them removed and to bill the student(s) responsible for required extermination and cleaning services. Disciplinary action may be taken.

## 7. Smoking Policy

Smoking is prohibited in all University owned and operated residential facilities, including residence halls and townhouses. Students may not smoke tobacco, cloves or any other item inside a residential facility. Students are prohibited from smoking cigarettes, cigars, pipes, hookahs or any other method to smoke inside a residential facility.

## II. Alcohol and Drugs

### 1. Alcohol

The possession and consumption of alcoholic beverages in residence halls at The George Washington University is permitted only as outlined in Section II.1 of this document. Possession which constitutes a violation of this section could occur when an underage student is in a room where any quantity of alcohol exists (a) when the room is not assigned to at least one person who is at least 21 years of age OR (b) when the room is assigned to at least one student who is at least 21 years of age but that person is not present in the room when the alcohol is present.

In addition to the restrictions and obligations imposed by law regarding the use of alcohol, students must give due consideration to other students' rights to an alcohol-free environment. Staff will confiscate or ask students to dispose of alcohol in the possession of underage students. If items are confiscated from rooms and no resident accepts responsibility for the items, all students of the room will be held accountable. Students found to be "in violation" of Section II.1, shall, at a minimum, be fined and referred to an educational program. Violation of Section II.1 may result in termination of the Housing License Agreement, and/or possible suspension or expulsion from the University. See Section VI.1 regarding termination of the Housing License Agreement.

District of Columbia Alcoholic Beverage Control Laws: George Washington University students are required to abide by District of Columbia Alcoholic Beverage Control laws.

The following are recommended **minimum** Sanctions for Violation of the Alcohol Policy:

1st offense: \$50 fine and required participation in an alcohol education program;

2nd offense: \$100 fine and required assessment by a certified service at the student's expense;

3rd offense: Conference with the Dean of Students or a designee to determine the viability of the student's remaining at the University.

***Parental notification will be implemented for alcohol offenses as allowed by law.***

- A. Possession of alcohol in common areas is not permitted.
- B. Kegs and other bulk or common source containers, as well as large quantities of alcohol are prohibited. Possessions of kegs or other bulk/common source containers may result in termination of the Housing License Agreement, in addition to other sanctions.
- C. The possession, sale, service and consumption of alcoholic beverages elsewhere in University housing is prohibited except as provided in the Alcoholic Beverage Consumption and Distribution Policy.
- D. Possession of alcoholic beverages by those of legal age is permitted as follows:
  - i. Alcoholic beverages are permitted in University housing only in the rooms of students who are of legal age to possess such beverages.
  - ii. Alcoholic beverages must be in a closed and concealed container when transported to, from and within any residence hall.
  - iii. Underage guests/occupants shall not be served nor permitted to consume alcoholic beverages.
- E. Student organizations holding events in University residence halls shall comply with GW's Alcoholic Beverage Consumption and Distribution Policy. Clubs and organizations must also abide by any policies imposed by organizations with which they are affiliated, provided these policies are not inconsistent with University policy.

**Sanctions for alcohol offenses will be issued on a case-by-case basis. Different sanctions may apply to individuals who have a history of disciplinary action or, in addition to an alcohol violation, exhibit other violent or**

**disruptive behaviors. For a complete list of sanctions for violations of the University Drug and Alcohol Policy, see the “Code of Student Conduct”.**

## 2. Drugs

Possession, use, distribution, manufacture or sale of legally controlled substances is prohibited. The possession of paraphernalia in conjunction with drugs or drug residue is prohibited. The University may deem any prohibited substance found in a student’s room to be in the student’s “possession.” Distribution includes the sharing in any way of legally controlled substances or prescription medication. In addition to the restrictions and obligations imposed by law regarding the use of drugs, students must give due consideration to other students' rights to a drug-free environment. University Police will confiscate drugs and paraphernalia in the possession of students. If items are confiscated from rooms and no resident accepts responsibility for the items, all students of the room may be held accountable. Violators may also be referred for prosecution by local law enforcement authorities. Students found to be “in violation” of Section II.2 shall, at a minimum, be fined and referred for evaluation and/or an educational program. Violation of Section II.2 may result in the termination of the Housing License Agreement and possible suspension or expulsion from the University. See Section VI.1 regarding termination of the Housing License Agreement.

The following are recommended **minimum** Sanctions for Possession and/or use:

- 1st offense: \$50 fine, required participation in a drug abuse education program and eviction from residence halls;
- 2nd offense: \$100 fine and required evaluation by a certified service at the student’s expense;
- 3rd offense: Conference with the Dean of Students or a designee to determine the viability of the student’s remaining at the University.

Manufacture, distribution, possession with intent to distribute drugs: One year suspension.

*Parental notification will be implemented for drug offenses as allowed by law.*

**Sanctions for drug offenses will be issued on a case-by-case basis. The type of drug involved may also impact the sanction issued. For a complete list of sanctions for violations of the University Drug and Alcohol Policy, see the “Code of Student Conduct”.**

## III. Health, Safety, and Security

### 1. Identification

Upon entering a residence hall, all persons will be required to either swipe their GWorld card or present photo identification. All students and non-students must present proper identification on request of any hall staff or University official. Failure to do so, or presentation of altered identification, will result in disciplinary action taken by the University. Please note that it is a violation for any student to lend his or her GWorld card to someone else. A student found using another person’s GWorld card will be subject to disciplinary action.

### 2. Misuse of Non-Transferable Documents or Instruments

The misuse of non-transferable documents or instruments, including I.D. cards and GWorld cards, and the unauthorized use of authorization or access codes for telephones, ATM cards, and the like will result in a judicial charge. An owner of a non-transferable document or instrument will be in violation of this section if the student willingly transfers or duplicates the document or instrument to another individual.

### 3. Excessively Aggressive Recruitment Tactics

Recruitment of students as potential new members of any group or organization shall not be conducted in an excessively aggressive manner. Recruitment activities that rise to the level of harassment shall be considered excessively aggressive. In the event recruitment activities are directed toward an individual after the individual has indicated that he/she does not wish to join the group or organization, the activities will be considered excessively aggressive. Continued visits, phone calls, e-

mails, and unreasonable pressure to join any group or organization are behaviors included within, but not limited to, the scope of this section. This applies to all students, all groups, campus organizations, nationally affiliated organizations and religious-affiliated groups.

#### 4. Fire and Safety

Fire safety equipment in the halls includes fire extinguishers, smoke detectors, "EXIT" signs, fire extinguisher cases, and all components of the sprinkler systems. Students who engage in activities listed in this section will be responsible for the cost of restoring the equipment to its normal operation and for the cost of any damage to the building and its contents, whether owned by the University or by the other occupants of the building. They may also be fined, and may have their Housing License Agreement terminated. They may also be charged and prosecuted for these offenses under the laws of the District of Columbia.

A. Tampering with Fire Safety Equipment: Regardless of whether fire apparatus responds or not, students shall not knowingly or negligently cause or attempt to cause a false alarm by setting off a fire alarm system or give any other common or recognized alarm of fire or bomb threat. Such action endangers the lives of other people and may cause damage to the persons and/or equipment responding to such false alarms.

Activating the emergency alarm in an elevator when no emergency exists is considered tampering with safety equipment, as well as a violation of the noise regulation, and will result in disciplinary action.

B. Tampering with, abusing, misusing or in any way reducing or eliminating the efficiency of smoke or fire detectors located in hallways, other common areas, or in residence hall rooms, and misuse or tampering with or purposefully or accidentally damaging fire extinguishers, sprinkler systems or any other fire or safety equipment is prohibited. **Do not touch or hang objects from sprinkler heads.**

NOTE: Tampering with fire safety equipment is an offense against the residential community and the University. Students who engage in such activities will be responsible for the cost of restoring the equipment to its normal operation and for the cost of any damage to the building and its contents, including belongings of other building occupants. Student violators may be placed on Disciplinary Probation, fined and be subject to termination of their Housing License Agreement, in addition to these sanctions, and may also be charged and prosecuted for these offenses under the laws of the District of Columbia.

- C. Bomb Threats: Regardless of whether fire apparatus responds or not, students shall not:
- i. make and/or communicate to another by any means any threat to bomb, burn, destroy or in any manner damage any place of assembly, building or other structure or any means of transportation;
  - ii. communicate to another, by any means of information, knowing the same to be false, as to the existence of any peril of bombing, burning, destruction or damage to any such place of assembly, building or other structure, or any means of transportation.
- D. Students shall not knowingly or negligently cause or attempt to cause a fire in a University building. Such action endangers the lives of other people and may cause property damage or loss. Students must adequately monitor items being heated in ovens. Students may also be charged and prosecuted for these offenses under the laws of the District of Columbia.

#### 5. Fire Drills

Immediately upon moving into a hall, every student should become familiar with fire exit routes and locations of fire extinguishers. Detailed instructions and procedures to be followed in case of fire and for fire drills are posted in every room. When a fire alarm sounds, all persons must immediately evacuate the

building, exiting by the most direct safe route. Occupants must evacuate the building to points sufficient to ensure their personal safety. All students must report to their designated evacuation points. All occupants must evacuate in a timely manner. Disciplinary action may be taken in cases of failure to evacuate in a timely manner.

## 6. **Creating Life or Fire Safety Hazards**

There is need for constant vigilance against the possibility of fire or other hazardous conditions in any group living situation. GW staff will conduct periodic Health and Safety inspections to monitor compliance with University policy on safety hazards. A violation of Section III.6 may result in termination of the Housing License Agreement, suspension, or expulsion.

**Prohibited life or fire safety hazards include, but are not limited to, the following:** Candles, incense, lanterns, oil lamps, flammable liquids for cleaning, heating or any other purpose, burners (objects with open flames), halogen lamps of any shape or style and any other potentially dangerous materials. Halogen lamps are illuminated by a tubular halogen bulb they present a serious fire hazard because they operate at temperatures much higher than regular bulbs. Exceptions for public use of candles for purposes of religious ceremonies/traditions must be made only in accordance with the local fire code and only if approved in advance and in writing by the Community Director, Director of GW Housing Programs, and/or the Assistant Dean of Students. Possession of firearms, ammunition, explosives, fireworks or other dangerous implements on the premises of the University without the specific authorization of the University, whether or not a Federal or State license to possess the same has been issued to the possessor, is prohibited. Use of heat-producing appliances for food preparation in resident rooms or in any other area not specifically designated for this purpose is prohibited. Hanging sheets or similar combustible materials is prohibited.

University buildings and office areas are to be entered only during scheduled hours. It is prohibited for a person to enter any area where access is limited to only authorized personnel (e.g. attics, roofs, tunnels, equipment and storage

rooms, private housekeeping closets, private office areas, unoccupied student residence hall rooms, unoccupied University-owned apartments, etc.) except where permission has been granted in each instance. Climbing, rappelling, or any related activity is prohibited on campus residential buildings or structures. Alarms and emergency stop buttons located in elevators are to be used only in cases that dictate an emergency. Elevator maximum capacity limits are to be followed. Jumping, shaking and related activity is prohibited in elevators. Sanctions for violations of this article will be issued on a case-by-case basis. If students are charged, sanctions can range from censure to termination of the Housing License Agreement, and/or suspension and/or prosecution in the District of Columbia. The University strongly discourages possession and use of fire ladders. All students are advised that the University will bear no responsibility for the use of these ladders under any circumstances and that non-emergency use of such ladders will result in disciplinary action.

## 7. **Electrical Equipment - *in relation to the use of heat-producing appliances for food preparation in resident rooms and other areas not designated for this purpose.***

Each residential room is provided with a microwave and refrigerator unit. Therefore, students may not bring refrigerators or microwave ovens into residential properties owned/controlled by The George Washington University. Hot plates, George Foreman grills, sandwich makers, and the like are strictly prohibited in residential properties owned/controlled by The George Washington University without private kitchens in the unit. Although the University will not provide them, it is permissible to bring the appliances mentioned above into residence halls with private kitchens. Coffee makers equipped with an automatic shut-off feature are permitted in any residential properties owned/controlled by The George Washington University. All appliances must be Underwriters Laboratories (UL)-approved. Except for the microwave unit provided by the University, kitchen equipment used for heating purposes, including all of the aforementioned equipment, is prohibited in

residence hall rooms without kitchens. In addition, the use of heat producing appliances for food preparation in the residence halls or in any other area not specifically designated for this purpose is prohibited. Appliances provided by the University in apartment accommodations are excluded from this section.

#### **8. Endangering Behavior**

Behavior of any kind that imperils or jeopardizes the health or safety of any person or persons is prohibited. This includes any actions that are endangering to self or to others.

#### **9. Throwing or Dropping Objects from Windows, Balconies, or Rooftop Decks**

Intentional or unintentional throwing, dropping, allowing to fall, lowering or in any way putting any object, solid or liquid, out of a residence hall window or from a residence hall balcony or rooftop deck is strictly prohibited. If the offender cannot be determined, charges may be assessed and equally billed to all students of the residence hall where the damage occurred. When such acts seriously threaten or injure the life, safety or property of others, a violator may have their Housing License Agreement terminated.

### *IV. Violation of the Law*

The University is a part of the larger community, and students enjoy no special status in that community. As citizens, students retain their full rights and, likewise, they are also expected to obey all federal and local laws, including drug and alcohol laws. The University cannot and will not protect students from the consequences of violations of the law. When appropriate, cases of student misconduct will be referred for prosecution by local law enforcement authorities, in addition to being subject to University disciplinary action. Violation of the law will result in disciplinary action independent of any action by local law enforcement authorities.

### *V. Residence Halls & University Facilities*

#### **1. Screens and Balconies**

Screens are to be left in and closed at all times. Doors to balconies that the University has prohibited access to may not be tampered with by students to permit access.

#### **2. Furnishing of Rooms**

Students are responsible for all furniture and furnishings provided by the University. University furnishings may not be removed or disassembled. Students will be assessed for damage repair costs and/or replacement of damaged or missing University furnishings assigned to their room. Room furniture may not be stored on balconies or patios.

Public area furniture is not to be moved into student rooms or other non-designated areas. Students who deprive others by such moves may be referred for judicial action. Waterbeds, hot tubs, spas, loft beds, platform beds (and the like), door installation or removal and construction of any kind are forbidden. Any student found doing so will be required to remove it immediately and will be held financially responsible for any and all damage sustained by the University through its presence and costs associated with removal and/or repair.

#### **3. Care of Rooms**

Students are responsible for the care and condition of their rooms. Students have the responsibility for the cleanliness of their rooms and apartments. Rooms that become excessively unsanitary as to create health hazards will be ordered to be cleaned by the students or by specific assignment of housekeeping personnel, if necessary. Students will be charged for these additional services and may be subject to disciplinary action up to termination of the Housing License Agreement. Students are responsible for reporting repair items immediately upon discovery.

Clothing, banners, posters, lights, lit signs or the like, must not be hung in the windows or outside of the buildings. Food, plants, or other items are not to be kept on outside windowsills. (As stated in Section V.1, screens are to be left in and closed at all times.)

#### **4. Responsibility for Damage and Loss of University Property**

Students are responsible for damage beyond normal wear and tear to University property. At check-in each student is given a room inventory form. This form is to be completed, listing the furnishings and describing the condition of the

room. Before the student leaves the hall, this form will be used by a staff member, sometimes in the company of the student, to assess the condition of the room. Any discrepancies not attributable to normal use will be charged to the student. Students who fail to check out or clean their rooms properly will be assessed a fee, in addition to the cost of damages or losses attributed to them. The room inventory and damage assessment process is managed by Residential Property Management (RPM).

Students, individually and collectively, are also responsible for maintaining the condition of common-use areas and furnishings therein. Littering and defacement of property with graffiti will not be tolerated. Students littering, defacing, or damaging common-use areas and areas surrounding the residence hall will be charged for the cost of increased cleaning services required, or repairs and replacements as necessary. Negligent students may also be subject to disciplinary action. Charges for damage to common-use areas may be assessed and billed equally to all students of the residence hall where the damage occurred. If damage by a student or otherwise should occur in the residence hall room or common space, students may not hire outside contractors or vendors to perform repairs.

Non-payment of damage assessments or fees will result in an encumbrance being placed on the student's record. Grades, future registration, transcripts, diplomas, participation in future Housing Selection processes, and other academic information will be encumbered until accounts are settled. Please see Section VI.3.

#### **5. Solicitation**

Soliciting and selling in residential properties owned/controlled by GW Housing Programs is strictly forbidden. Students are not allowed to conduct private businesses or to use their hall telephones or computers for this purpose. Students engaged in such activities will be subject to disciplinary action. This includes conducting business from an on-line service provided by the University over the Internet from a residential property. Students must follow the Code of Conduct for Users of Computing Systems and Services, and Network Publishing

Guidelines. Both documents can be found on the University Web site at: <http://www.gwu.edu>. Fund-raising activities by recognized student groups may be authorized within specific guidelines approved by the Assistant Dean of Students or designee, and enforced by each hall council and GW Housing Programs staff.

#### **6. Postering in the Residence Halls**

Postering and palm carding is subject to specific guidelines and only approved materials may be posted. Posters and palm cards may not be placed on any painted wall surface and must be on hall bulletin boards. Copies of postering guidelines are available at the GW Housing Programs Resource Center.

Posters and palm cards must be approved by the GW Housing Programs Resource Center, located in the John Quincy Adams House at 2129 Eye Street. Students found postering, distributing, or littering unapproved fliers, posters or palm cards will be charged through the judicial process.

### *VI. Administrative Policies*

#### **1. Termination of the Housing License Agreement**

A student whose Housing License Agreement is terminated is not entitled to a refund for housing, all payments are forfeited. A student whose Housing License Agreement is terminated is *Persona Non Grata* (PNG) to all University residence halls and University-owned or controlled rental properties. Students who are PNG to the residence halls may not visit in nor be seen around any such buildings. If a student violates a PNG directive, he or she will be trespassing. Students who are PNG to the residence halls may not use dining facilities located in residence halls. The unused portion of the dining plan may continue to be used in other venues for the semester it was purchased as long as the student continues to attend GW. No refunds will be made for unused Colonial Cash.

#### **2. Cancellation of the Housing License Agreement**

Each student requesting space in the residence halls is required to submit either electronically or by paper, a Housing License Agreement for an academic year, Fall and Spring semesters. Generally, students submitting a Housing

License Agreement will remain in residence for consecutive semesters.

A student, not required to reside in housing under Section VI.4, may cancel their Housing License Agreement under the following circumstances listed in subsections A-D of that section. The student must notify the Office of GW Housing Programs in writing by completing the "Request to Cancel the Housing License Agreement" form. In the event of cancellation, the student will be charged a cancellation fee as outlined.

- A. Third- and Fourth-Year Students Assigned to Campus Housing  
**Prior to April 2, 2007**, any Third- or Fourth-Year student may cancel their housing assignment for no cancellation fee, rather than be assessed the entire housing charge.
- B. Third- and Fourth-Year Students Assigned to Campus Housing  
**Prior to May 4, 2007**, any Third- or Fourth-Year student may cancel their housing assignment and only be assessed a \$300 cancellation fee, to be charged to their student account, rather than be assessed the entire housing charge. **Any Third- or Fourth-Year who requests to cancel their housing assignment after May 4, 2007 will be responsible for the entire housing charge**
- C. Students assigned after May 4, 2007  
**When assigned after May 4, 2007**, a Third- or Fourth-Year student has five business days from the date of their assignment to cancel their housing assignment and only be assessed a \$300 cancellation fee to be charged to their student account if not otherwise required to live in on-campus housing by the Residency Requirement. **After five business days the student will be assessed the entire housing charge for the entire academic year.**
- D. Students not returning to the University  
Any student not returning to the University for reasons of graduation, being academically dismissed (at the end of Fall 2007), or for government service (at any

time) will have their housing license agreement cancelled. Such student will not be assessed a cancellation fee.

- E. Students studying abroad  
Students studying abroad in a GW recognized program will not be assessed a cancellation fee provided that proper documentation is provided verifying that the student will be studying abroad in a GW recognized program.
- F. Students Transferring to Another College or University or Taking an Academic Leave of Absence  
Students not returning to the University due to transferring must submit a copy of their official acceptance letter to another college or university with this form. Students taking an academic leave of absence must submit documentation from their GW school or college indicating an approved official leave of absence. Students transferring or taking a leave of absence will not be assessed a cancellation fee providing that proper documentation is provided verifying that the student will be transferring or taking a leave of absence.

**The Housing License Agreement terminates automatically 24 hours after the student's last examination in the Spring, or as of the date shown on the Housing License Agreement, whichever occurs earlier. The Housing License Agreement also terminates within 24 hours of the established dates by when students must be registered with the University. Except in unusual circumstances or by arrangements approved in advance by a Community Director, all students and their property must be moved from the halls within 24 hours after their last examination.**

**Fall 2007 Closing is noon, December 22, 2007 and Spring 2008 Closing is noon, May 14, 2008. Students are responsible for ensuring that they are properly checked out of the hall. Graduating Fourth-Year students may remain until noon of the day following Commencement exercises, Monday, May 19, 2008.**

Items left in a student's room after termination of the Housing License Agreement shall be treated

as abandoned property and disposed of by the University in its sole discretion. Any costs associated with such disposal will be the responsibility of the resident abandoning the property.

The use of student rooms, apartments and townhouses is limited to residential student housing use, and is not to be used for any business or commercial use or any social organization, groups, including but not limited to Greek social organizations, associations, clubs or non-Greek organizations, etc. At the University's sole discretion, exceptions to this policy may be made.

### 3. Residence Hall Payments

Residence hall fees are subject to University policy regarding late payment. That policy is found in the University Bulletin and states in part:

*"After registration is completed, students who fail to make any payment when due will be automatically charged a \$50 late-payment fee and will be subject to the interest charge of 12 percent per annum. Accounts that become 30 days past due will be financially encumbered...and the Student Accounts Office will notify the Registrar to withhold grades, future registration privileges, transcripts, diplomas, and other academic information until the account is settled. Financial settlement will require payment in full of all amounts due to the University..."*

*"A student whose check is returned unpaid by the bank for any reason will be charged a returned check fee. If the check is not paid within 15 days, the student's account will be financially encumbered, with the same restrictions and penalties as for late payment enumerated above."*

### 4. Eligibility for Campus Housing and the First- and Second-Year Student Residency Requirement

Campus Housing is available to matriculated undergraduate student, who are registered for coursework for a minimum of 12 credits (or for a minimum of 3 credits when enrolled in the last semester culminating in graduation).

Pursuant to an order of the Board of Zoning Adjustment (BZA), the University requires all first-year and second-year students to reside in on-campus housing in compliance with local Washington, DC zoning laws. Exemptions to this residency requirement may be made by completing the "Residency Requirement Exemption Request" form. Exemptions are only considered if submitted under published deadlines, are reviewed on a case-by-case basis, and are only considered if one the following criteria are existent:

- *Students who are commuters from outside of the Foggy Bottom/West End area.*
- *Students who have established permanent residency prior to enrollment or living with parent(s) or guardian(s) who have established permanent residency within the Foggy Bottom/West End area.*
- *Students who are married.*
- *Students with children.*
- *Students with documented disabilities that cannot be accommodated within the residence hall living environment.*
- *Students with religious beliefs that cannot be accommodated within the residence hall living environment.*

Guidelines for an exemption from the University housing requirement are available through GW Housing Programs. A map identifying the boundaries of the Foggy Bottom/West End neighborhood is located on the GW Housing Programs Web site at:

<http://gwired.gwu.edu/GWHousing>

Other students may petition GW Housing Programs to be allowed to remain in residence as non-degree seeking students or as degree-seeking students enrolled in fewer than the requisite 12 hours of academic work during each of the Fall and Spring semesters and three or more hours of academic work during a Summer session.

Students with unsatisfactory disciplinary records indicative of chronic disrespect for the rules and regulations may be excluded from the room selection process for the subsequent year. Students with outstanding damage assessments

may also be excluded from the iHousing assignment process. Students who owe the University \$500.00 or more may be excluded from future iHousing assignment processes if not required to live in campus housing under Section VI.4.

**Students are required to be registered for a minimum of 12 semester hours of academic course work (or 3 credits in their last semester culminating in Graduation) by July 15, 2007 (Fall semester) and January 1, 2008 (Spring semester) or will be required to vacate their rooms/subject to lose their housing assignment. Housing charges will be assessed based on the terms and conditions of the Housing License Agreement. Only registered students may live in the residence halls. Students not registered will not be allowed to participate in future Housing Selection/Assignment processes. Individuals not registered as GW students (minimum of 12 hours) will have their Housing License Agreement terminated by the Director of GW Housing Programs or designee.**

#### **5. Vacation Periods and Hall Closures**

The University reserves the right to close residence halls during stated University vacation periods and closure periods for health and safety reasons. Students must leave the halls within 24 hours after their last exams or by noon of the last day before the Winter Break Intersession, whichever occurs earlier. They may not return until noon of the first day the halls are opened for spring semester.

The Housing License Agreement is valid for one academic year, consisting of Fall 2006 and Spring 2007 and will continuously be in effect throughout the Fall 2006 and Spring 2007 semesters as defined by the University Academic Calendar. Housing between the Fall and Spring semesters is available on a limited basis under a separate agreement. The student cannot remain in residence after the termination date of this Housing License Agreement.

**Fall 2007 Closing is noon, December 22, 2007 and Spring 2008 Closing is noon, May 14, 2008.**

The University will designate specific residence halls to remain open between the Fall 2007 and Spring 2008 semesters. Only students permanently assigned to these facilities who formally request winter break housing, by completing the "Winter Break Housing License Agreement" form, may take advantage of the winter break housing option. An additional charge will be billed to the student's account for such winter break housing. The terms and conditions of the Housing License Agreement continue between Fall 2007 and Spring 2008 for a student who makes such winter break housing arrangements.

During vacation sessions, there will be a reduction in services which will affect mail distribution and other administrative services. The University Police Department will be open 24 hours a day in case of emergency.

#### **6. Reapplying to Campus Housing**

Early in the spring semester, each eligible student will be asked to submit an on-line Housing Application to request participation in the iHousing Assignment process for the next academic year. The form must be submitted by the date indicated in correspondence to students and on the GW Housing Programs Web site.

**Students should be advised that the iHousing Assignment process changes from year to year based on student feedback, space allocations, number of students desiring campus housing and other factors. Under no circumstances should the resident assume that Housing offerings, policies or procedures for the 2007 - 2008 academic year will remain the same for subsequent years. This assignment process is planned and implemented solely through the University and the Residence Hall Association; its form determined solely by the University.**

#### **7. Room/Hall Swaps and Changes**

As a general rule, room/hall swaps and changes requested by students will be considered based on a timeline published by GW Housing Programs. Prior to that time, changes can be made only if under special circumstances and if the alternative space desired is determined to be vacant. GW Housing Programs oversees the

room swap and change processes for all residence halls. **Unauthorized moves will result in disciplinary action, a return to the original room, and possible loss of future participation in Housing Assignment processes if not required to live in campus housing under Section VI.4.**

Students who move into rooms not fully occupied should anticipate having roommates assigned to vacant spaces at some point during the academic year. The University expects students will welcome other students also assigned (or considering re-assignment) to their rooms with the utmost courtesy and consideration. A student with vacancies in their room should anticipate having a roommate(s) assigned to said vacant space at some point during the academic year. Students who inhibit or dissuade other students from moving into their room, and/or physically occupy the vacant space within their room are in violation of the terms and conditions of the Housing License Agreement and submit themselves to administrative, financial and/or judicial action up to and including administrative moves and/or termination of the Housing License Agreement. Students who discourage prospective new roommate(s) from moving in may also be charged for the extra space in their room. The same penalties apply to students who, through devious, coercive, or unacceptable means, encourage their roommate(s) to move out. Inasmuch as possible, students will be given 72 hours notice prior to receiving a new roommate.

Students may be asked to move within the building or assigned a roommate by GW Housing Programs. **GW Housing Programs can and will, at its sole discretion, consolidate spaces to allow for wholly vacant rooms.** In units where vacancies exist, a student may be asked to relocate to a similar room within housing. Consolidation may occur within the same residence hall or between residence halls.

Hall changes are made after the beginning of the semester and are based on the date of receipt of a Room Change Request form and/or priority of request as designated by GW Housing Programs staff. All students are eligible to participate, but changes are made only as spaces become

available and are allocated through GW Housing Programs. Approved room changes to be made between the Fall and Spring semesters must be made before departure for winter vacation, if the new space is available. The space being vacated must be cleared in order to permit assignment of a new student entering the hall for the second semester. Students who fail to move before vacation, or fail to clear their spaces for incoming students, will be charged for occupying the space as well as the labor and time expended by staff and housekeeping personnel to clear spaces for them. The University will assume no responsibility for loss or damage of articles in the accomplishment of this action.

#### **8. Responsibility for Damage and Loss of Student Property**

The University does not accept responsibility for damage, theft, or loss of money, valuables or personal property. **The protection of personal property is the individual's responsibility. Students should obtain insurance on property and possessions being brought to the residence halls.** Serial numbers of such articles as stereos, computers, cameras, tape recorders, TVs bicycles, and the like should be recorded. To guard against such loss, students are advised to make special arrangements for the protection of valuables when they expect to be absent for extended periods. If a loss occurs, students are to report the incident immediately to a residence hall staff member and to the University Police. Please see Section V.4.

#### **9. Room Inspections/Administrative Search**

**The Assistant Dean of Students or designee may authorize a thorough inspection or administrative search of a room and its contents when there is reason to believe a violation of law or University or hall regulations exists.** These include, but are not limited to, possessing illegal substances, weapons, or conducting activities that could endanger the life, safety, or welfare of members of the University population.

Routine Health and Safety room inspections will be conducted to insure compliance with safety, security and housekeeping regulations.

The George Washington University will conduct periodic Health & Safety Inspections in all residence hall rooms. The inspection will involve examining the integrity of electrical plugs, the removal of prohibited electrical devices and appliances and other prohibited items, a visual inspection of sprinkler heads, smoke detectors, and other life safety systems, and a general assessment of storage and cleanliness of the room.

There are a number of items that are prohibited in the residence halls: Hot plates, coffee makers (not equipped with an automatic shut-off feature), George Foreman grills, sandwich makers and the like are strictly prohibited in residence halls without private kitchens in the unit. Although the University will not provide them, it is permissible to bring the appliances mentioned above into residence halls with private kitchens. Additional, candles, incense, lanterns, oil lamps, flammable liquids for cleaning, heating or any other purpose, burners (objects with open flames), halogen lamps of any shape or style and any other potentially dangerous materials are strictly prohibited in all residence hall locations. While this is not an exhaustive list, it is intended to be representative of the prohibited items.

Prohibited items will be confiscated immediately and disposed of without reimbursement. The University Police Department (UPD) will be contacted for items found that pose a substantial threat to person or property (drugs, weapons, explosives, etc.) and a thorough administrative search will then be conducted.

For additional information about Summer Housing accommodations, please refer to the GW Housing Programs Web site at: [gwired.gwu.edu/GWHousing](http://gwired.gwu.edu/GWHousing).

## **10. Psychological Distress**

Students who exhibit suicidal behaviors and/or are subject to emergency psychological intervention and/or are hospitalized must receive clearance from the Director of the University Counseling Center and the Assistant Dean of Students or designee prior to returning to the residential community. Immediate or eventual

return to the residential community is at the sole discretion of University officials. Should any students' behaviors or actions related to illness or psychological distress disturb the peace of the residential community or require excessive or continuing intervention from hall and/or University staff, that resident may be charged under the "Code", and if found in violation, be removed from the residence hall.

## **11. Lock-out Policy**

All students will be responsible for adhering to the lock-out guidelines for the residential community in which they reside. Continuous requests for "loaner," or spare keys may include a fee, which may increase incrementally per request, and/or a re-core charge. Lost key re-cores should be requested immediately. Students will be charged for these replacements.

## **12. Storage**

During the academic year, storage is not available. Summer storage is not provided, although the University does provide information to students regarding storage and shipping services from a local vendor(s). Cost for storage is the responsibility of the student.

## **13. Telephone Service**

Students in most halls are provided with telephones for on-campus and off-campus calls and use of the Automatic Door Answering Service (ADAS). To access the local Washington, DC calling area and long distance exchanges students in most halls must call AT&T ACUS to arrange for service. Local and long distance calls will be charged at a rate set between the University and the designated local and long distance service providers. Calls to on-campus telephones are free. Charges for local and long distance calls are billed normally at the end of each month and must be paid within ten working days. Students may also use other long distance credit cards or place collect or third-party calls from residence halls.

Telephone facilities are installed for student convenience; thus, any abuse or fraudulent use may result in the removal of the facility and/or disciplinary action by the University. **Attempting to access long distance service with another student's access number is strictly prohibited.** Costs for repairing

vandalized University telephones, jacks, and related communications equipment will be billed to the responsible student.

No long-distance telephone calls or telegrams are to be charged to University public areas or administrative telephones. **Students charging calls to University telephones will be subject to disciplinary action.**

**ALLEGED VIOLATIONS OF DISCIPLINARY REGULATIONS CONTAINED IN THIS DOCUMENT WILL BE RESOLVED IN ACCORDANCE WITH THE "CODE OF STUDENT CONDUCT".**

**STUDENTS ARE ACCOUNTABLE FOR COMPLYING WITH ALL UNIVERSITY RULES, REGULATIONS AND POLICIES. ANY STUDENT NOT IN POSSESSION OF A COPY OF THE GUIDE TO STUDENT RIGHTS AND RESPONSIBILITIES IS ENCOURAGED TO CONTACT THE OFFICE OF STUDENT JUDICIAL SERVICES AT 202-994-6757 OR VIA E-MAIL AT SJS@GWU.EDU.**

Revised February 2007