



# 2011-2012 Reed College Apartments (RCAs/Birchwoods) Rights and Responsibilities Guide (RCARRG)

This document is incorporated in and binding as a part of the Reed College Apartment contract.

## HONOR PRINCIPLE

The student senate and the faculty approved the following resolution (2000):

“We declare our commitment to responsible and honorable conduct in academic and community affairs, and we reaffirm one another’s rights to freedom of inquiry and expression in coursework, scholarship, and the day to day life of the Reed Community. In keeping with this declaration, we understand that all members of the community endeavor to be honest in every aspect of academic and community life.

We also understand that a commitment to responsible and honorable conduct means that members of the community should behave in a way that does not cause unnecessary embarrassment, discomfort or injury to other individuals or to the community as a whole. Alleged honor violations, except for those pertaining to academic dishonesty, should be resolved by mediation or other judicial processes, whichever is appropriate; cases pertaining to academic dishonesty shall be adjudicated as per the Faculty code. When specific rules and policies have been duly enacted in the best interests of the community, community members are on their honor to respect those rules and policies, and to accept any mediated consequence or judicial sanction should the violation of a rule or policy result in unnecessary embarrassment, discomfort or injury to other individuals or to the community as a whole.”

Living in the Reed College community confers upon the members thereof certain benefits and responsibilities. The policies and guidelines listed here have been established over the years to prevent, and when necessary to address problems, meet fire code and safety regulations, to clarify this business transaction, to protect the college's property, and to create an inclusive and supportive living environment for all who live on campus.

The honor principle applies to this contract in two ways: student’s conduct should respect other individuals and the community as a whole, and not cause any unnecessary embarrassment, discomfort, or injury; and, students are asked to respect and comply with the policies outlined here and in other documents that pertain to living on campus. By signing a housing contract with Reed, students are agreeing to abide by the contract’s specifications, and more specifically these guidelines, in upholding the rights and responsibilities that come with living on campus.

## OCCUPANCY GUIDELINES

- Reed College housing is for currently registered Reed College Students **only**.
- Regular, upper-class students apply to live on campus at the end of the prior spring semester on a space-available basis through a lottery.
- The college provides the option of being off board in the college apartments and co-op. First-year students are generally not allowed to live in the college apartments.
- Students may not sell, transfer, or sublet their contract to any other person.
- Student apartment charges are based on full occupancy.
- A student contract is for a space in an apartment, but not for a specific apartment or roommate. The college reserves the right to assign roommates, reassign students who are without roommates, change apartment assignments, and/or use an apartment when it is not occupied.
- Any student permitted to occupy his/her room before the posted move-in date may be charged a \$50 per day fee.
- Students can expect to be charged a \$50 per hour fee up to 5 p.m. for not vacating their apartment on the posted closing date and time. In addition, after 5 p.m. on the closing day any student who does not vacate his/her apartment can expect to be charged an additional \$50 per day fee.
- Students leaving school for spring semester must vacate their apartments by the posted closing date/time at the end of fall semester.
- Reed College reserves the right to close the apartments during fall, winter, spring and summer breaks.
- Application for housing requires a \$100 deposit. The deposit must be submitted with a signed contract by the date posted for the lottery. The \$100 deposit will be credited to the student's tuition account at the end of the academic year upon receipt of the apartment key and verification of the condition of the apartment. Any other fines or fees owed to the college will be deducted from the deposit at that time.

## **TERMINATION OF CONTRACT: BY THE STUDENT**

**Student housing contracts may be terminated by either:**

**1) Canceling the contract prior to the cancellation deadline:** Students desiring to terminate their housing contract prior to the beginning of the academic year must do so in writing on or before May 24, 2011 for a contract beginning fall semester. Students desiring to terminate a single semester Spring contract prior to the beginning of the spring semester must do so in writing on or before January 23, 2012. **After May 24, 2011 (or after January 23 for Spring only contracts), students desiring to terminate their contracts must use the contract termination procedure below.**

**2) Submitting a petition after the cancellation deadline:** A petition for housing contract termination is considered when conditions exist that originated after the housing contract was signed, and over which the student has little or no control. A decision to cancel the housing contract is only made in exceptional circumstances. The student must document the exceptional circumstance in a petition that must be submitted to the residence life office. Generally, a student is not released from a contract until the date upon which a petition is favorably decided. Due to the college's policy of generally meeting full financial need, financial hardship is not normally considered to be an exceptional circumstance. Petition instructions can be found on the Residence Life webpage.

## **TERMINATION OF CONTRACT: BY THE COLLEGE**

**The college may terminate a housing contract through one of the following provisions:**

**1) Academic status change termination:** If the student withdraws, takes a leave of absence, graduates, or otherwise ceases to be a regularly enrolled student at Reed College, the tenancy terminates subject to a final determination by the residence life office, on the last date regularly specified for occupancy or three days after termination of student status, whichever comes first, unless otherwise agreed by the college in writing.

**2) Student judicial board termination:** The student judicial board has the ability to recommend to the Reed College president termination of a student's housing contract for violations of the honor principle or other community governance policies. (Refer to the student judicial board code, which can be found on the community server on the Reed College computer network.) Any final termination decisions under provisions outlined above are effective immediately.

**3) Administrative termination:** The College may deem it necessary to terminate the apartment contract for noncompliance with any of the provisions of the contract, including the RCARRG and any additional guidelines (as defined below), or for non-compliance with the health and fire safety provisions. Generally, students will be notified in writing of the intended termination, told the basis of that action, and be given a timeline within which to vacate their room. Students may, within 24 hours of such notice, provide any additional information, as they believe may have bearing on the decision, and have the decision reconsidered by the Vice President and Dean of Student Services.

In the event the conduct or behavior of a student is of a serious nature and warrants immediate action, the vice president and dean of Student Services has the ability to immediately evict and temporarily prohibit the student from entering on-campus housing and/or the campus. The eviction and exclusion may remain in effect until a student judicial board hearing is set (if the case is within their jurisdiction) or the Vice President and Dean of Student Services determines to administratively terminate the student's housing contract.

## **REFUNDS**

If a student's housing contract is terminated for any of the reasons outlined above, the college uses the following guidelines in determining a refund, less any sums owing for damages, keys, violations, or other charges.

a) In the case of a contract termination due to exceptional circumstances, medical leave of absence, withdrawal, or a leave of absence, refunds are given on a daily prorated amount for room and board (including any unused board points) on the effective date of the termination, or the date of actual move-out, whichever occurs later. The business office determines the daily-prorated amount.

b) No refund is made to students whose contract has been administratively terminated or who have been dismissed or suspended from the college. The student will still be responsible for fulfilling the financial obligation of their room and board contract.

c) **In cases of contract termination as outlined in the previous section, the refund of the \$100 housing deposit** will be determined by the following schedule:

**Fall semester:** On/Before May 24: 100% refund. May 24 - August 1: 50% refund of deposit. After August 1: No refund of deposit.  
**Spring semester:** On/Before January 23: 100% refund of deposit. After January 23: no refund of deposit

## **KEYS**

The best security for a student and a student's apartment is to keep the door to the apartment locked. To ensure such security, student cooperation in the careful distribution and collection of the keys is essential. Students must promptly return their room key whenever their contracts are terminated or they change rooms at any time during the academic year, and otherwise on or before the applicable final occupancy date for the spring semester.

Students who fail to return the key to the college by the assigned due date, as noted on the key request form, or three days after the approved date of a room change, whichever occurs earlier, will be charged \$50 for a lock change. If a room key is lost, and the student reports the loss to the residence life office at the time of the loss, the lock will be changed, a replacement key issued, and a \$50 charge is billed to the student's account. If the lost key is not reported during the year, when the student fails to return the key at the end of the year, the lock will be changed and the student will be charged.

Students locked out of their room may request Community Safety to unlock their door three times a semester. After three lockouts, the college will assume that the key has been lost and a lock change will be ordered at a \$50 charge to the student. If students temporarily misplace their key they may request entry into their rooms by contacting switchboard and requesting community safety to let them into the building.

## **FURNISHINGS AND DAMAGES**

The college furnishes each student room with a single bed, desk, chair, overhead light, bureau, bookshelf, closet or wardrobe, and window coverings. The college provides a sofa, loveseat, coffee table, dining table and chairs for the living room of each apartment. Students must provide their own study lamps, rugs, linens, mirror, and other furnishings as desired.

Students shall not remove permanently any college furnishings from their apartments. At the beginning of fall semester, and whenever a room change occurs throughout the year, students are given an inventory of room furnishings and condition of the room. The inventory form will be completed by a college staff member and then signed by the occupant. The student confirming conditions of the room now accepts full responsibility for the care of their living space. Students are held financially responsible for any changes in the condition of their apartment, including fixtures and college furniture, beyond normal wear and tear at such time as they vacate the apartment. Students are also liable for any accidental damage to their room that results from personal items brought into the apartment. **Students or their parents are encouraged to carry appropriate personal property insurance to cover losses or damages to their own possessions.** Whenever students vacate an apartment, whether it is to move into another apartment, move off campus, or leave at the conclusion of spring semester, they must remove any garbage or trash from the room. Students are charged for any extra cleaning.

**Furniture will not be removed from student rooms at any time.** If a student moves furniture, the student must replace it or the student will be charged a fee for replacing the furniture.

## **ROOM ALTERATION**

Students are not allowed to paint or permanently alter their apartments, doors, or any public area. If students believe that their apartments are in need of painting or repair, they should speak with the residence life office. Students painting rooms, doors, furnishings, or common areas or otherwise permanently altering the appearance or structure without permission are charged the cost of restoration. Students who wish to paint murals in common areas must have the design and materials approved by the residence life office and the director of facilities services.

## **ROOM CHANGE**

Students must first speak with their House Advisor(s), and then their Resident Director to discuss the possibility of a room change. After a discussion with their HA and RD, students may be referred on to the Assistant Dean of Residence Life for a possible room change. The college reserves the right to reassign students to new, or different spaces that are unoccupied. In a double occupancy room, the college reserves the right to assign any student to a double if one room is vacant.

## **ROOM ENTRY**

The college respects students' privacy. In an effort to maintain a safe environment conducive to Reed's academic mission, the college reserves the right to enter all apartments at anytime. Entering may be used to complete maintenance or repairs, to protect personal and college property, to respond to an emergency, to respond to or investigate substantial violations of the college's Drug and Alcohol Policy, to investigate the cause of fire system alarms, and for periodic fire safety inspections without notice. If a college staff member needs to enter an apartment for other non-urgent reasons, an attempt is made to notify the student **24 hours** in advance. Should the college deem it necessary to enter a room immediately for reasons other than those listed above, a note indicating entry should be left if the student is unavailable at the time.

## HEALTH AND FIRE SAFETY

Misuse of, or tampering with, fire safety equipment including covering smoke detectors, the removal of smoke detectors or door closures may result in a \$100 fine or another suitable sanction (for example, community service) and possible disciplinary action. Hanging anything from fire sprinkler pipes or blocking sprinkler heads is prohibited. Corridors must be kept free of personal property, including bicycles, motorcycles, and furniture. No motorcycles or scooters are allowed in the apartments. **Students are not permitted on apartment roofs for any reason.** Because of fire code requirements the following are not permitted: hot plates, space heaters without automatic shut offs, halogen lamps without safety cages, and twinkle lights that are not commercial grade. Power strips with internal fuses are permitted, but putting two power strips together (daisy-chaining) is not permitted. The burning of any material, including candles and incense, is prohibited. Students found burning substances in the apartments may be either fined \$100 per incident or required to complete another suitable sanction (for example, community service). Depending on the severity or frequency of the violation, disciplinary action may occur. No hazardous materials of any kind may be used or stored in the apartments. This includes flammable materials such as white gas and propane, corrosives such as acids and bases, or any chemical that could harm or injure roommates, other students, Reed employees, guests, and others. Fire inspection fines will be charged for any fire code violations.

## SMOKING

Smoking of any substances is prohibited in the residence halls or apartments. This includes smoking out of the window while you are in the building. Smoking is not permitted on balconies. Students found smoking in the halls, apartments, or balconies may be fined \$100 per incident or another suitable sanction (for example, community service). Multiple violations of this policy could result in disciplinary action. Students may be charged a minimum of \$100 for additional cleaning upon moving out of their room if there is evidence of smoking in the room. (Note: *Oregon Smoking Law states all smokers should be a least 10 feet from the building while smoking*)

## CLEANING AND MAINTAINING AN APARTMENT

Students are responsible for maintaining the condition of and cleaning their living spaces regularly. If students need assistance with maintenance or housekeeping matters they should contact Facilities Services or the Residence Life office. When the Facilities Services staff is contacted about a service request, students will be deemed to have agreed to immediate entry without any advance notice. Generally, a note indicating entry is left if the student is unavailable.

Bodily fluids must be disposed of in the proper receptacles. Report any plumbing, electrical or structural problems to the Resident Director, House Advisor, and/or Facilities Services immediately. Students are expected to keep food properly stored and to remove garbage regularly. **Apartments will be checked at least once a year to inspect the condition of the living space. The inspection will be used to complete updates and scheduled repairs.** These repairs may take place while the room is occupied.

**Please note:** All pets must be registered and approved by Residence Life, according to the RCARRG policy, before being brought on campus. Complaints from other residents about pet care may result in the removal of a pet and possible disciplinary action. Animal neglect will not be tolerated in the apartments. Animal waste must be removed immediately, and disposed of properly. If your carpets are soiled or stained by pets, wine, or other spills, contact facilities for a carpet cleaning – it can save the cost of carpet replacement later.

The Facility Services staff does routine maintenance of public areas. However, all residents share the responsibility for the condition of these common areas. Charges in an amount calculated to cover costs may be assessed equally to those officially listed as residents of that apartment complex whenever undue housekeeping or repair is required. In such instances, a notice of the charges will be sent to the House Advisor(s) to post. Registration may be held until the damages are paid.

Fees will be charged for any materials or possessions not completely removed from a room by the final specified occupancy date. Whenever students vacate a room, whether it is to move into another room, move off campus, or leave at the conclusion of spring semester, they must remove any garbage or trash from the room. Students are charged for any extra cleaning. The college may remove abandoned materials without notice if not immediately claimed by the student. The college is not responsible for packing and shipping students' belongings. However, in extenuating circumstances such that students are unable to pack up their own belongings, it is the student's responsibility to make alternative arrangements with the college to have things packed up and stored or shipped. The college is not responsible for any damage or costs associated with loss, storage, or shipping.

## STORAGE

There is a high demand for storage space in the residence halls. The storage rooms are only for students who currently live on campus or who plan to return to campus. To gain access to a storage room, a student must use posted storage room hours in the fall and spring and ask the Resident Director for access to that particular building at other times. *Items stored over the summer may not be retrieved until the residence halls reopen for the fall semester.*

All articles must be clearly marked and labeled with a Reed College storage sticker and properly stored on the storage racks provided. The college reserves the right to remove abandoned materials or unmarked materials without notice if not immediately claimed by the student. Students may store up to four items for a maximum of two years.

Due to limited space and fire code requirements, students may not store bicycles, motorcycles, or furniture in the storage rooms. In addition, all empty boxes (including computer boxes) must be broken down and stored flat. The college reserves the right to move stored items to other locations. Complete storage room guidelines are posted outside of the storage rooms. Fire inspection fines may be assessed to students who do not properly store items in designated storage areas.

The college does not assume any responsibility for students' personal property whether it is in the students' rooms, the storage area, or elsewhere on the premises. Thus, it is advised that students do not store computers and other valuables in the storage rooms. Insurance covering personal property loss from fire, damage, theft, or other loss or injury is the students' choice and responsibility. Property must be cleared from storage rooms at the same time as the room is vacated (with the exception of students who are returning to the residence halls the following semester) and if not removed may be treated in the same manner as property left in the room. The college reserves the right to remove abandoned materials without notice if not immediately claimed by the student.

### **DRUG AND ALCOHOL POLICY**

Students are expected to be familiar with and uphold state and federal laws and college policies regarding the use and possession of alcohol and/or other drugs. The college's policy is distributed to each student at the beginning of the academic year.

### **PETS**

Caged animals and fish are permitted in the apartments. One cat or one dog per designated pet apartment is permitted with prior written approval by the Assistant Dean of Residence Life or their designee. Before the pet enters the apartment the cat or dog must be registered with residence life by verifying that the pet is at least 6 months old, is vaccinated with rabies, respiratory/distemper, feline leukemia for cats and rabies, parvo, corona, and DHLPP for dogs, is neutered/spayed, and is registered with Multnomah County. Failure to adhere to these guidelines will result in the removal of the pet. Students are responsible for the well being of their pets including keeping cages and fish tanks clean and caring for pets. Complaints from other residents about pet care may result in the removal of a pet and possible disciplinary action.

### **WEAPONS**

Firearms are prohibited on the Reed College campus. Anyone found to be in possession of a firearm may be subject to the appropriate college disciplinary procedure and the firearm will be remanded to the care of the Community Safety office. Ammunition, explosive devices, fireworks, knives not commonly considered "pocket" or "utility" knives, weapons of any kind, and any other material or device determined by the college to pose a present or potential danger to people or property are strictly forbidden in the residence halls. Complaints from other residents about any personal possessions not intended to pose a threat but which may cause other residents to feel uncomfortable may result in removal of those possessions and possible disciplinary action. Exceptions to this policy may be granted by the Associate Dean of Students for Student and Campus Life or their designee or the Director of Community Safety for items that might otherwise violate this policy if there is a legitimate purpose related to the student's academic pursuits.

### **NOISE AND MUSIC**

The playing of stereos at loud volumes, drums, instruments that require electronic amplification and/or instruments that otherwise cause an undesirable level of noise are distracting and not conducive to an academic environment where students have a variety of studying and sleeping schedules. Stereos, and other noise-making items, must be kept at reasonable volumes that do not distract others.

### **GUESTS**

**The rights of one's roommates to sleep and study must be respected at all times.** Occasional overnight guests are permitted in a student's apartment with the consent of the roommate(s), if any, for a total of 14 days during each semester. (A guest is defined as any person other than the official occupant of the room.) A period beyond two weeks would blur the distinction between resident and guest, and be an abuse of the college's right to charge for the use of its facilities. Students who wish to have a guest must inform their House Advisor about the guest and the expected time and duration of the visit. Students are responsible to ensure that their guests are registered with the Community Safety office. Residents are responsible for seeing that their guests know and comply with college and residence hall regulations, should be present while their guest is visiting, and are responsible for their guest's actions and behaviors. Failure to comply with these requirements may result in disciplinary action.

### **ADDITIONAL GUIDELINES**

The college retains the right to adopt additional guidelines and procedures ("Additional Guidelines") that are needed to ensure the safety and convenience of the residents during the specified contract period. These Additional Guidelines include items such as the housing lottery, summer storage, and residence hall closures. Students are generally informed of such Additional Guidelines through email, notices placed in their mailboxes, or by the residence life staff. Such Additional Guidelines are incorporated into this RCARRG and become part of students' housing contract.

*Once signed, this contract is in effect through the last official day of spring semester unless terminated as provided above.*