

Community Living at Michigan: Community Living Standards 2020-2021

Table of Contents

I. Welcom	e to the M Housing Community	2
A.	COVID-19 and Public Health-Informed Housing Policies	
В.	Legal Information	
	a. Hold Harmless	
	b. Personal Property and Liability Protection	
	Mission of M Housing	
	Diversity and Inclusion Concerns	
E.	Student Staff: Diversity Peer Educator (DPE) or Resident Advisor (R	RA)
F.	Professional Staff: Hall Director or Community Center Manager	
G.	Common Terminology	
	mmunity Living Standards	6
Resident F	Responsibilities:	
	Community Responsibility	
В.	Safety in Housing Communities	
C.	Alcohol and Other Drugs in Housing Communities	
D.	Gambling	
	Noise and Quiet Hours	
F.	University Services and Property	
G.	Guest Policies and Unauthorized Entry	
Н.	Animals in M Housing	
	Prohibited and Regulatory Items	
Housing S	tudent Conduct and Conflict Resolution (HSCR) process	24
	Documentation of Possible Violation(s)	
	Initial Review of Incident	
	Case Disposition	
	Rights and Responsibilities in HSCR Process	
E.	Meeting with Staff Member	
	Appeal	
Michigan 1	Learning Communities and Legacy Housing	33

Section I: Welcome to the Michigan Housing Community

Welcome to your community! In a university, you learn just as much outside the classroom as you do within it — and much of that learning will happen right here, in your experiences as a resident in Michigan Housing ("M Housing").

Here, you will encounter many people with interests similar to yours; you will also meet and live alongside people who are different from you. That is what makes living in M Housing unlike anywhere else. And it is why we work to create an environment that celebrates the unique cultures, social identities, histories, and narratives that our residents bring into the community.

M Housing values inclusion and being a supportive place for residents of all identities. We strive for every resident to call M Housing home. It is our sincere hope that you will find that your community is a place where you can express yourself and make lifelong connections. You belong here. We are so glad you are home.

Community Living at Michigan ("CLAM") includes three documents: (i) these Community Living Standards ("CLS"); (ii) the Housing Policies and Procedures; and (iii) the housing contract each student contract holder enters with the University ("Housing Contract"). Residential students and contract holders are responsible for the expectations and procedures contained within all the CLAM documents. All references in the CLS and the Housing Policies and Procedures to Community Living at Michigan or the CLAM refer to this entire document. The headings, titles and subtitles used in this document are used for convenience only and do not limit or otherwise affect the meaning of this document.

COVID-19 and Public Health-Informed Policies

The University of Michigan aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident within M Housing, the 2019 Novel Coronavirus or similar public health crisis ("COVID") will impact your housing experience as M Housing continues to make public health-informed decisions. The below policies and guidelines are incorporated into the CLAM and are applicable to all residential students. As always, we will endeavor to update you with timely information about specific health and safety guidance important for our residential students.

1. Health and Safety. We expect that all members of the M Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residential students are prohibited from creating a health or safety hazard within M Housing and the University may request or require a resident to leave M Housing if their

continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by the University or M Housing as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, computer rooms, courtyards and other common spaces.

- 2. Quarantine / Isolation / Separation. At any time, the University may request or require a resident to leave M Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from M Housing to leave their assigned space due to COVID or other public health emergency and failure to do so is a violation of the CLAM and may subject a student to emergency removal from their assigned space. Not all M Housing residential rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a student is recommended to self-quarantine or self-isolate, students may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal from M Housing to isolate or quarantine does not constitute a termination of a residential student's housing contract.
- 3. De-Densifying Efforts. Residential students are required to comply with any de-densifying efforts needed on campus due to COVID or other public health emergency, including, but not limited to, the relocation of all or some residential students to alternative housing. Relocation does not constitute a termination of a residential student's housing contract. In the event M Housing must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, UM will offer impacted students fair and reasonable reimbursement as appropriate and based on information available at that time.
- 4. Dining Services. Dining service, including where and how it will be offered to residential students, is subject to the discretion of the University and is subject to modification to address public health concerns. Due to health and safety guidance adopted by the University or M Housing, set forth in Paragraph 1, M Dining may limit the occupancy of dining halls, limit the

amount of time students may reside within dining halls or make other operational adjustments needed to address health and safety concerns.

- 5. Cleaning. M Housing will continue to implement and modify its cleaning protocols to address COVID or other public health emergency in the interest of minimizing the spread of disease. M Housing will educate and inform residential students on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.
- 6. Termination. Upon reasonable notice, M Housing reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event M Housing terminates housing contracts due to public health concerns, UM will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time

In the event of a conflict between this Section COVID-19 and Public Health Crisis Housing Policies and the remaining sections of the CLAM, this Section will apply.

Legal Information

Your Housing Contract is the basic document that states the contractual obligations between you and M Housing. CLAM documents are legally binding and incorporated by reference in the Housing Contract. You are equally responsible for complying with the rules, policies and regulations contained herein, including the COVID-19 and Public-Health Informed Housing Policies Section, as you are for those directly printed on the Housing Contract.

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

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

Hold Harmless

You agree to release the University, its agents, and employees from any and all damages, liability, claims, expenses, or loss (collectively, "Claims") resulting from or arising out of your use of space within University Housing, including those related to the potential exposure to contagious viruses like the coronavirus, and to indemnify and hold harmless the University, its agents, and employees from any Claims resulting from or arising out of

your breach of the terms and conditions of your housing contract. You understand that by residing in M Housing, you are assuming the risks associated with communal living and, as in any shared living environment, those risks include potential exposure to contagious viruses, including the coronavirus.

Personal Property and Liability Protection

The University and M Housing do not assume any liability for loss, theft or damage to the personal property of residents in any M Housing location, including parking lots. Residents are strongly encouraged to maintain appropriate insurance coverage on all personal property, including automobiles. Purchase of a M Housing parking permit requires the vehicle to be appropriately insured.

The university has engaged GradGuard™, a service provided by Next Generation Insurance Group, LLC, with a specific **Renter's Insurance Plan** designed especially for students. This insurance is not mandatory, but the University believes this company offers a product that well serves the needs of students in a college environment.

More information is available here:

http://gradguard.com/renters-insurance/partners?refCode=umich&tracking_code=cc,umich

Mission of M Housing

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

Diversity and Inclusion Concerns

Members of the community who have been harmed based on their identity can report their concern to a M Housing staff member. These concerns may include, for example, feeling targeted because of an identity they hold or something personal to the individual, not feeling a sense of belonging or inclusion, intercultural conflict, or something occurring nationally or on campus. It may also include being impacted by discrimination, harassment, bullying, bias or prejudice-motivated actions or unfair treatment by an employee, resident, or visitor of M Housing. These concerns can reported in the following ways:

Student Staff: Diversity Peer Educator (DPE) or Resident Advisor (RA)

RAs and DPEs serve as a resource to support students who are harmed or impacted because of their identities. For guidance on how to contact an RA or DPE, please ask a staff member at the Community Center or call the nightly duty phone number located at the Community Center.

Professional Staff: Hall Director or Community Center Manager

Residents can stop by their office spaces within the communities.

On-Campus Resources

- Diversity and Inclusion in Housing at diversityandinclusion@umich.edu
- Division of Public Safety and Security at 734-763-1131
- Office of Institutional Equity at 734-764-7420
- **Dean of Students Office** at <u>DeanofStudents@umich.edu</u>, <u>https://deanofstudents.umich.edu/campus-climate-support</u>
- Anonymously at https://umich-advocate.symplicity.com/care_report/

Common Terminology

Throughout this document, "you" and "your" refers to the individual signing the contract and is the person legally bound to its terms and conditions. The term "resident" includes the primary contract holder and any household members residing in the space. "Student," when capitalized or as the context reveals, means a contract holder meeting the eligibility requirements in the *Eligibility to Reside in M Housing* section. The term "student," not capitalized or as the context reveals, refers to any person enrolled at the University of Michigan. "Non-student," when capitalized or as the context reveals, denotes a contract holder meeting the eligibility requirements in the *Eligibility to Reside in M Housing* section.

"Room," "space," or "assignment" denotes the space which has been contracted: apartment, room, and suite. In Munger Graduate Residences and in Northwood Community Apartments this includes any storage space specifically connected to the address.

The term "Housing," when capitalized or as the context reveals, refers to M Housing.

M Housing "professional staff" includes but is not limited to: Assistant Directors, Hall Directors, and other full-time staff employed by M Housing. "Residence staff" includes student Resident Advisors (RA) and Diversity Peer Educators (DPE).

II. The Community Living Standards (CLS)

M Housing is an integral part of the University of Michigan academic community and, in many respects, the greater Ann Arbor community. We are committed to providing an environment conducive to the educational, psychological, and social development of our residents. We nurture this environment by encouraging respect for the rights of the individual balanced by the rights and interests of the community as a whole. We expect that all members of the M Housing community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them. Further, all students at the University of Michigan are obligated to adhere to the <u>Statement of Student Rights and Responsibilities</u> (the "Statement").

The University of Michigan and M Housing believe very strongly that each member of the University Community must take ownership of the Statement and the CLS. Supporting and

defending these standards means that students must accept them and act in good faith to see that all members of the community adhere to them. Community members are expected to report violations of the Statement and the CLS, whenever and wherever they may occur. Community members must also act in good faith at all times to ensure that they and others are not placed in situations that contradict the spirit or letter of these standards.

Residents who choose to act in ways that violate the Statement and the CLS will be subject to a student conduct process. Non-resident students who engage in inappropriate behavior in M Housing facilities may be referred to the Office of Student Conflict Resolution (OSCR). M Housing students who engage in inappropriate behavior may be referred to the Housing Student Conduct and Conflict Resolution Office (HSCR) conduct process, as explained below.

Any question of interpretation regarding the Community Living Standards shall be referred to the Director of M Housing or designee for final determination.

Section COVID-19 and Public Health-Informed Housing Policies contained earlier in the CLAM are incorporated into the Community Living Standards.

COMMUNITY LIVING STANDARDS

A. Community Responsibility

1.1 Involvement in Infractions

Residents should act in good faith to remove themselves from situations that may violate the CLS and/or the Statement and to report such violations to resident staff. It is prohibited to facilitate a violation or to remain present while a violation occurs (e.g., stay in a space where alcohol is being consumed against University policy; be a spectator to an act of vandalism). All residents are responsible for the involvement of guests, dependents, affiliates, and non-affiliates who are involved in infractions. Guests, dependents, affiliates, and non-affiliates can also be held responsible.

1.2. General Laws and Standards

Residents must comply with all federal, state, local, and University laws, ordinances, and regulations on conduct, health, safety, and other matters concerning activities on or conditions of the premises and common areas in Michigan Housing. This includes compliance with applicable local, county, state and presidential orders as well as other health and safety guidance adopted by the University.

1.3 Failure to Comply with Verbal and/or Written Instructions

Residents are required to comply with verbal, written, and published instructions by Housing staff members, when they are working within the appropriate performance of their duties. Written instructions include those directed to an individual student, such as a letter or e-mail

message, as well as published instructions and policies in print or online, such as the Policies & Procedures and/or CLS.

1.4 Failure to Present Identification

Residents are required to present proper University identification (or other identification if not a student) to University staff in a cooperative manner when requested.

1.5 Failure to Respond to a Notification

Residents are required to make contact with Housing officials or staff when requested to do so within 72 hours (three business days) of receiving a notification. Requests for responses will most likely come in the form of a letter or e-mail message, but may come in the form of a phone call or a voicemail message.

1.6 Failure to Meet

Residents are expected to maintain an appointment with Housing staff regarding investigation of alleged violations of the CLS or Statement. Residents are expected to contact Housing staff if they have a conflict with the scheduled meeting time and request that the meeting be rescheduled. Failure to meet with staff constitutes an additional violation and will not preclude the continuation of the conflict resolution process.

1.7 Failure to Fulfill a Restorative Measure

Residents are expected to comply with restorative measures agreed upon with M Housing.

1.8 Behavior toward University Staff

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

1.9 Supplying False Information

It is a violation to deliberately supply staff with false or misleading information (e.g., give a false name or use fake identification). It is also a violation to provide and/or possess fake or fraudulent identification.

1.10 Stealing

It is prohibited to take the property of any other person (including other residents, students, visitors or staff) or of the University or M Housing without permission (e.g., others' laundry from laundry room, lounge furnishings). Items that may be removed from a dining hall are limited to food that the diner is in the process of eating; that is, one hand-held serving, such as, an ice cream cone, cookie, or one piece of whole fruit. Unauthorized use of a resident's/roommate's items without permission (such as clothing, bathroom and laundering supplies, or electronic devices) is prohibited.

1.11 Possession of Stolen Items

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

1.12 Property Damage and Alteration

Vandalizing, damaging, or defacing M Housing property or property of others is prohibited. All M Housing furniture must be assembled and used according to the manufacturer's approved configurations.

1.13 Failure to Accept Roommate

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

1.14 Children's Safety

The care and safety of residents' children is of the utmost importance to the community. Children may not be left for any period of time without adult supervision. Parents and/or legal guardians are held responsible at all times for the behavior of their children. The University retains the right to use all available contract provisions and to cooperate with any local or state agency when cases of child neglect or abuse are made known.

During University activities involving children, such as programming in Northwood Community Apartments, the supervision responsibility remains with the family or family designee and not University staff. Please review the <u>Children on Campus Policy</u> for more information.

1.15 Failure to meet the requirements of a Michigan Learning Community and/or Legacy Housing community.

Failing to meet the expectations of the Michigan Learning Community, either deliberately or irresponsibly, is prohibited. Legacy Housing Communities are defined as Henderson House and Martha Cook.

As a co-op, Henderson House residents are expected to share in the responsibilities of the House by completing at least five hours of assigned chores per week including attending a one hour community meeting on Sunday nights. Failing to meet these expectations, either deliberately or irresponsibly, is prohibited, and the resident may be subject to a student conduct process. This can impact a resident's eligibility to remain in Henderson House.

As a member of the Martha Cook community, all residents are required to attend specific all-house meetings and to participate in designated service projects. Failing to meet these expectations, either deliberately or irresponsibly, is prohibited and the resident may be subject to

a student conduct process.

1.16 Attire in Dining Facilities

Students must be fully clothed, including shirts and shoes, to be present inside in the dining hall. Nudity will not be permitted. Students who are inappropriately attired will not be admitted to the dining hall and will be asked to change their clothing before entering.

B. Safety in Housing Communities

2.1 Disruptive Behavior

Behavior that is disruptive to orderly community living is prohibited. This includes, but is not limited to: throwing items in the hallways, bouncing balls, engaging in horseplay, or creating a health or safety hazard. Riding a bike or scooter, skateboarding, rollerblading, and other sports are prohibited inside M Housing. Possessing, storing, or using any motor-driven or electric vehicle inside M Housing is also prohibited, except for assistive devices utilized by a person with a disability. The use of devices such as laser pointers with the purpose or result of causing irritation, injury, or anger is not permitted. Additional prohibited behavior includes, but is not limited to, public nudity, urinating in public, screaming or yelling, and sexual activity in common areas. Common areas include, but are not limited to, community centers, bathrooms, lounges, multipurpose rooms, computing learning centers, and kitchens.

2.2 Health and Safety

The importance of providing a safe, clean and healthy environment for residents is the responsibility of all members of housing communities including, but not limited to, bathrooms, community kitchens and lounges. M Housing may remove students from their residential space, temporary or permanently, if they pose a safety or health risk to community members. Residents are forbidden to possess potentially hazardous materials, to conspire to damage the sanitary and safe environment, or to engage in activities that do so. Leaving biohazards (e.g., urine/feces/vomit) in trash cans/trash closets/recycle bins/shower stalls or a bottle is a serious community health hazard and is prohibited. Biohazards must be disposed of in appropriate methods such as the toilet or sharps container. Maintaining a clean residential bathroom space is expected of all residents.

2.3 Creating an Unsafe Environment

Any behavior or action that inadvertently causes or could reasonably cause life-threatening physical injury, unreasonable disturbance to others, or serious property damage is prohibited. For example, propping open outside doors or tampering with locking mechanisms allows a potential unauthorized entry, promoting an unsafe living environment, and is prohibited. Tampering with elevator equipment, prying open or propping open elevator doors, jumping up and down in an elevator and riding on top of an elevator, or jumping from a stairwell are unsafe and prohibited. Tampering with or damaging security devices, including but not limited to security cameras,

locking mechanisms, card readers, is prohibited. Excessive room occupancy and pranks that create a safety hazard are not permitted. Leaving items, such as boots or floor mats, in hall corridors is also prohibited. Not stopping for school buses with red lights flashing and driving/parking on lawns also contributes to creating an unsafe environment for guests and residents.

2.4 Fireworks, Explosives, Weapons, or Dangerous Chemicals

Possession, manufacture, use, sale, or distribution of weapons, fireworks, ammunition, explosives, flammable liquids and all other hazardous materials is not permitted in M Housing.

2.5 Roofs, Roof Decks, and Ledges

The presence of individuals or objects on a roof, roof deck, or ledge is strictly prohibited at all times. Use of doors and windows that lead to roofs, decks, and ledges for purposes other than maintenance or University staff entry is prohibited.

2.6 Window Systems

Tampering with or removing any window screens, latches, stops, or apparatus in any part of M Housing is prohibited. Except in an emergency, it is prohibited to enter or leave through a window.

2.7 Throwing or Hanging Items from Building or Attaching Items to Outside of Building
The throwing, dropping, propelling, pouring, or hanging of anything from windows, interior
pipes, balconies, ledges, and landings is strictly prohibited. Nothing may be attached to or hung
over any part of the outside of the building or hung on an outward facing window, regardless of
content.

2.8 Evacuation

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

2.9 Fire Hazards

It is prohibited to keep any item, including room decorations, which may pose a fire hazard. These items include, but are not limited to, lit cigarettes, vaporizers, e-cigarettes or other lit smoking devices; lit or unlit incense; lit or unlit candles; natural cut trees, branches or greens; halogen lamps; multiple power strips plugged into each other; and any open flame source (see Prohibited Items and policy on Celebratory Candles and Incense). Additionally, no more than 20 percent of a M Housing door may be covered, and doors may not be wrapped in paper or fabric.

2.10 Failure to Report a Fire

All members of the community are expected to be conscious of the welfare of others at all times and may not knowingly or recklessly set a fire, falsely report a fire (e.g. activate a false fire

alarm), or fail to report a fire.

2.11 Tampering with Fire Safety Equipment

Tampering with any fire fighting equipment, including, but not limited to, fire alarms, fire extinguishers, fire hoses, exit lights, smoke detectors, and sprinkler systems, is prohibited. This would include covering or removing smoke detectors, carbon monoxide detectors, unauthorized use of fire extinguishers, or hanging items on sprinkler heads.

2.12 Personal Rights and Freedoms

Misconduct enumerated in Section A through V of the <u>Statement</u> are strictly prohibited by Residents under this CLS, including engaging in misconduct motivated on the basis of a person's identity as protected by the University of Michigan's Nondiscrimination Policy.

2.13 Obstruction of Interior and Exterior Grounds

Entrances, sidewalks, passages, hallways, stairways, landings, vestibules, and planter areas, as well as all other common areas of the grounds, may not be obstructed or used for storage of personal property (shoes/boots, outdoor equipment, toys and outdoor equipment or other items), particularly when it jeopardizes ingress, egress, University property, or the health and safety of the community. The University reserves the right to remove personal property left in public areas, at your expense, if in violation of this requirement. Personal possessions should be stored in areas specifically designated for storage, such as storage bins and closets. Outside clotheslines, whether temporary or permanent, may not be installed by residents. Hammocks are prohibited from being attached to university property such as trees, light poles, and other fixtures.

2.14 Housekeeping and Pest Control

In order to reduce fire hazards, prevent insect or rodent infestation or other health concerns, and increase the longevity of the facilities, you are asked to maintain high standards of housekeeping and cleanliness. The assigned space and furnishings must be kept clean and sanitary. To avoid fire or attracting pests, **do not** wrap kitchen walls, cabinets, or stoves with foil or other coverings. Garbage should not be placed in stairways, breezeways, vestibules, patios, storage lockers, or anywhere other than in the dumpsters (for Northwood Community Apartments) and designated trash closets (in residence halls and Munger Graduate Residences). You are expected to call the Plant Operations Call Center (POCC) (734-647-2059) promptly if insect or rodent activity is discovered and cooperate fully with the University's prevention and/or treatment program for the elimination of pests on the premises. Repeated reintroduction of pests (e.g., bedbugs) may be grounds for restitution or contract termination.

2.15 Violence

The University of Michigan is committed to creating a community free from violence, which is a serious violation. Violence of any type, including those enumerated in the Statement is equally prohibited in the CLS, whether against family members, visitors, or other residents and whether

conducted in person, via forms of electronic communications or by other means.

2.16 Sleeping in Unauthorized Assignments

It is against fire code to sleep in an unauthorized space. Spaces where sleeping is not allowed include any Northwood basements, residence hall space not contracted as a bedroom, such as a lounge, Community Learning Center (CLC), The Connector, and/or other public or restricted spaces.

2.17 Bicycles

Bicycles may not be left in public areas (e.g., hallways, stairwells, balconies) or attached to banisters or access ramps. Bicycles that are illegally parked or chained to something other than a bike rack may be impounded. Throughout the year, bicycle racks are cleared of abandoned bikes and bicycle parts. Bicycles removed by the University will be held for 30 days and are then considered abandoned.

C. Alcohol and Other Drugs in Housing Communities

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

In support of these efforts, M Housing prohibits displays that promote an alcohol culture, such as empty beer bottle pyramids, empty liquor bottle room decorations and drinking game tables.

3.1 Alcohol Possession and/or consumption

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

3.2 Drug Possession and/or consumption

Unauthorized possession, manufacture, distribution, use, or being under the influence of illegal drugs or unauthorized controlled substances is prohibited and can cause harm to the community; this can include the odor of marijuana or other drugs.

3.3 Substance-Free Areas

It is prohibited to have substances such as alcohol, illegal drugs, cigarettes, e-cigarettes, and other smoking and tobacco materials in a substance-free area. Residents who are assigned to a substance-free space may be transferred or have their contract terminated if they or their guests possess or use such substances in a substance-free space.

3.4 Events and Alcohol

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

3.5 Resident Organization Funds

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

3.6 Guests and Alcohol

Residents under 21 years of age may not have a guest with alcohol in their room/apartment, regardless of the age of the guest. Unauthorized possession, consumption, being under the influence, or providing of alcohol to others by residents' guests is a violation of University policy.

3.7 Residents over the Age of 21

Residents who are 21 years of age or older may bring small amounts of alcohol for personal consumption into the space to which they have been assigned, provided the space is not designated substance-free or M Housing property like common spaces, lounges, etc. Residents of age who use alcohol legally are expected to do so in a responsible manner. Distributing alcohol to minors is illegal and in violation of University policy. Irresponsible and inappropriate behavior, where alcohol is a contributing factor, will not be tolerated.

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

3.8 Common Sources of Alcohol

Common sources of alcohol, including but not limited to kegs, cases, 1/5ths, and handles, are not permitted in M Housing even when residents are over the age of 21.

3.9 Prescription Drugs

Prescription drugs must be taken by persons prescribed only for the intended use and in the prescribed manner as directed by their doctor. Medicinal marijuana is not permitted in M Housing even if the resident is an authorized user.

3.10 Inhalants

Deliberate misuse of any chemicals, substance, or other product that has mood-altering capabilities, outside of its singular and legally intended use, is prohibited.

3.11 Alcohol and/or Drug Paraphernalia

Possession of alcohol and/or drug-related paraphernalia, i.e. any items used to facilitate alcohol and drugs use (e.g., displays that promote an alcohol culture, such as empty beer bottle pyramids, empty liquor bottle room decorations and drinking game tables, bongs, roach clips, hookah/water pipes, hash-style pipes, scales, vaporizers) is prohibited.

3.12 Smoking

The University of Michigan is a smoke-free campus. All areas of M Housing are designated smoke-free. Residents and their guests who smoke must do so off-campus.

D. Gambling

4.1 Gambling

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

E. Noise and Quiet Hours

5.1 Noise in M Housing Spaces and Community Areas

Noise and activities that disrupt study sleep and "quiet hours" (as described below) are prohibited in M Housing. During quiet hours, spaces should be free from excessive noise. Residents participating in noise producing activities, such as conversation, listening to music, or watching television, are expected to keep their doors closed. Sounds from these and any activities should not be audible outside the space. Any noise made in lounges or other common areas should not be audible inside resident spaces that have their doors closed. Housing staff may request residents to cease an activity in order to limit noise that could adversely affect the community. Courtesy is expected 24 hours a day.

Quiet hours Residence Halls and Northwood I, II, III are:

Sunday-Thursday, 11 pm-8 am

Friday-Saturday, 12 am-9 am

Quiet hours for Northwood IV & V are:

Daily, 9pm – 9am

Quiet Hours for Munger Graduate Residences are:

Sunday-Thursday, 11 pm-8 am

Friday–Saturday, 12 am–9 am

5.2 Extended Quiet Hours

During study days and final exam periods, 24-hour quiet hours are in effect.

5.3 Musical Instruments

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

F. University Services and Property

6.1 Improper use of building technology infrastructure

It is a violation to tamper with cable equipment, line connections or hook-up in resident spaces, corridor equipment closets, or building equipment closets.

6.2 Space Access

Unauthorized use, possession, or duplication of M Housing keys or keycards is strictly prohibited. No locks, bolts, chains, or other locking devices, besides those installed by M Housing, may be attached to room door frames. Excessive lockouts throughout the term may be considered harmful to the community.

6.3 Environmental Responsibility

M Housing and the University of Michigan are dedicated to protecting the environment, preserving natural resources, conserving energy, and recycling. As a result, all residents are requested to conscientiously participate in all energy conservation and recycling efforts and to refrain from unnecessarily polluting the environment. This includes, but is not limited to, depositing garbage anywhere other than in dumpsters, depositing recyclable items anywhere but in the appropriate containers; no disposing of oil, grease, gasoline, or other automotive fluids on the grounds, in storm drains, or in plumbing receptacles. Toilets, sinks, and other plumbing fixtures may not be used for any purpose other than those which they were designed for.

6.4 Solicitation Activities

Political Activities in Resident Rooms and Apartments

M Housing residents may use their room/apartment to engage in political activities as long as the room is not used for political fundraising.

Surveys, Interviews and Focus Groups

Individuals or organizations wishing to conduct survey and/or research activities in M Housing facilities must have prior approval from the <u>University's Institutional Review Board</u> (IRB) as well as from M Housing. Additional information is available on the M Housing website.

6.5 Operating a Business

The resident space must be used in a quiet, peaceable, and lawful manner for residential purposes only. However, use of the space to conduct a business or commercial enterprise shall be

permitted, provided that: a) the space is used primarily as a living place; b) advertisements or signs are not placed on any portion of the inside or outside of the building or related areas which are not reserved for notices; c) conduct of the business does not result in the violation of any other Community Living Standard or University regulation; and d) the business is in compliance with all permits, licenses, and applicable laws. M Housing mail rooms are for personal correspondence and packages and not for commercial use. Recharging or repairing vender-owned electric scooters in residence hall rooms or other M Housing facilities for pay by the vendor is prohibited.

6.6 Room Alterations and Decorations

Residents are not permitted to paint or structurally alter their rooms/apartments in any way. They may not paint, wallpaper, or otherwise change the interior finish, remove, modify, or tamper with any room fixture or component including doors, walls, ceilings, floors, windows, electrical systems, pipe systems, and safety systems. No items, such as TVs, fans, or wall partitions may be nailed, bolted or otherwise permanently attached to any part of the building. Interior/exterior room door decorations and wall hangings may be hung using only no-nail type picture hangers or painters tape. If there is any question about a decoration, the resident should check with Housing staff.

There shall be no decorations affixed, adhered or placed in or on any wall, floor, door, window, lighting fixture or ceiling in any portion of any residence hall with the following exceptions:

- Residential room doors may be decorated by the residents of that room with materials that hold flat to the door. These materials shall be limited to paper, construction paper, poster-board material, plastic appliqué material or other materials that are not raised nor have any three-dimensional properties of any kind.
- Materials may cover no more than 20 percent of the door. Doors may not be wrapped in paper or fabric.
- No materials may cover the door's peephole, the door lock/knob assembly, or the room number.
- All materials must remain flat to the door and shall not be frayed or raised in any way.
- The means of adhering must not cause any damage to the finish of the door.
- No decoration shall extend beyond the width and height of the door.

G. Guest Policies and Unauthorized Entry

Guests are defined as family members, friends, or other persons related to or affiliated in any way with the resident.

7.1 Visitation Hours

Residents and their guests are required to conform to visitation guidelines and policies established in the location where they live or are visiting. M Housing reserves the right to

withdraw guest privileges at any time for any reason. Residents are fully responsible at all times for the conduct/actions of guests or visitors.

For undergraduate residences (including the residence halls and Northwood undergraduate spaces) overnight guests are allowed only with the consent of other roommates, and are restricted to a maximum three (3) day stay at any one time and no more than a total of six (6) nights of overnight stays per month. Overnight guests are not permitted, regardless of roommate consent, during orientation week, final exam periods, or the weekend preceding final exams. Exceptions must be approved with building professional staff members.

For **Northwood I, II, IV and V** you may have guests up to four (4) weeks during a six (6) month period if you are living in a non-shared apartment. Guests are defined as anyone who is not a household member (as defined by the Household member Policy). Guests may not stay beyond the four week period. The number of guests must not exceed occupancy limits of Apartment. Apartment is to be occupied only by you (and household members listed on Contract) and not to be occupied by or loaned to any other person or resident. Guests with vehicles must purchase a Guest Parking Permit at the Community Center. You are fully responsible at all times for the conduct/actions of guests or visitors.

For **Northwood I, II, IV and V and Munger Graduate Residences** single graduate students in shared apartments may have an overnight guest(s) no more than a total of seven (7) overnight stays per month. It is expected that you discuss your preferences with respect to all guests in the Apartment with roommate(s). Apartment and room are to be occupied only by you and your roommate(s) and not to be occupied by or loaned to any other person or resident.

7.2 Guests and Behavior

Residents are responsible for the behavior of their guests and must inform them of M Housing policies. Residents are not permitted to host any individual who has an active trespass restriction prohibiting entry into M Housing owned or operated property.

7.3 Guests and Roommate Rights

It is expected that roommates discuss their preferences with respect to all visitation in the room/apartment. Visitation of one roommate should not infringe on the rights of other roommates. Resident rooms/apartments are to be occupied only by those assigned to the room/apartment by Housing and are not to be occupied by or loaned to other residents or non-residents. (For example, four residents cannot, even voluntarily, use one double room for a living room and another double room for sleeping.)

Note: Cots may be available for temporary guest use via checkout at the Community Center.

7.4 Escorting Guests

Guests must be escorted (e.g., to and from restrooms and lounges) by host residents while in the

building between the hours of 9 pm and 8 am. Child visitation is permitted provided that guest policies are followed as outlined in 7.2 and 7.3 and that children, defined as under the age of 16, are not left unattended or unsupervised. Verification of parental/guardian permission of guests that are minors may be asked for. *The escort policy hours may be subject to change based on the policy established by the building*.

7.5 Guest Use of Restrooms and Community Spaces

Many buildings have at least one inclusive restroom for resident and guest use. Residential restroom/bathroom facilities use the labels women, men, and restroom. M Housing supports resident and guest use of the residential restroom/bathroom facilities in accordance with their gender identity. Guests are permitted to use lounges only while accompanied by their resident host.

7.6 Unauthorized Entry

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

7.7 Occupancy of Resident Spaces

Resident Rooms/Apartments are to be occupied only by those assigned to the room/apartment by M Housing and are not to be occupied by or loaned to other residents or non-residents.

7.8 Improper Incentive to Change Assignment

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

H. Animals in M Housing

8.1 Pets

The presence of animals, including birds, cats, dogs, reptiles or other animals in any part of M Housing is NOT permitted, except as described below.

Residents are permitted to keep fish in their room under the following conditions:

- 1. All residents of the room/apartment need to agree to have a fish tank in the room;
- 2. Fish tank size cannot exceed 10 U.S. gallons in residence halls and Northwood I- V apartments and Munger Graduate Residences.
- 3. Flesh-eating species (e.g., piranha) are not permitted.
- 4. All appropriate precautions must be taken to ensure that the electrical connection to the

fish tank is safe, and that other potential hazards have been properly addressed.

5. You must ensure the maintenance of the fish and tank, including over break periods.

8.2 Service Animals

Service animals trained to do work or perform tasks for the benefit of an individual with a disability are permitted in M Housing as required by law. Please see Housing Accommodations or contact the Housing Information Office at 734-763-3164 or at housing@umich.edu to obtain information on the review and approval process that must be completed prior to bringing service animals into any M Housing facility.

8.3 Emotional Support Animals (ESAs)

ESAs that provide assistance, perform tasks or provide emotional support that alleviate symptoms of an individual's existing disability may be permitted in M Housing as required by law and must be approved in advance. Residents with approved ESAs are responsible for the behavior of the ESA and must be aware of the Housing policies and expectations of having an ESA, including the permissible areas the ESA may be. Please contact the Housing Information Office at 734-763-3164 or at housing@umich.edu to obtain information on the review and approval processes that must be completed prior to bringing an ESA into any M Housing facility. Approval to bring ESAs into M Housing may not extend beyond M Housing. You are responsible for the care of your ESA at all times.

I. Prohibited and Regulated Items

9.1 Prohibited Items

The following items are prohibited within M Housing. If any of these articles is found to be in a resident space, the resident(s) will be requested to remove it from the building immediately. If the item is not removed within a specified timeframe or in cases where the safety of residents may be at risk, M Housing reserves the right to impound unauthorized or prohibited personal property. Residents will be held financially and contractually responsible for damages incurred as a result of possession or use of prohibited items. M Housing reserves the right to prohibit or request the removal of additional items on a case-by-case basis.

Prohibited items may include:

- Air conditioners not owned and installed by M Housing (*Northwood Community Apartments contact hsg-fac-businessoffice@umich.edu)
- Bed risers and other materials that elevate the bed or other modular furniture elements that is not shown in one of the manufacturer's approved configurations (see *Furnishings and Lofts*)
- Wireless routers and other technologies (see <u>U-M Network Proper Use Agreement</u>) (except in Northwood IV and V Community Apartments)
- Coffee Makers without an automatic shutoff

- Candles and incense
- Drug-related paraphernalia (e.g., bong, pipe, vaporizers)
- Water pipes (hookahs)
- Electric blankets or fireplaces
- Electrical Outlet Extenders (devices that can be screwed into a light bulb socket that has an electrical outlet the light bulb is then screwed into the extender)
- Extension cords higher than 16 gauge (e.g., 18 or 20 gauge)
- Firearms, fireworks, explosives, ammunition
- Foil-lined cupboards, stove, and/or walls
- Fog machines
- Gasoline and highly flammable substances
- Resident Grills (undergraduate residence halls/apartments and Munger Graduate Residences only)
- Halogen lamps or bulbs (all types, including clip-on, torchiere and desk styles)
- Heating pads without an automatic shutoff
- Hot plates or any cooking appliance with exposed elements
- Hoverboards
- Humidifiers of all types unless there is documented medical need (Contact housing@umich.edu with documentation)
- Items in basement that prevent easy access to drains and mechanical equipment
- Locks, latches, or similar devices (for interior or exterior doors) beyond what is provided by M Housing
- Mercury thermometers (If a mercury thermometer on campus breaks, the resident will be charged for the mercury spill cleanup with costs ranging from \$300 or more.)
- Natural, cut trees, branches, and/or greens (such as holiday trees, wreaths, and garlands)
- Oil-based popcorn poppers
- Pesticides (such as commercially available bug bombs, bug spray, or poison bait)
- Pianos and organs (except in Northwood I, II, IV, V Community Apartments)
- 3D Printers
- Refrigerators not owned by M Housing greater than 5.5-cubic foot capacity and/or amperage draw of more than 1.5 amps
- Rice cookers without an automatic shutoff
- Satellite dishes mounted in any fashion to any interior or exterior area
- Sleeping pods, capsules, or enclosures that interfere with hearing a fire alarm or evacuating a room or building
- Slow cookers (including hotpots, instant pots, and crockpots) (except in Northwood Community Apartments and Munger Graduate Residences)
- S'mores makers

- Space heaters (*Northwood Community Apartments review the regulated items section for exceptions)
- Subwoofers
- Tanning beds
- Toasters and toaster ovens within residence halls
- Trampolines
- Vent covers
- Warmers for candles, oils, or waxes
- Waterbeds/water chairs
- Weapons, including Airsoft gun, paintball guns, knives with blades longer than three (3) inches, and any weapons used for decorative or collecting purposes (Kitchen knives with blades longer than three (3) inches will not be considered weapons in the Northwood Community Apartments and Munger Graduate Residences because these dwellings have kitchens in each unit.)

9.2 Regulated Items

All items on the Regulated Items list must, where applicable, be Underwriters Laboratory (UL)-certified. This is not an all-inclusive list; if you are unsure about an item, check with housing@umich.edu. You will be held responsible for damages incurred as a result of unsafe use of permitted items.

- Freezers, dishwashers, and additional refrigerators (allowed in Northwood IV and V only)
- Grills/Barbeque grills: only commercially purchased charcoal or propane may be used in Northwood Community Apartments. The use of any grill at any time must occur outside of the apartment on the ground level in an open-air environment. Burning of wood, twigs, dry brush, and other items is prohibited. Use of grills on upper level stairwell landings is prohibited. Propane tanks are allowed outside of the apartments for use with gas grills only.
- Outdoor playground equipment and inflatable toys, exceeding six feet in height. All outdoor toys are the responsibility of each resident; they should be labeled properly and should not be left outside in courtyards, common areas or in sandboxes. All toys need to be placed indoors or stored in areas specifically designated for storage such as fenced toy lots or apartment patios when not being used. Parents and/or legal guardians will be held responsible if their toys or equipment contribute to an unsafe condition or negative appearance that impacts the aesthetics of the overall Northwood Community. Some examples include toys or equipment that obstruct walkways, ingress, and egress or appear to be broken and/or abandoned. Toys/outdoor equipment that are not properly labeled and/or stored will be visibly tagged for potential removal by University staff. If after 48 hours the tagged item has not been removed or stored it may be removed by University

staff.

- Patio furniture is allowed but must remain in patio areas. In the event University personnel are required to move such furniture to conduct their duties, the University will not be responsible for damages. Residents will be held financially responsible for any labor charges. No personal furniture is permitted on the Munger Graduate Residence rooftop.
- Personal cooking devices and/or microwaves are not permitted in individual student rooms in Munger Graduate Residences.
- Surface water pools are permitted in NW I, II, IV and V and cannot exceed four feet in diameter and two feet in depth. Children in or around pools must be supervised by a parent or someone charged by the parent with the responsibility of supervision at all times. Pools must be emptied (and stored in a manner that prevents water from collecting) when not in use. There are no pools permitted on the Munger Graduate Residence rooftop.
- Space heaters (Northwood Community Apartments only): Portable electric baseboard and flat panel heaters are permitted. These heaters must meet the following criteria: (a) must be electrically powered, (b) must be an oil-filled heater, (c) must have automatic overheat shutoff protection, and (d) must automatically shut off when tipped over
- Washers and dryers are permitted in Northwood I if a hookup is present and can be rented (See <u>Laundry Options</u>)
- No unauthorized appliances such as under the counter dishwashers are allowed in all of Northwood.
- Bidets are permitted as medical accommodations with approval from the Housing Information Office or as a religious or cultural accommodation with approval from Diversity & Inclusion in coordination with the Housing Information Office. A bidet cannot be installed until approval has been confirmed.

9.3 Religious and Cultural Accommodations

Candles, incense, and smudging are permitted for religious or cultural observances with approval from M Housing. Residents are required to e-mail Diversity & Inclusion (diversityandinclusion@umich.edu) to discuss requests that involve the use of celebratory candles, incense, or smudging materials. See *9.2 Regulated Items* for requests involving bidets.

Outdoor religious structures (i.e. sukkahs) must be approved via the <u>University Outdoor Event Policy</u>.

For questions about religious and cultural accommodations, please reach out to diversityandinclusion@umich.edu.

9.4 Community Memorials

Memorials are permitted with approval by Housing Student Conduct and Conflict Resolution and are not to block hallways, walkways, or other areas of egress. HSCR will work with the requesting student to find an appropriate space. (Requests should be directed to HSCRProcess@umich.edu.) Memorials are permitted to remain up for 15 days.

HOUSING STUDENT CONDUCT AND CONFLICT RESOLUTION (HSCR) PROCESS

Even with the guidance of the Statement and the CLS, conflicts will occur in the community. Though challenging, these conflicts present an opportunity to advance M Housing's mission to create and sustain learning-centered residential communities. The special environment of M Housing allows the community to take advantage of this opportunity through an approach known as restorative practices.

Restorative Practices represents a philosophy and a process that acknowledges that when a person does harm, it affects the person(s) they hurt, the community and themselves. It is a process that brings community members together to build community and address any harm caused within that community. Restorative Practices can range from the informal to formal as different behavior arises in a community. Restorative Justice (RJ) is one formal method of addressing harm and impact within the residence hall community. When using restorative justice measures, an attempt is made to repair the harm caused by one person to another and to the community so that order may be restored for everyone.

The Housing Student Conduct and Conflict Resolution (HSCR) Process has been developed with the restorative justice principles in mind. The process strives to resolve conflicts by promoting understanding and appreciation of the community standards, encouraging residents to take responsibility for their own actions, ownership for their community, and engage with all the affected community members in the resolution.

The HSCR process is an administrative function, and it is not subject to the same rules of civil or criminal proceedings. Because some of the violations of CLS or CLAM documents are also violations of the law, students may be accountable to both the legal system and the University. The HSCR process may be changed from time to time by the University. The HSCR Process and University processes will often proceed notwithstanding any civil or criminal proceeding.

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

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

For more information about the HSCR Process, please contact <u>HSCRprocess@umich.edu</u>.

A. Documentation of Possible Violation(s)

When possible violations of the Statement of Student Rights and Responsibilities (Statement) or the Community Living Standards (CLS) are observed in connection with M Housing, they are generally documented by residents, staff members and/or Housing Security/DPSS officers. The information report is submitted to appropriate M Housing staff for review.

B Initial Review of Incident

HSCR staff reviews the report and decides how the case will be handled.

The staff may decide to dismiss the case without further action, to direct the case further through the HSCR Process, refer to the Community Circle program, or refer the case to the Office of Student Conflict Resolution (OSCR). In some cases the incident may be considered for emergency removal or relocation.

Community Circle

A community circle is a type of alternative conflict resolution that brings the resident together with all the other affected parties to talk about the incident. The resident acknowledges responsibility and talks about how the incident unfolded, and the other parties explain the impact on the community. Together, the resident and other parties develop an agreement that reflects ways the resident can repair the harm done and achieve restored status within the community. The resident is responsible for carrying out the agreement and failure to do so will result in the case being referred back to the Hall Director or HSCR staff member arbitration officer for assignment of restorative measures. If the resident completes the community circle and fulfills the agreement successfully, the resident will not incur a conduct record. The information about the case will be kept for statistical purposes only. Community Circles are typically held for students involved in an incident with others for the first time and eligibility is determined by HSCR professional staff.

OSCR Referral

The following is the criteria that M Housing will use when considering whether to refer a case to OSCR:

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

member of the M Housing community.

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

C. Case Disposition

After the initial review is conducted, and notwithstanding any emergency measures needed, the contract holder will be notified on next steps concerning the HSCR process and if, for example, the matter is recommended for Community Circle, the matter will continue through the HSCR process or whether it will be referred to OSCR. Every effort will be made by the Hall Director or HSCR staff member to notify the contract holder within 10 working days of receipt of the incident report. Following notification, if the matter is retained within Housing for disposition, HSCR staff will contact the student to schedule a meeting as described below. A contract holder's failure to participate in or respond to the HSCR process will not prevent the process from moving forward. In those situations, the case may be resolved in the contract holder's absence.

Should the contract holder have a concern regarding the fairness of the Hall Director or HSCR staff member, a request for a new arbitration officer may be made within 24 hours of receiving the request for a meeting described above. The request for a change should be directed to hSCRprocess@umich.edu and should include the rationale for requesting the change.

D. Rights and Responsibilities in HSCR Process

Resident's Rights in Housing Student Conflict Resolution Process

The resident's rights under the process include the following:

- 1. The right to be informed in writing of the alleged violation(s), with time, and with enough detail, to ensure the resident the opportunity to adequately prepare for the meeting;
- 2. The right to decline to participate in the meeting. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the meeting will continue;
- 3. The right to decline to appear at the meeting. Such action will not be interpreted as an indication of responsibility for the alleged violation; however, the process and the meeting will continue;

- 4. The right to present information on the resident's own behalf;
- 5. The right to request information from any member of the residence hall community who has direct knowledge of the incident, unless a HSCR Staff Member determines that the information would be irrelevant, immaterial or redundant, or cannot be disclosed due to legal concerns;
- 6. The right to see all information presented and to question all people who appear before the M Housing Staff Member;
- 7. The right to be supported by an advisor who will be permitted to attend the meeting, but not allowed to participate. Residents must notify the M Housing Staff Member within 24 hours of the meeting if an advisor will be accompanying them;
- 8. The right to challenge the objectivity of the M Housing Staff Member;
- 9. The right to receive a timely written decision;
- 10. The right to an appeal within five (5) business days after the receipt of the decision letter.

Resident's Responsibilities in Housing Student Conflict Resolution Process:

It is the resident's responsibility to respect the process. The following actions are actions that misuse the process and may result in additional violations of the CLAM:

- 1. Falsifying or misrepresenting information during the meeting;
- 2. Disruption or interference with the orderly conduct of the meeting;
- 3. Making a false accusation;
- 4. Attempting to influence the impartiality of any M Housing Staff Member prior to and/or during the course of the meeting;
- 5. Harassment and/or intimidation of any complainant, any member of M Housing Staff Member or of any witness prior to, during and/or after the meeting;
- 6. Influencing or attempting to influence another person to present false information or file a false complaint.

E. Meeting with Staff Member

If the case is retained in Housing, the staff member will conduct a meeting with the resident or residents involved. In addition, other people with relevant information may be interviewed as necessary.

Contents of Meeting

The Housing meeting should include the following:

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

The resident will have the opportunity to ask questions, respond to the report of the possible violation(s) and give the professional staff member additional information and insight, accept or deny responsibility for the violation(s), and participate in reaching a solution to the situation. Based on the meeting, and after reviewing the available information and meeting with involved persons, the staff member can make a finding regarding responsibility and assign restorative measures to repair the harm caused if the resident is found responsible.

The resident will be provided with the finding(s) and restorative measure(s), if any, in writing.

Outcomes of Meeting

Possible outcomes of the meeting may include dismissal of the charges and assignment of Restorative Measures.

Case Dismissed

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

Restorative Measures

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

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

1. M Housing Warning

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

2. Behavioral Contract

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

further measures.

3. Community Building/Restoration Plan

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

4. Educational/Community Service Time

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

5. Restitution

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

6. Removal of Prohibited Items

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

7. M Housing Probation

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

8. Restriction of Privileges

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

9. Prohibition of Entry into M Housing Facilities

Residents, guests or others who violate M Housing and/or University regulations may be prohibited from entering University of Michigan owned and operated housing units in the future. In the event that a trespass order is issued, the violator becomes ineligible to return to M Housing even as the guest of a resident.

10. M Housing Transfer

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

11. Review, Amendment or Termination of M Housing Contract

If a resident has violated the standards and values of the housing community, the resident's contract with M Housing may be subject to review, amendment or termination. It's also possible that a student's violation of standards and values of the housing community may be such that any future repeat violation will result in termination of their housing contract.

In such a situation, the University shall have the right to re-enter and take possession of the premises with the resident remaining responsible for room and board payments for the full term of the contract and for any additional damages. Residents who have had their contract terminated as a result of the Housing Student Conduct and Conflict Resolution Process may be held responsible for any or all fees and other costs incurred by the University.

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

M Housing reserves the right to file a complaint under the Statement against a resident who moves out of the Housing system before the completion of the HSCR Process, including fulfillment of any restorative measures.

F. Appeal

How to Appeal a Decision

If the accused resident or the complainant disputes the finding(s) or restorative measure(s) resulting from the Housing Student Conduct and Conflict Resolution process, the decision may be appealed. Appeals are heard by an Associate Director or designee. They must be submitted in writing via email at https://www.hsc.edu within five (5) business days after the receipt of the decision from the Hall Director or HSCR staff member. If the appeal is related to CLS 1.15 and relevant to Michigan Learning Communities the appeal will be heard by members in Housing and LS&A or their designees. If an extension is requested before the expiration of the allotted time, this deadline may be extended at the discretion of the Associate Director for HSCR. The appeal statement should specify the grounds for the appeal. The response to an appeal will be based only on an interview with the resident and/or complainant, review of the records of the case, review of the arbitration (if applicable), and/or review of any new evidence that was not reasonably available at the time of the arbitration. Residents must write and submit an appeal on their own behalf.

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

Grounds for Appeal

Grounds for filing an appeal are limited to the following:

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

Response to Appeal

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

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

The outcome of the appeal is final.

Resolution of possible violations before term ends. Possible violations of the CLS or Statement that concern M Housing should be addressed before residents depart from Housing at the end of any term. Residents who fail to respond to outstanding Housing conflicts may be denied the opportunity to return for the next term and the case will be reviewed and heard in their absence by their Hall Director. Residents involved in such incidents, and who are not planning to return to M Housing, may have their cases referred to OSCR. Violations allegedly committed by non-residents who are University of Michigan students may also result in a referral to OSCR.

Revisions

The HSCR procedures will be reviewed in concert with the Residence Halls Association (RHA) and other residents, and are subject to change.

The CLAM is reviewed and edited as needed on a yearly basis by staff in the Housing Information Office and Housing Student Conduct and Conflict Resolution. All revisions are

approved by the Director of Housing and the Office of General Counsel.

Special Circumstances: Emergency Removal or Relocation

The safety and wellbeing of our residential students is a top priority and the emergency removal or relocation of a resident student is sometimes required to maintain a safe environment for our students. M Housing has the right to request or require a resident to leave M Housing when that resident's continued presence in the housing community poses a significant disruption to the community or poses a significant risk to any person or property or as otherwise set forth in the CLAM. Emergency removal or relocation of residential students is typically the result of a severe situation that has occurred involving a residential student, which often presents imminent danger to persons or property in the community.

In such cases, the following process will occur:

- M Housing will hold an Emergency Removal/Relocation meeting to conduct an
 individualized assessment of the situation. The Associate Director of HSCR will
 endeavor to attend and lead this meeting. If the AD of HSCR is not available, the
 Director of Residence Education or the Director of Housing Security will fulfill that role.
 This meeting should occur as soon as possible after notice of the incident is provided.
- 2. The outcome of the meeting will be a determination of whether emergency removal / relocation is necessary and, if so, whether it will be temporary or permanent. Temporary removal / relocation may be appropriate if the situation warrants further investigation and resolution through the HSCR or other process. Temporary removal / relocation may also be appropriate if the triggering incident(s) is temporary by nature and the risk will be eliminated with the passing of time.
- 3. If reasonable, students will be provided the opportunity to voluntary leave housing or relocate to alternative housing. If time permits and doing so does not jeopardize the safety or well-being of the housing community, the student will have a chance to respond to the allegations and share additional information before a decision is made.
- 4. If emergency removal or relocation is deemed appropriate, the student will receive notice of the decision by way of an emergency removal / intent to vacate written communication. This communication, typically in the form of a letter, will inform the resident whether the removal or relocation is temporary or permanent and inform the student on what they must do to comply with the emergency removal process.
- 5. Student and/or student's guests may be permitted to return to their residence if escorted by a Housing staff member.
- 6. Students and/or household members may have their access to M Housing owned / operated properties limited or cut off following emergency removal or relocation. M Housing reserves the right to change the locking devices and access rights on resident room / apartment doors and/or residence hall outer doors.
- 7. If an emergency removal or relocation is temporary and further investigation is

warranted, the decision whether or not to permit the student to return to the housing community and the conditions upon which they may do so will be determined by the M Housing Student Conflict Resolution or other appropriate process.

If removed from the halls due to violations of the CLAM or pursuant to this emergency removal/relocation process, a resident is still responsible for the room and board as outlined in their contract unless otherwise agreed to by M Housing.

Interpretation

Any question or interpretation regarding the HSCR Process shall be referred to the Director of M Housing or a designee for final determination.

MICHIGAN LEARNING COMMUNITIES and LEGACY HOUSING

Michigan Learning Communities and Legacy Housing Resident/Participant Responsibilities:

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

Michigan Learning Community Designated Rooms:

M Housing reserves certain rooms and areas for the Michigan Learning Communities (MLCs). Students who opt out of their MLC or lose eligibility to remain in the MLC may be moved to a non-MLC space. Students residing in MLC-designated rooms are not eligible to sign up for the room for future contract periods without permission from the MLC and M Housing.



Community Living at Michigan: Housing Policies and Procedures 2020 - 2021

Table of Contents

I. Policies and Procedures	
A. Contracts and Assignments	
a. Contract Modification or Termination	35
b. Eligibility to Reside in M Housing	39
c. M Housing Charges	43
d. Individual/Group Damage and Loss Assessment	44
e. Parking and Motor Vehicle Operations	45
B. Housekeeping and Maintenance	
b. Residential Computing and Electrical Systems and Devices	48
C. Check in and Check Out	
D. Keys	
E. Dining Services	
F. Safety and Security	
G. Soliciting	

Section I: Guiding Policies & Procedures

Community Living at Michigan ("CLAM") includes three documents: (i) the Community Living Standards ("CLS"); (ii) these Housing Policies and Procedures; and (iii) the housing contract each student contract holder enters with the University ("Housing Contract"). Residential students and contract holders are responsible for the expectations and procedures contained within all the CLAM documents.

Housing Policies and Procedures describes policies and procedures designed to ensure the smooth functioning of M Housing facilities and apply to all M Housing unless otherwise noted. Some individual halls, communities, and departments in M Housing have additional policies and procedures. Residents who live in those communities or are members of those groups agree to abide by the additional policies and procedures as part of their contract, as well as by those described in this document. Policies and procedures may be changed from time to time.

CONTRACTS AND ASSIGNMENTS

Contract Modification or Termination

Undergraduate Housing Contracts

In rare cases, a resident may petition early contract termination. Requests are not automatically granted. Approved petitions are subject to an early termination fee of 80% of the remaining contract obligation.

University Housing will review petitions on a case-by-case basis and has discretion on whether to grant a request and whether the early termination fee shall apply. Note the early termination fee is typically only waived in situations where a student is requesting early contract termination because the student is disenrolling from the University (e.g. leave of absence, graduation, study abroad). Contract holders whose petitions are granted must vacate by the date and time mandated by University Housing. Any contract holder granted early contract termination who fails to follow the procedure for checkout may be held accountable for full payment of the contract.

Graduate Northwood Community Apartment Contracts

Please see the terms and conditions of the Graduate Northwood housing contract.

Munger Graduate Residences Contracts

Munger contract holders are expected to honor the provisions of their respective contract through the entire contract term, including during academic internships and other out-of-class experiences. Neither graduation nor changes in eligibility are grounds for termination of the contract holder's financial obligations under the contract. Students should not submit a Munger Graduate Residences contract unless they can commit to the full terms of the contract, including the length of the contract term. Contracts of the Munger Graduate Residences can be reassigned.

All Contract Holders

All contract holders, graduate and undergraduate alike, are responsible for all charges that are identified on the contract they have signed.

Checking out of your residence does not relieve you of your contractual obligations. Contact the Housing Information Office if you wish to discuss or request early termination. Approvals for early termination are rare. Any contract holder who fails to follow the procedure for checkout after being granted contract termination may be held accountable for full payment of the contract. No petitions for early termination will be granted to residents whose contracts are terminated during the final two weeks of a semester or last 30 days of the contract, whichever is longer.

When a contract is terminated for conduct reasons (e.g., via the Statement of Student Rights and Responsibilities or Community Living Standards), the University shall have the right to re-enter

and take possession of the premises, while the contract holder remains liable for the full term of the contract.

Substance-Free Assignments

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

- Alcohol
- Tobacco products (including smokeless)
- Illegal drugs and drug paraphernalia
- Illegally obtained prescription medications

Members of the substance-free community voluntarily choose substance-free housing. This commitment is taken very seriously by M Housing, and violations of the commitment may be handled by the Housing Student Conduct and Conflict Resolution Process.

Contract Reassignment

A contract reassignment is the transfer of a contract from a resident with a submitted housing contract to an eligible student without a submitted contract. It is the contract holder's responsibility to find a replacement. Procedures vary for undergraduate and graduate housing options. See the M Housing website for more information.

Reassignments are processed and approved through the Housing Information Office only. Reassignment of the contract does not release the original contract holder from liability for room and board payments. Should the new occupant fail to pay or remain eligible, the original contract holder will be held responsible for the terms and conditions of the original contract.

Contract Renewal

All M Housing contracts are for the specific duration printed on the contract and are not automatically renewable. Residents who wish to return to Housing will find more information on the renewal process on the Housing website.

Expiration of Contract Term

Undergraduate residence hall and Northwood III residents must vacate their rooms within 24 hours of their last exam, but no later than the end date and time stated in their contract, regardless of whether the academic term has expired. (Exceptions to this policy are described in *Extended Stay*.) Non-student, Student contract holders without final exams or located in Northwood I, II, IV, V or Munger must vacate by the end of the contract date. If you remain beyond the expiration date without the written permission of M Housing you will be subject to removal and

additional charges for rent and service charges resulting from a stay beyond the contract period. There may also be other legal remedies available to the University.

Vacation and Break Periods

Vacation and break periods are subject to change - please visit the M Housing website for locations and hours of operations. Typically, M Housing facilities remain open during the Thanksgiving and spring break periods and limited dining service is available during these break periods. During the University break between fall term and winter term, residence halls are completely closed and residents must vacate the premises. Northwood Community Apartments and Munger Graduate Residences remain open between fall and winter terms. Residents must follow procedures provided by M Housing staff at their building or hall level.

Extended Stay

You may not remain in your room or apartment beyond the contract end date. In rare cases, exceptions may be permitted. Residents must follow whatever processes are required to request a stay beyond their contract end date. Additional charges may apply. See the M Housing website for additional information.

Sublets

Subletting of contracted space is not permitted.

Assignment Changes: Resident-Initiated

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

• Assignment Swap: Two contract holders may agree to exchange room assignments at any time, provided the change is properly coordinated through the Housing Information Office (subject to room change freeze periods) or at the Community Center of your building (beginning with Move-In). Contract holders cannot swap into a vacant space; the switch must be done with another contract holder, and both must live in their respective new spaces. Residents must be fully eligible for the space they are switching into, and switches that result in a change of rate type will be billed at the rate of the new room. In some cases (such as moving from Northwood undergraduate apartments to a residence hall), a swap may also result in the addition of a meal plan to the contract. M Housing does not facilitate swaps other than by providing a section on its website where interested parties can communicate with one another.

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

• Fall Term and Winter Term Waitlists: Information regarding these processes can be found on the Housing website. Contract holders are responsible for the terms and rate of their new space.

Assignment Changes: M Housing-Initiated

- Vacant Spaces: M Housing reserves the right to make an administrative room change into a vacant space, independent of the waitlist, when it deems a change necessary. Contract holders in a room or suite with a vacant space are required to accept a new roommate who is placed in the space by M Housing. Refusing to accept a roommate, or impeding M Housing's ability to effect an assignment into a vacant space (e.g., by not keeping the unoccupied space presentable) is a violation of the contract. Unfortunately, advance notice of a new roommate is usually not possible. Therefore, residents must ensure that the vacant space and furnishings are in a condition ready for occupancy at all times. Failure to comply with these policies can result in the contract holder(s) already occupying the room or suite being charged the full rate for the vacant space.
- Extenuating Circumstances: M Housing may require contract holders to move to other accommodations in University-owned and operated facilities if it is determined by Housing to be in the best interest of the contract holder and/or other occupants of the housing unit, the University, or M Housing. Efforts will be made to offer comparable accommodations. A move may, however, result in a rate change for which contract holders are responsible. These changes will occur within a time frame determined by M Housing.
- Overflow Spaces: From time to time the demand for housing exceeds the capacity of our available room inventory. If occupancy exceeds the system capacity, some hall lounges are converted into resident rooms. Students placed in these rooms will be offered spaces elsewhere in the system as they become available. Students residing in these spaces will be required to move if (a) a standard residence hall space becomes available prior to the third week of the semester or (b) the occupancy of the room drops below full capacity.
- Modified Rooms: M Housing has modified, and, in some cases, equipped, some of its spaces to meet the needs of contract holders with disabilities. Contract holders without disabilities may receive an assignment to such a space which requires a contract

addendum. This addendum stipulates that the contract holder agrees, upon 15 days written notice from M Housing, to be transferred to another space if the contracted premises are needed for a student with a disability. If such a transfer is made, M Housing agrees to provide a new assignment that is reasonably equivalent to the initial space not including any special features designed for the needs of a person with a disability.

- Damaged Assignments: If an assigned space is deemed uninhabitable for any duration, M Housing will make an assessment of time needed to make necessary repairs. Reasons a space might be defined as uninhabitable may include one or more of the following: fully destroyed or substantially damaged in an accidental manner, the need for extensive repairs, or other purposes related to health or safety necessity. If the room will remain uninhabitable for an excess of 30 days, the contract holder will have the option of either terminating the contract by giving written notice to M Housing, or relocating to a comparable space, based on availability, in the current or a different M Housing facility.
- Disruption of Services: M Housing and the University are engaged in ongoing efforts to maintain and improve facilities, and make every effort to inform residents in advance of activities that may affect their environment (e.g., painting public spaces, plumbing repairs, renovation of buildings and apartments). The most noticeable unwanted byproducts of construction include noise and dust. M Housing works with contractors and others to mitigate the impact of noise and dust as much as possible and to schedule work during the least disruptive times. The disruption or non-performance of services due to maintenance activities or construction does not constitute grounds for termination of the contract.

Further, the disruption or non-performance of services due to a labor stoppage or to fire or other casualty does not constitute grounds for termination of the contract. If such an event disrupts services, M Housing will determine, in its sole discretion, if affected residents are eligible for a refund for services not provided. The University has no other responsibility for disruption or non-performance of service.

Eligibility to Reside in M Housing

Contract holders must maintain eligibility during the entire time period defined in the contract. In instances where eligibility is uncertain, you are required to produce a written statement to the Housing Information Office from your school or department indicating your status. If you are a student, you must verify that you are making appropriate progress toward your degree and that you remain in good standing within the school or department. Undergraduate and Graduate students must be enrolled in classes to remain eligible to reside in M Housing during each respective academic term. Doctoral students do not need to be enrolled during spring and summer terms to maintain eligibility. At any time after you lose eligibility status, the University

may terminate the contract.

It is a condition of eligibility for M Housing that applicants for housing completely and truthfully answer criminal history activity questions. M Housing reserves the right to refuse housing based upon behavior, including but not limited to criminal activity, that the University in its sole discretion and judgment determines that refusal of housing (or termination of the housing contract for behavior that is revealed or occurs after application submission) is in the best interests of the University, M Housing residents and employees, and the M Housing community.

If M Housing becomes aware that an applicant has a record of criminal conviction(s) or other actions that could pose a risk to person or property and/or could be injurious or disruptive to the M Housing community environment, the University may not accept or may cancel the housing contract. Failure to completely and truthfully answer criminal history activity questions on any M Housing applications may result in contract termination and/or University of Michigan disciplinary proceedings.

Eligibility to Reside in Graduate and Family sections of M Housing

Meeting the below eligibility criteria does not guarantee approval of your application to live in Munger Graduate Residences or Northwood Community Apartments.

Northwood Community Apartments

You may apply to live in Northwood Community Apartments if you are a student or non-student as defined below and meet eligibility requirements:

Student

- A graduate Student
- Non-traditional Student (out of high-school 6 years or more)
- An undergraduate Student with family
- House Officer as defined by SPG 201.19
- A Ph.D. candidate actively writing a dissertation (as verified by their faculty chair)
- Students must be registered for classes and/or paying tuition at the UM, Ann Arbor campus
- Students must be enrolled for 6 or more credit hours, two out of three academic terms or be actively writing their dissertation as verified by their chair
- Students have priority for vacant units over Non-students

Non-student

 Postdoctoral research fellow at the University of Michigan as defined by <u>SPG 201.19</u> and residing with family

Munger Graduate Residences

You may apply to live in Munger Graduate Residence if you are a student or non-student as defined above and meet eligibility requirements:

The foregoing criteria, however, shall not entitle a person with eligible status to be accepted to live in Munger Graduate Residences or Northwood Community Apartments.

Household Member Policy

Michigan Housing recognizes that a household can be defined in different ways. For the purpose of living in a Michigan Housing space, the following requirements must be in place:

All household members must be disclosed to Michigan Housing. This occurs when submitting the application to reside in Michigan Housing or via a request form following the submission of the Housing Contract.

- Dependent children (under 18 years of age) may only reside in the unit if they are (a) the children of the contract holder, (b) the children of another household member residing in the unit, or (c) under the guardianship of the contract holder or another household member.
- Under no circumstances may You exceed the occupancy limits for your apartment.
- You are responsible for updating your contract with any changes of household members throughout the contract term. Any additions, deletions, or changes to the household must be provided to Michigan Housing along with required forms prior to the person(s) residing in the apartment.
- If You expect to exceed occupancy limits (due to household size increasing), apply for an apartment transfer to a larger unit ahead of time. Larger capacity apartments are not guaranteed.
- You may not allow any other person(s) to reside in the apartment who is not authorized by Michigan Housing as a member of the household or who is not a guest (See Guest Policies and Unauthorized Entry).
- Contract holders and household members are required to disclose criminal history activity and have this activity reviewed prior to occupancy. See "ELIGIBILITY TO RESIDE IN MICHIGAN HOUSING" for additional information regarding this review.

All Household members are required to follow all applicable Michigan policies, procedures, and regulations, including the Community Living Standards

Any requests for special circumstances must be submitted to the Housing Information Office. You are fully responsible for any actions and/or misconduct by your household members, dependent children, guests, and visitors.

Eligibility Status Change

• In the event that You no longer maintain eligible status, You must immediately notify the University in writing at the Housing Information Office, 1011 Student Activities Building, Ann Arbor, Michigan, 48109-1316. At any time following the termination of Your eligible status, the University may in its sole and absolute discretion terminate this Contract upon thirty (30) days' written notice to You. The University has the right, upon 45 days' notice to You, to increase the total rent due by an amount reasonably related to any increase in (a) the cost of utilities or, (b) premiums paid for liability, fire, or workers compensation insurance.

If your status changes at any time you must notify Housing by emailing housing@umich.edu. Examples include, but are not limited to: a Student who has graduated and becomes a postdoctoral research fellow or U-M staff member and a postdoctoral research fellow whose appointment has been changed to a U-M staff member. The rental rate will be assessed at the appropriate Student or Non-student rate and based upon the date of the status change. Contract holders whose status has changed to Non-student will be allowed to complete their current contract but will not be eligible to renew their contract for additional contract periods.

Duration of Eligibility

- Student Eligibility: Student contract holders are limited to six (6) contract renewals beyond the original term of the contract. Special requests from student residents to remain beyond the maximum periods of eligibility must be submitted in writing to the Housing Information Office by March 1 preceding the end of the contract.
- Non-student Eligibility: Non-student contract holders are limited to two (2) contract renewal periods beyond the term of the original contract. If a Non-student enrolls as a Student, they may not add more than the maximum student eligibility time to their time spent in M Housing as a Non-student.

Graduate, Family, and Staff Apartment Eligibility and Prioritization for Apartment Assignments

- Student applicants have priority over all Non-student applicants.
- Single graduate Students are eligible to share two-bedroom units or two-bedroom with study units with one other single graduate Student.
- Single graduate Students and postdoctoral research fellows are eligible to share six and seven bedroom units with other single graduate students in Munger Graduate Residences.
- Roommates must be mutually requested in the application process and must be brought in at the time of self-selection for Northwood Community Apartments.
- Single graduate students will be assigned a roommate by Housing if a roommate is not requested through the self-selection process.

- Married and domestic partners are eligible for any apartment type except shared units.
- Roommate gender is not restricted by M Housing.

M Housing Charges

Contract holders are required to pay all room and board charges, including house/hall dues (where applicable), in a timely manner according to the University's student account payment schedule. If a contract holder defaults on payment of rent or on the payment of any other amount due the University, the University will send written notice. Notification via University of Michigan email, University campus mail, or US Postal Service is considered written notice. If the default is not satisfactorily resolved within seven days of the notice, the University may take further action.

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

Utilities

The University will pay all normal or routine charges or costs for gas, water, heat, electricity, garbage removal, local University telephone service and DSL connectivity. Extraordinary demand or use of these services may result in additional charges.

Student Government Dues (Residence Halls and Northwood undergraduate apartments)

By submitting a M Housing contract, contract holders become members of their student governing body and the Residence Halls Association (RHA), the student government for all residents. Residents are required to pay government dues, which support the activities of the councils, as well as fund some of RHA's programs, resources and student advocacy services. The amount of dues is determined annually by the RHA Assembly during winter term of the preceding academic year. Residence house/hall government dues are added to accounts as a one-time special assessment. Once billed, this amount is nonrefundable and is not pro-rated in any way. Graduate students residing in M Housing do not pay the RHA dues.

On a voluntary basis, contract holders residing in specific halls or houses can assess themselves supplementary amounts for purchase of clothing items, special trips or programs. Questions about RHA should be directed to rha@umich.edu.

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

Furnishings and Lofts

Most residence hall rooms and some apartments are outfitted with modular furniture, which can be configured in a number of different ways. All furniture must be assembled and used according to the manufacturer's approved configurations. (e.g., the guardrails provided must be used for an upper bunk or loft unit, bed risers and other materials that elevate the bed or other modular

furniture elements are not permitted.) On beds with only one safety rail, the rail must face toward the middle of the room (not facing the wall). Information concerning proper use and safe configuration of furniture is available from brochures provided in resident rooms and from information available on the M Housing website. M Housing Staff will converse with residents about safe configurations over the course of the contract period. M Housing staff may require the reconfiguration of furniture for safety reasons. Custom-built lofts are not allowed.

No item of modular furniture may be removed from a room. No mattress may be substituted for the fire- and flame-resistant one provided by M Housing.

For safety and facility repair reasons, furniture must be kept at least two feet from windows and heating units such as radiators or heat registers (excluding Northwood Community Apartments).

Furnished Apartments

The University provides furniture for apartments in Northwood I/II/III and Munger Graduate Residences for the term of the contract. The University's furniture may not be removed from the apartment. All University-provided furniture must be kept indoors. M Housing and the University of Michigan are not liable for injuries residents may sustain as a result of improper use of University provided furnishings. Units are equipped with a stove, refrigerator, smoke alarm, and fire extinguisher.

Unfurnished Apartments

Northwood IV and V apartments are unfurnished. The apartments are equipped with a stove, refrigerator, mirror, window treatments, fire extinguisher, shower curtain, smoke alarm(s), and washer and dryer.

Storage of University and Personal Property

M Housing provides no storage in the residence halls or apartments spaces for personal property. The University is not liable for any loss or damage to any personal stored property.

Individual/Group Damage and Loss Assessment

- Fees may be charged to your university account for a variety of reasons, including administrative services or compensation for unreturned or damaged University property such as appliances or furniture. Damages may be for extraordinary cleanup required for the disposal of hazardous materials, such as mercury from a mercury thermometer (see *Prohibited Items*). Residents found responsible for tampering with any part of a window system will be billed by M Housing for any ensuing repair, replacement or reinstallation costs
- The most impartial way to effect restitution for damages that negatively affect the community is to bill only those responsible. Therefore, residents are encouraged to accept responsibility for their own and their guests' behavior. Any residents aware of any person

responsible for specific damages should contact M Housing professional or residence staff. In those instances when damages occur in individual rooms or in the common areas of the floor or building and attempts to identify the parties responsible for the damage are not successful, contract holders living in or near the affected space may be billed as a group. Contract holders who were not on campus during the period the damage occurred may be exempt from charges billed to a group; contract holders in this category must inform the Housing professional staff member in writing within 30 days of receipt of the notice of the group billing.

Parking and Motor Vehicle Operations

See the M Housing website for information and policies regarding M Housing parking lots.

HOUSEKEEPING AND MAINTENANCE

Housekeeping and Pest Control

• Residents are responsible for maintaining their rooms and apartments at a level of cleanliness that discourages pests, mold, bacterial growth and other health and safety hazards. This responsibility applies to kitchens, appliances, furnishings and any bathroom contained within the space or any bathroom with access limited to a specific, small group of residents (e.g., bathrooms associated with an apartment, a designated cluster of student rooms, or a suite such as those in Baits II Houses, Northwood Community Apartments, North Quad, Munger Graduate Residences, or Oxford Housing. For more information see also, *Hallway and Bathroom Cleaning* on the Housing Website.

M Housing may conduct proactive Health and Safety reviews in residential spaces up to twice a year.

• You are expected to call the **Plant Operations Call Center (POCC) number** 734-647-2059 promptly if pest activity is discovered and cooperate fully with the University's prevention and/or treatment program for the elimination of pests on the premises. Every M Housing facility is inspected periodically for signs of insect activity as part of the routine inspection process. Inspections sometimes involve minor applications of insecticide and/or flushing agents. You will be notified prior to each inspection. It is not necessary to be present for such inspections and no preparation will be required. If a problem is identified, a more thorough inspection and treatment will be scheduled; this typically requires some preparation by residents. Use of commercially available pesticides by residents is not allowed (see Prohibited Items).

Rooms and Apartments with Kitchens:

• Cupboards, Cabinets and Shelves: Do not use adhesive-coated or self-stick products to line cabinet or closet shelves. Do not cover cabinet doors or kitchen walls with aluminum

foil, plastic wrap or newspaper. This becomes a breeding ground for pests and is also an extremely dangerous fire hazard.

- Garbage Disposal: Do not allow grease or hard waste such as meat/poultry, bones, eggshells, rice, tea bags or fruit pits to enter the disposal.
- Kitchen Stoves: Some apartment stoves are gas appliances. Pilot lights cause the stove to have warm spots. The oven has a safety delay of up to one minute before igniting. If you hear or smell a gas leak, vacate the apartment immediately and then call the Plant Operations Call Center (POCC) at 734-647-2059.
- Northwood, Oxford, Baits, and Munger Graduate Housing: Garbage should not be placed in stairways, breezeways, courtyards, vestibules, patios, storage rooms, or anywhere other than in the designated areas such as dumpsters and trash chutes.

Maintenance Requests and Repairs

In order for M Housing to provide efficient, quality maintenance service, you are required to report all problems, defects or dangerous conditions as soon as they become apparent. You must also notify the other occupants, guests and invitees of any defects or dangerous conditions and take due precaution to avoid injury to persons or property until the defect or condition can be repaired.

The University agrees to keep facilities in reasonable repair during the term of the contract, and maintain the room or apartment in compliance with applicable regulations. The University will make all necessary repairs within a reasonable time after notice of the need for repairs. Problems with essential services such as heat and hot water or correction of a hazardous condition will be addressed by the University and fixed as soon as reasonably possible.

Submitting Requests for Maintenance or Repair

Emergency requests (such as loss of electricity, gas leak, water problem, or heat problem) should be called into the Plant Operations Call Center (POCC) at 734-647-2059.

For non-emergency repairs submit an online request at http://www.housing.umich.edu/fixit. By requesting a repair, you grant permission for facilities and maintenance personnel to enter your room or apartment when you are not present.

There will be cases when a work order has been submitted by someone other than a resident of the contracted space (examples of maintenance include work such as installing a window screen or replacing a peephole). It may not be possible for advance notice to be provided to the residents. Notice will be provided after maintenance work has occurred in the space.

Northwood residents are responsible for the initial handling of these common maintenance problems:

- Lighting pilot lights on the kitchen stove/oven. A pilot igniter is available in NW units
- Replacing burnt-out light bulbs (refrigerator, stove, or ceiling)
- Plunging clogged toilets

Munger Graduate residents are responsible for the initial handling of these common maintenance problems:

• Plunging clogged toilets

If efforts to resolve these problems are not successful, residents should submit a service request online at http://www.housing.umich.edu/fixit or by contacting POCC at 734-647-2059 for all emergencies and pest problems. Other concerns such as condition of furniture and appliances, grounds or snow removal problems, parking issues, lock-outs, cable TV, and questions concerning programs and services should be directed to your Community Center during regular business hours.

Environmental and Other Safety Hazards

Information about the Environment, Health and Safety Department (OSEH) services and programs and its commitment to the promotion of health, safety and environmental protection is available online. You can support OSEH's environmental hazards management and help ensure environmental safety for everyone by not disturbing building materials, including wall and ceiling plaster, pipe insulation and flooring.

Heat

- The boilers which provide heat to the M Housing facilities are turned on in the fall when low temperatures below 45°F (7°C) are predicted for several evenings. This usually occurs in early October, but will vary slightly from year to year. Keep areas around heating units clear and radiators dusted to allow maximum heat circulation. For term break periods, contract holders must follow their closing guidelines regarding heat settings.
- Buildings which utilize Fan Coil Units for heating and cooling (Alice Lloyd, Couzens, East Quad, Mosher Jordan, Munger, North Quad, Stockwell, and West Quad) provide individual control over temperatures within established set points. There are three different modes during normal operation based on outside air temperature. Below 47 degrees F the unit should be in *heating mode* and heating water is circulating through the fan coil in order to satisfy the room thermostat set-point. Between 47 and 60 degrees F outside temperature the fan coil will be in *ambient mode*, meaning it will not produce heating or cooling. At 60 degrees F outside temperature and above the unit will be

circulating chilled water and is in *air conditioning mode*. The purpose of the *ambient mode*, where no heating or cooling takes place, is to let the heating water cool to below 90 degrees before the building system can begin to circulate chilled water. Keep areas around heating units clear and radiators dusted to allow maximum circulation

- *Northwood I, II and III apartments* have hot water heat. Keep areas around heating units clear and radiators dusted to allow maximum heat circulation. Central controls turn the heat off when the outside temperature reaches 60°F (15°C). In most apartment rooms and common areas, slight individual adjustments may be made using a control valve/lever.
- Northwood IV and V heat is controlled by an adjustable thermostat. Keep floor vents clean and clear of obstructions for maximum efficiency. Thermostats are calibrated for a maximum temperature setting of 75°F (24°C). Overriding or tampering with the thermostats creates a potentially serious hazard and is a contract violation. The University recommends that thermostats be lowered to 60°F-65°F (15°C-18°C) at night when everyone is sleeping and when the apartment is unoccupied. This helps save energy. However, setting thermostats below 55°F during the heating season could cause water lines to freeze. Residents may request a high setting thermostat (50°F-90°F) at the Community Center front desk for an additional cost to cover installation and utilities expenses.

Snow Removal in Northwood Community Apartments

Snow is removed after major snowfalls from the main connecting walks and parking lot driving lanes. Individual apartment steps and walks are the resident's responsibility. Shovels are available for use at the Community Center.

Residential Computing (ResComp) Activation /Support

- See <u>Academic & Technology Support</u> on the Housing website for more information about ResComp. The amount of the fee charged to each undergraduate resident is available on the M Housing website see <u>Residential Computing Activation & Support</u> Fees. This fee is nonrefundable.
- Northwood Community Apartments networking services information is available on the ITS website:

http://its.umich.edu/enterprise/wifi-networks/northwood-community-apartments

Electrical Systems and Devices

• Any electrical device or power equipment, such as appliances, cords and power strips, must be Underwriters Laboratory (UL)-certified. Additional information guiding what is permitted and not permitted in M Housing facilities can be found in the *Prohibited Items*, *Safety in Hall & Apartment Communities* and within this document. If you are unsure

about an item, check with housing@umich.edu or a Housing staff member. Residents will be held financially and contractually responsible for damages incurred as a result of unsafe use of permitted items.

• Some electrical outlets in Northwood Apartments are controlled by wall switches. If an outlet does not appear to work, make sure the plug is securely in the electrical socket then turn on the wall switch. If the outlet still does not work, contact FIXIT http://www.housing.umich.edu/fixit. The circuit may be overloaded.

Northwood I-II

Efficiencies: walk-in closetOne-bedroom: hall closet

• Two-bedroom: the cabinet above the washer/dryer space

Northwood II

• One-bedroom: kitchen closet

• One-bedroom Economy: walk-in closet

• Two-bedroom: first floor closet

Northwood III

One-bedroom: on bedroom wallTwo-bedroom: on dining room wall

Northwood IV and V

Basement

CHECK IN AND CHECK OUT

Checking In

For undergraduate housing, the contract shows your designated check-in time. If needed, check the M Housing website for hours of operation of your assigned Community Center. If you expect to arrive on or close to a holiday please review the website for specific hours of operation. If you arrive after-hours you will need to make arrangements for other accommodations such as a hotel. In an emergency situation, you may call Housing Security at (734) 763-1131.

If check-in does not occur within twenty-four (24) hours after the contract takes effect, you may be reassigned to another M Housing room and will be held responsible for full payment of room and board on the reassigned premises. If you will be arriving late you may hold your original assignment by notifying the Housing Information Office in writing prior to your check-in time.

Early Move-In

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

associated with moving in early.

Condition upon arrival

All residents must electronically complete an assessment of the condition of your assignment at the time you move into a M Housing room/apartment (e.g., Apartment Condition Report [ACR], Room Condition Inventory [RCI]).

Checking out

Residents vacating their room at the end of the contract term, or because of a contract reassignment or termination, must turn in any University-provided keys/keycards and mailbox keys to the Community Center associated with their residence. The contract holder will be responsible for the replacement costs for the core and keys for any keys not returned. Residents who do not complete required checkout procedures at their Community Center may continue to be held responsible for all room charges until their checkout date is officially recorded by M Housing.

At the conclusion of academic terms (fall, winter, spring or summer), Students holding 9-month contracts are expected to vacate their room within 24 hours after their last exam but no later than their contract end date. See the extended stay process for Students who wish to stay past the contract end date. Non-student and Student contract holders without final exams must vacate by the end of the contract date. Additional information is available on the website referencing different areas of M Housing.

Complete a change of address form at any designated US Postal Service (USPS) branch to ensure you receive mail delivered by the USPS.

Condition upon Checkout

You are responsible for any charges incurred should M Housing be required to perform excess cleaning or repair damages discovered in your room when you move out unless:

- It was noted on the ACR/RCI.
- It is normal wear and tear.
- It is a maintenance problem that arose during the year and was properly reported.

An M Housing staff member determines the final room condition. This includes checking walls, ceilings, woodwork, floors, interior and exterior fixtures and furnishings. All University-provided furnishings must be in the room in original condition upon checkout, or charges may be incurred for moving, repair and/or replacement costs.

Pre-Inspections in Northwood Community Apartments and Munger Graduate Residences Housing wants to assist in your effort to leave the apartment in a condition that meets M Housing's expectations. In addition, we need to evaluate as soon as possible whether any major repairs will be required for the next occupant. To meet these needs, a pre-inspection will occur

prior to move out. This process typically requires 10-15 minutes. Residents are not required to be present and an appointment cannot be scheduled for the pre-inspection. We are not assessing the apartment for damage costs during the pre-inspection; that assessment is made at the final inspection. However, if the condition of the apartment does not meet Housing standards, you will be notified by Housing staff so you can correct the problems before the final inspection when damage charges are assessed. Upon termination of the contract, or if you abandon the room/apartment, the University shall have, and is hereby granted, full and free license to remove all your property or the property of others from the premises without being guilty of trespass, eviction or forcible entry and detainer and without relinquishing the University's right to payment or any other right given by the contract.

Abandonment

If you are physically absent from the room/apartment and owe unpaid M Housing charges, or if the University has reason to believe in good faith that you have vacated with no intent to continue living in your assigned space, then it will be deemed conclusively to have been abandoned by you and the University may immediately terminate the contract and retake possession of the room. In addition to any other of its remedies, the University may enter into an abandoned room/apartment to perform maintenance, repairs and to reassign.

Upon abandonment of the room, the University shall have, and is hereby granted, full and free license to remove all your property or others from the room/apartment without being guilty of trespass, eviction or forcible entry and detainer and without relinquishing the University's right to rent or any other right given by the contract. A determination that the room/apartment is abandoned shall also constitute a conclusive determination that you relinquish ownership of personal property remaining in the room. Any property which may be removed from the room/apartment by the University, to which you or others are or may be entitled, shall be handled or removed by the University at your risk, cost and expense. The University shall in no event be responsible as a warehouseman, bailee or otherwise for any property left in or around the room/apartment by you or others, or for the value, preservation, or safekeeping of it. You shall pay to the University upon demand any and all expenses incurred in property removal, handling, storage, and disposal. After 30 days any property removed from the room/apartment that remains unclaimed becomes the property of the University.

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

KEYS

Keys/Keycards and Mcards

All University-provided keys/keycards are the property of the University of Michigan. Unauthorized use, possession or duplication of M Housing keys/keycards and Mcards is prohibited. No additional locks or locking devices attached to doors are permitted. Residents may not lend their key/keycard/Mcard to any other individual or leave it unattended and accessible. (See also *Room Access in the Community Living Standards*.)

Northwood Community Apartments Key Replacement

Any lost entry or mailbox keys should be reported to the Community Center immediately. A lost or stolen key may necessitate the replacement of the locking core. You are responsible for any and all charges, including replacement keys for yourself, contract holders, household members, guests, visitors or any roommate(s), replacement of the lock cores and replacement keys.

Northwood Key Distribution:

- Individual and Family Apartments: One apartment key is issued for each adult listed on the contract up to two adults. Additional keys for other adult household members may be issued. One mailbox key is issued for each apartment.
- Shared Apartments (Roommates): One front door key and mailbox key is issued to each contract holder. No additional keys will be issued.
- All keys must be returned upon move-out. The contract holder will be responsible for the replacement costs for the core and keys for any keys not returned. All apartment keys also open the laundry rooms.

Lockouts

Residents who are locked out of their apartment or room may borrow a key from the Community Center during regular business hours with proper identification. When the Community Center is closed, residents should request lockout assistance from the Division of Public Safety and Security at 734-763-1131 and have the appropriate identification available. A borrowed key must be returned to the Community Center. No individuals will be admitted to an apartment or room other than their own.

DINING SERVICES

Use of Dining Services

- Most student contracts with M Housing include both room and board meal service. For complete information about meal plans, nutrition services, and accommodations for religious observance, visit the Michigan Dining website.
- Residential students on board plans must present and swipe their Mcard (University of Michigan ID card) at the dining hall entrance before entering the dining hall for a meal.

Individuals may not lend their card or transfer board plan meals to any other person. Allowing unauthorized use of meal plan privileges may result in cancellation of meal privileges without a refund, additional charges and referral to the M Housing Student Conduct Resolution Process. Information about buying meals for guests is available in dining and meal plans on the Michigan Dining website or at any Mcard Office.

• No one may bring food or drink into the dining halls or use dining hall equipment or supplies to prepare or consume food or drink not supplied by Michigan Dining. Additional policies govern what items may be taken from the dining halls. Information is available on the Michigan Dining website.

SAFETY AND SECURITY

Entry and Room Search

Entry and search may be necessary, and the University may exercise its contractual right to conduct either or both under certain circumstances. M Housing recognizes and respects your desire for privacy, especially within the context of a group living environment. In its efforts to protect this desire, M Housing has defined the conditions under which authorized University personnel may enter or search your room. The following procedures have been developed as a guide for M Housing staff to enable them to perform their duties and to maintain certain standards while at the same time giving due recognition to the privacy which is desired by individual residents. The following University and University-affiliated personnel are authorized to enter under the terms described below:

- Full-time professional staff members of M Housing (e.g., Hall Directors and Facilities personnel).
- Housing Security Officers with the Division of Public Safety and Security.
- Employees of the University's Department of Environment, Health and Safety (OSEH).
- University and non-University personnel contracted to perform maintenance, repair or other services on behalf of M Housing.
- Other members of University staff and/or authorities may enter under the conditions described below when accompanied by a member of the professional or resident staff. In an emergency situation, fire department personnel may enter unaccompanied.

Entry Procedures:

- 1. The University reserves the right to enter your room/apartment and bedroom:
 - a. to provide maintenance or housekeeping services
 - b. to verify occupancy
 - c. to conduct sanitation, maintenance, or safety reviews
 - d. to exhibit the room to contractors or workers
 - e. if there exists a clear indication or reasonable cause to believe that there is a violation of an established conduct or health and safety standard

- f. in the event of an emergency to protect life, limb or property and to mitigate any hazard or threat to the community
- 2. Students are expected to comply with any safety and health guidance adopted by M Housing or the University as it relates to professional staff entering residential spaces.
- 3. If it is necessary, under the conditions outlined, for authorized University personnel to enter a room when no resident is present, the resident(s) will be notified of the entry and the reason for the entry. This provision does not apply to housekeeping and maintenance personnel performing routine duties, or to staff conducting a Health and Safety review, for which prior notification of residents is required. These reviews traditionally take place at the beginning of fall term, during winter break and at the end of winter term. These reviews may take place at any time during 12-month occupancy with appropriate notice.
- 4. The Division of Public Safety and Security will be called to remove an item of personal property from a room without prior consultation with the owner when it is the judgment of the staff member that the item represents an imminent hazard to property or the resident(s) of that room or the community at large.
- 5. If illegal goods are found and confiscated during the authorized room search, the resident may be subject to criminal prosecution and disciplinary action.
- 6. M Housing staff is also authorized to remove from a resident room clearly identifiable University property not provided as part of the room furnishings. If an item is removed under the above conditions, the resident will be notified of the removal. If the removed item may be legally possessed by the resident, but is in violation of these Policies and Procedures, the Community Living Standards (identified in this document), or the Statement of Student Rights and Responsibilities, it may be claimed by the resident but cannot be retained in the building.
- 7. For shared rooms, the University reserves the right to prepare the vacant space for a new occupant.

Missing Persons

If someone has a concern that a student resident is missing, this concern should be reported to a M Housing professional staff member. Housing Security in collaboration with Residence Education and other Housing partners will conduct a preliminary investigation in order to verify the situation, and will obtain information around circumstances that relate to the student in question. If preliminary investigations are unsuccessful in locating the student and/or show cause for concern, Housing Security immediately will engage the U-M Police Department for assistance and formal reporting. UMPD will make notification to the confidential contact designated by the student, if the student is deemed missing through investigative efforts. That

contact will be made within 24 hours of that determination.

Fire Safety

Every M Housing facility is furnished with fire extinguishers and smoke detectors. In Northwood Community Apartments and Munger Graduate Residences, periodically check the fire extinguisher gauge to be certain that it is fully charged. In Northwood IV and V, push the test button of your smoke alarm monthly to be sure that the detector is operating properly. If either the fire extinguisher is not fully charged or the smoke detector does not work, please request service by calling POCC at 734-647-2059.

- Dial 911 to report a fire or other emergency
- Always turn the stove or oven off when not in use
- Do not use stove or oven as heat source
- Always use UL-approved extension cords, appliances and electronic equipment
- Do not run extension cords under carpets, hang them from nails, staple them to walls, or run them outside
- In Northwood Community Apartments (where applicable), Munger Graduate Residences, and in community laundry rooms, clean clothes dryer lint filter after each use

In order to maintain clear and safe egress pathways and in an effort to achieve full compliance with existing life safety and fire safety laws, codes and rules, both State and Federal, the following decoration protocols shall be observed in all M Housing Residence Halls.

Fire Safety and Decorations

When planning a decorating program, the following regulations must be observed:

- Combustible materials such as cotton batting, straw, dry vines, leaves, trees (cut or live), artificial flowers, shrubbery, and foam-type plastic materials shall not be used for decorative purposes.
- There shall be no public areas in the building that are decorated or otherwise adorned outside of the designated posting boards in each building (or residential room doors as detailed above). Wall space shall not be covered with postings or decorations of any kind. No decorations or displays shall be placed in any public area.
- Decorations found to be in violation of this policy may be removed and discarded without notice. When notice is possible, the person responsible for the violation will be given an opportunity to immediately remove the material.

With written permission from the Hall Director or Community Center Manager, programmatic banners or posters may be posted in areas other than those detailed above.

Soliciting/Sales/Advertising

M Housing deems the entire Residence Hall and Apartment communities as students' homes and strives to provide an atmosphere conducive to study and academic pursuit, as well as a

comfortable, supportive and challenging living environment. M Housing rooms are to be used solely for residential purposes.

Anyone wishing to solicit in M Housing facilities or on M Housing properties must complete the online application, and agree to abide by all appropriate University and M Housing regulations. At no time is commercial door-to-door, telephone, or flyering solicitation permitted. Solicitors within a residence hall should be reported to DPSS at 763-1131.

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

Policies regarding door-to-door canvassing and solicitation tables can be found on the M Housing website.

M Housing reserves the right to restrict activities permitted under these policies (e.g., during move-in, move-out, study days and exams). M Housing also reserves the right to bar groups that practice or promote harassment or discrimination on the basis of race, color, national origin, age, marital status, sex, sexual orientation, gender identity, gender expression, disability, religion, height, weight or veteran status.

This section applies to Northwood Community Apartments only. Solicitation and electoral and non-profit canvassing of residents is permitted under the following terms and conditions:

- Solicitors must agree to abide by all applicable laws and University ordinances and regulations while on M Housing grounds.
- \bullet Commercial companies, non-profit organizations, candidates or elected officials, and other organizations are permitted to send representatives door-to-door in Northwood apartment areas from 10 a.m. -7 p.m. only.
- If you do not wish to have contact with any solicitor, place a "NO SOLICITING" decal on your outside door. These decals are available at the Community Center front desk free of charge. All solicitors are expected to adhere to this "NO SOLICITATION" posting and not make any contact with the residents of a unit with such a posting. You are encouraged to contact either the Community Center or the Division of Public Safety and Security to report potential violations of this policy. Any individual or organization soliciting within Northwood Community Apartments grounds that violates any term or condition of this policy may be ordered to leave, or be escorted from the premises by DPSS or Housing Security.

• Individuals or organizations who violate these policies and expectations while on Northwood Community Apartments grounds may be prohibited indefinitely from further activity and may be subject to other actions as applicable under law. Individual residents or groups of residents may invite a commercial vendor to their Apartment for purposes of a commercial solicitation, project demonstration, show, or similar event. Any such solicitation is subject to the Michigan Home Solicitation Act, MCLA 445.111, and et seq. With this type of solicitation, sales may not be consummated at the demonstration site or on the assigned date of the event; residents interested in making purchases may make appointments with sales representatives to do so in their own Apartments at a later date. Residents must be guaranteed three business days to cancel their order with full refund.