

## **Housing and Dining Regulations**

*Updated as of August 28, 2021*

### **A. Terms and Conditions**

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The college's Housing and Dining Program is an integral and required component of an Oberlin education. In choosing this residential college, students agree to accept the following principles, terms, and conditions, and to be responsible for all associated fees.

### **B. Principles**

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Tuition charges provide for the college's academic program; room and board fees provide a residential setting for that program. Tuition fees pay the salaries and benefits of faculty and staff, and provide for a wide range of facilities and programs – libraries, laboratories, an art museum, a music conservatory, athletic facilities and a student union – all of which create the context for a liberal arts education. As a result, tuition and fees do not vary by student although individual students may use particular programs or facilities differently.

Room and board fees pay for the staff, programs, and facilities that sustain a comprehensive living environment for a residential college with a geographically diverse student population as well as college overhead costs. Because a college of Oberlin's size and scope could not exist without a complete housing and dining structure, residential fees are comprehensive for all students regardless of how individual services may or may not be used. Therefore, subject to the exemptions noted below, all students enrolled in Oberlin College are required to pay the room and board fees and to live and take meals in college housing and dining halls.

The principle of the Housing and Dining Agreement is that the products of both tuition and room and board fees are essential elements for equally of all students. Therefore, those fees are comprehensive in scope and required equally of all students. Unless a student has an exemption or receives off-campus status these charges may only be reduced through a financial aid grant administered by the Office of Financial Aid.

The following terms and conditions summarize the agreement between Oberlin College and an enrolled student for housing and dining. In addition, all enrolled students must abide by all policies and procedures as established by the appropriate Oberlin College committees and offices.

#### **1. PAYMENT OF FEES**

Fees are set each year by the college and approved by the Board of Trustees and are payable at the start of each semester; they are included in the statement sent by the Office of Student Accounts. Students who leave the housing and dining program are billed at the rate of 10 percent of the semester charge for each week or a fraction thereof in residence. There is no refund after the ninth week of the semester. Any student who remains enrolled in the college, but leaves college housing and dining during the academic year without official notice and approval, continues to be liable for all tuition and room and board fees for the full academic year.

**a. Public Health Emergency.** In the event the College must cease operations of its Housing and Dining Program to the general student population due to public health emergency needs, including COVID, the refund schedule outlined in Section 1(b) of this Agreement will apply. If a student who has executed this Agreement obtains permission to remain on campus during ceased operations ("permitted students"), this Agreement will remain fully effective. Should Permitted Students require additional time on campus outside the dates of the applicable academic

term and the College grants such additional permission, the Permitted Student will enter into a separate Agreement for the additional period of time on campus.

**b. Public Health Emergency Ceased Operations Refund Schedule.** In the event of ceased operations pursuant to Section 1(a) of this Agreement, the College will issue students a refund according to the following schedule (based on the Week of ceased operations): Week 1: 100%; Week 2: 75%; Week 3: 65%; Week 4: 55%; Week 5: 45%; Week 6: 35%; Week 7: 25%. The College will not issue refunds under this Section after the Seventh (7th) week of ResEd operations.

**c. Violation of Academic Year Community Agreement.** Notwithstanding the procedures outlined in Section 8 of this Agreement, if the College determines a student violated the Academic Year Community Agreement and the violation results in the student's removal from campus, the student's removal from campus will trigger the automatic termination of this Agreement. The College's procedure for determining the student's violation under the Academic Year Community Agreement will be sufficient for the legal procedural requirements for College tenant rental agreements.

## 2. HOUSING AND DINING EXEMPTIONS

All students are expected to live in Res Ed housing unless the student receives a written notice of off-campus status or exemption from the Offices of Residential Education and Dining Services. All Students are expected to take meals unless the Student receives a written notice of exemption from the Office of Residential Education.

### *a. Exemptions*

Students in the following categories may be exempted from the Res Ed housing and dining requirement, if requested by the student within the college's established deadlines in advance for the academic year:

- (1) Students who are married to another non-Oberlin undergraduate student who submit a copy of their marriage license.
- (2) Students who live with their parents and commute from their parents' primary home within a 50 mile radius of Oberlin and have a minimum six months established residency. Proof of permanent residency is required by the publicized deadline.
- (3) Students who are enrolled for five (5) credit hours or less (verified after the add/drop date for classes).
- (4) Students who have underage dependent children.
- (5) Students who are 23 years or older by January 2 of the academic year in which the exemption applies to them.
- (6) Housing Only: Students (approximately ten (10%) of the undergraduate population) who have at least six semesters of residency and have requested and have been formally granted off-campus status. If the number of requests exceeds the number of students able to live off campus, a lottery system will be implemented. The lottery is based on the number of semesters in residence and a computer generated random number. Lottery numbers will be assigned to each person or group who registers for off-campus status within each semester of residence category. Students who have been on an approved Academic Leave of Absence (ALOA) or have lived off campus with official notification will receive residency credit. Students who have been on a Personal Leave of Absence (PLOA) or Medical Leave of Absence (MLOA) will not receive residency credit for those semesters away. Transfer students can receive up to four semesters of residency credit by sending a copy of the transcript(s) to the semester based upon time in residency must live off campus for the entire academic year. Continuing students will not be granted

off-campus status for the spring semester, even if they achieve the residency requirement. No student returning from leave spring semester will be granted off-campus status unless they were eligible and received off-campus status in the previous spring's housing selection process.

Students who receive off-campus status are required to submit their off-campus address and phone number to the Office of Residential Education and Dining Services by the end of the first week of classes. Failure to notify the college of an off-campus address may result in fines and forfeiture of off-campus status. Students who accept off-campus status and then choose to return to college housing will be eligible to select only from housing available at the time of their return. Students should not sign an off-campus rental lease or pay a security deposit without receiving formal written notification of off-campus status.

### ***b. College Dining Program***

All students, including students who receive off-campus status or a housing exemption, are required to participate in the college dining program and are responsible for fees connected therewith, unless the Office of Residential Education and Dining Services grants a specific exemption. Students who receive off-campus status via section B.2.a. (5) above are not entitled to an exemption from participation in the college dining program. *Subsequent Housing and Dining Elections*

Any student who has been granted an exemption who subsequently elects to participate in a college housing and dining program is committed to that service for the academic year or the remaining portion thereof.

### ***c. Special Accommodations***

The college complies with all applicable laws relating to students with disabilities. The Office of Residential Education understands that some students may have a medical condition or disability that requires a special housing or dining accommodation. Students who believe that they may need an accommodation for housing or dining because of a disability should contact the Office of Disability Resources. Required documentation should be submitted by the deadline established by the Office of Disability Resources. Assistance with such documentation will be provided upon request.

### ***d. Room and Board Fees***

Students are liable for all room and board fees unless and until they are granted a housing or dining exemption in writing from the Office of Residential Education and Dining Services, after which an appropriate adjustment will be made. The Office of Residential Education and Dining Services cannot consider individual financial concerns in determining fees or assignments. Nonpayment of room and board fees cannot be used as a form of financial aid. The Office of Financial Aid is the only office that is authorized to administer financial aid.

## **3. ROOM AND BOARD SERVICES**

Occupancy of college housing begins for new students on the official new student move-in dates for the academic year, and for returning students the official returning student move-in dates for the academic year. Occupancy ends for undergraduates the official move out dates. Dining services on the official move-in dates and ends on dinner the day before the official move-out date. Students may not arrive early or depart late without written permission from the Office of Residential Education and Dining Services. A sliding scale fee will be assessed based upon the date that a request was made and the number of days approved to arrive early or stay late.

Room and board fees provide furnished rooms in college-maintained housing and dining services for the fall, spring and summer semesters or the remaining portions thereof. All college housing is closed for winter shutdown. If access or retrieval of items is requested during break or shutdown periods, a fee will be assessed. Housing assignments are for the

full academic year if a student is enrolled for consecutive terms.

A valid OCID card is required for access to residential buildings and dining halls.

#### **4. RESIDENCE ASSIGNMENTS**

The Office of Residential Education assigns rooms to new students on the basis of the housing application. Returning students select housing based on a reassignment system that gives priority to students based on the number of semesters in residence and randomly assigned appointment time.

The college currently provides gender-blind housing. Gender-blind housing provides an opportunity for enrolled students of any gender identity (male, female, transgender, those who do not identify, etc.) to opt to live together in rooms, floors, wings, or buildings. Designations of single-sex wings will be reviewed on an annual basis.

##### ***a. Summer Waitlist***

Students may generally place themselves on the summer waitlist after the returning student housing selection process is complete. Priority on the summer waitlist is based on semester in residence and then by the day and time students place themselves on the waitlist. Assignment changes over the summer will be made based on the preferences listed on the waitlist, and students will be notified of their reassignment after the change has been made. The summer waitlist expires on the day before the first day of classes.

##### ***b. Academic Year Waitlists***

Students who accept an assignment but would prefer another housing situation may place themselves on a waitlist beginning on the first day of classes. Priority for reassignment from the waitlist is based on semesters in residence then date of submission.

##### ***c. Academic Year Assignment***

All housing assignments are for the entire academic year.

#### **5. PERSONAL USE**

All students residing in Res Ed housing agree that the housing assigned to the resident shall be used only by the individual assigned to the space and may not be transferred or assigned or sublet to another person. Residents may not be assigned to more than one residency space at the same time or occupy more than one space at the same time. The assigned space will be used only for personal living, sleeping, and studying. Public spaces, including but not limited to lounges, studies, kitchens, or bathrooms may not be used for personal living or sleeping unless assigned by the college. No commercial business operation, solicitation, canvassing, sales, marketing, or advertising will be conducted out of the assigned space or public spaces in the building. Residents should be aware that they are subject to all local, state, and federal laws, including those regarding gambling, firearms, and the use and possession of alcoholic beverages and illegal drugs.

#### **6. RIGHTS RESERVED BY THE COLLEGE**

The college at all times reserves the right to assign or reassign students to a housing space, including temporary space(s) in lounges, and to close rooms or facilities when vacancies exist or when areas are rendered unfit for occupancy. Agents of the college shall have the right to enter college housing at all reasonable hours (and upon reasonable notice when applicable) for the purpose of examining the spaces or making repairs or alterations as necessary for safety and maintenance. The college reserves the right to conduct life safety inspections as necessary, without prior notice, to identify and correct life safety violations. Residents are responsible for understanding and complying with procedures including in any residential handbook and with the Student Conduct Policies and Housing and Dining Regulations.

Oberlin reserves the right to transfer or evict students in accordance with section 16 of the Housing and Dining Agreement.

## **7. HOUSING AND DINING ASSIGNMENT CHANGES**

Housing assignments are generally made for the entire academic year and are not subject to change, except as required by the College to fill vacancies or to consolidate assignments as delineated in the Housing and Dining Agreement.

Notwithstanding, a housing assignment may be changed upon the request of a student at the discretion of the Office of Residential Education. The office has the discretion to grant or deny this request.

Residents who wish to change assignments should fill out the Room Change Request form found on the Residential Education website. For changes during the academic year, once a space becomes available, the resident will be contacted about the opportunity to move and the appropriate process to do so. Students are given 48 hours to completely move out of their assignment and sign all administrative paperwork. Assignment changes for students who place themselves on the waitlist during the academic year are granted based on semesters in residence and then date of submission.

Reassignments required for students in temporary housing will take priority over students on the waitlist. Any change in housing assignment does not affect the student's obligation under the Housing and Dining Agreement.

Residents who complete an unauthorized housing change or fail to complete an approved housing change may lose their preferred housing assignment, be required to relocate, be charged a fine, and/or be subject to disciplinary action. Students whose assignment changes are authorized at the end of the fall semester must vacate their current assignment prior to leaving Oberlin in December. This applies even if the student plans to remain on-campus during winter term. Students are given 48 hours to completely move out of their assignment and sign all administrative paperwork. Assignment changes are granted on a basis of date of submission.

## **8. REMAINING OCCUPANT**

When vacancies occur in college housing spaces, the college has the right to show these spaces and assign new occupants to fill these vacancies. The college also reserves the right to reassign the remaining occupant of a housing space to different accommodations. If a student has a roommate who fails to move in, leaves the college, or moves to other college housing, the remaining student(s) must accept a new roommate or make a housing change within five business days during the academic year. After five business days, the college may consolidate assignments, assign new students to the empty space(s), or bill the student at the established buy-out rate. Students with the highest priority (semesters in residency) will have the first option to occupy multiple spaces without roommates. Students who refuse to accept a new roommates or who fail to clear the unassigned portion of the room or unit may be subject to disciplinary action and fines.

The college retains the right to fill any vacancies that occur over the summer and winter shutdown/winter term at its own discretion.

## **9. STORAGE OF PERSONAL BELONGINGS**

Oberlin College does not provide on-campus storage for personal belonging. Storage vendors that are not affiliated with Oberlin College and are private companies are available to students. For more information about some of these companies visit [new.oberlin.edu/office/housing/storage/](http://new.oberlin.edu/office/housing/storage/).

## **10. STORAGE OF BICYCLES**

All campus bike storage is limited and available on a first-come, first-served basis. As a courtesy, students who are continuing in college housing in the following academic year are permitted to store bicycles at the college over the summer. There is no access to storage areas over break periods or during the summer recess. Students store items at their

own risk and Oberlin College assumes no liability for lost, stolen, or damaged items.

The college reserves the right to dispose of unauthorized items in storage, improperly labeled or stored items, or possessions left for more than one year and will bill students for the cost of removal of unauthorized items found within storage. Students may not store items after they have graduate, been suspended, withdrawn or have otherwise left the college.

## **11. RESPONSIBILITY FOR PERSONAL PROPERTY**

The college and Office of Residential Education and Dining Services assume no liability for theft, damage, or loss of money, valuables or other personal effects of any student or guest caused by fire, water, steam, insufficient heat, power failure, the elements, neglect, theft, or the actions of a third party that occur in college housing or on college property. Students are encouraged to confirm that their property is covered by their family's homeowners' insurance or to carry personal property insurance.

## **12. MAINTENANCE**

No resident shall alter, paint, repair, or contract the repair of any furnishing, structural fixture, or electrical, mechanical, or plumbing equipment. Routine maintenance needs are to be reported to Facilities Operations using the "How to Submit a Work Order" link ([new.oberlin.edu/office/facilities-operations/submit-a-work-order.dot](http://new.oberlin.edu/office/facilities-operations/submit-a-work-order.dot)). Maintenance emergencies need to be reported to Facilities Operations' service response desk during normal working hours and to the Office of Campus Safety after hours and on weekends or holidays. Only the appropriate college service employees may paint and make alterations to the room or furnishings. The college will be responsible for making all repairs determined to be necessary and appropriate.

## **13. RESPONSIBILITY FOR ROOM CONDITION AND USE**

The student agrees to use ordinary care in the use of the residence, the furniture, appliances, and all other parts of the residential community. Charges for special cleaning, keys, and for repairing or replacing of any damage or loss to property necessitated by the lack of due care on the part of the student or guests, will be billed to the students assigned to the room or unit. If the damage and/or charge cannot be attributed to a particular room or student, it will be appropriate divided and charged to all student(s) of the unit, floor, building, or community. Students will be billed for any pieces of furniture missing from the room/unit at the time of auditing. No furniture is to be removed from any room or unit. Room furnishings may not be stored in storage areas or in any public areas including hallways, bathrooms, kitchens, laundry rooms, and/or lounges. Furniture in one room-unit may not be exchanged for furniture in another room/unit without the prior written permission of the area coordinator of the building. Windows may not be used as entrances or exists except in the case of an emergency. For safety reasons, window screens must be kept on windows in all college housing and dining halls. If screens are removed or damaged students will be billed for the labor to re-hang or replace the screens.

All students are prohibited from accessing roofs, mechanical rooms, electrical vaults, custodial closets, CIT closets, loading docks, or any other unsafe areas regardless of whether or not the space have been locked off by the college. Students living in village housing are not permitted to access basements, attics, roofs, ledges, terraces, or balconies (except in Union/Goldsmith apartments) or any other unsafe areas regardless of whether or not the spaces have been locked off by the college.

## **14. CHECK-IN AND CHECK-OUT PROCEDURES**

### ***a. Check-In***

Upon checking into college housing, students are responsible for acknowledging the condition of their assigned space by completing and submitting the Room/Apartment/House Condition report within 24 hours. The purpose of the condition report is to protect both students and the college regarding damage charges. Students will be

billed for all damages/losses not noted on the check-in condition report above ordinary wear and tear at the time of checkout as delineated above. Failure to return the check-in condition report will result in an inability to appeal damage charges assessed upon check-out.

### ***b. Check-Out***

Students are expected to check-out, return their key(s) if applicable, and follow written procedures, as outlined in the closing memo, for vacating their assigned room/unit. Students are expected to reassemble furniture and to remove all trash, personal belongings, and college property not itemized on the condition report prior to check-out. Fines and charges will be assessed for failure to meet the check-out requirement or for damage or loss of college property. Residential Education and Facilities Operations' staff members are all able to assess fines/charges to students. Students may incur additional charges following check-out after college staff completes a final inspection.

Students living in traditional residence halls or village housing have the right to appeal charges, if they have followed proper check-out procedures. Appeals of residential education check-out charges must be received within 30 days of billing. The criteria upon which appeals may be based are:

- 1) New information is available that was not available at the time charges were assessed;
- 2) Charges were incorrectly assessed;

Listed below are the steps that students should take if they decide to appeal a charge from Residential Education.

- 1) Complete the check-out charge appeal form on the Residential Education website. The request for an appeal must include detailed rationale that addresses one or all of the criteria.
- 2) A professional staff member in Residential Education will begin investigating the appeal within five business days of receipt.
- 3) If charges cannot be appealed, students will be notified and the appeal process will end at this point.
- 4) If the charges can be appealed, students will be notified of the outcome of the appeal. Notification will occur within three weeks of receipt.
- 5) If the appeal is denied, a final appeal based on the criteria above may be made to the Director of Residential Education (or designee) within five business days of the initial decision. The determination of the Director of Residential Education (or designee) is final.

### ***c. Late Check-Out***

Students must vacate by the published deadlines. Failure to vacate and return keys by the deadline will result in the assessment of a late check-out charge. Students who are suspended, leaving, or withdrawing from Oberlin College must vacate within 48 hours of the actual date of withdrawal/suspension/departure.

## **15. TELEPHONES**

Students in college housing are provided with basic telephone service that includes on-campus and local calling free of charge. Students who bring their own phones to campus will need to plug a phone into the telephone jack. The only restriction on personal phones is that 2.4GHz cordless telephones are not permitted, as they interfere with wireless data networks. The Telephone Office will not be able to maintain personal phones brought to campus. Voicemail is available free of charge to all students. Students desiring phone service should contact the Telephone Office. If students experience a problem with phone service, they should report the problem to the Telephone Office directly. Students are not allowed

to receive collect phone calls. If a student is found to have accepted collect charges, they may be subject to disciplinary action and will be required to pay accrued charges.

## **16. SUGGESTIONS, COMPLAINTS, AND APPEALS PROCESS**

Students' suggestions and complaints regarding college housing, dining services, regulations, policies, and issues should be submitted to the Office of Residential Education and Dining Services by e-mail to [resed@oberlin.edu](mailto:resed@oberlin.edu).

### ***a. Requests for an Exception***

Requests for an exception to any policy listed in the Housing and Dining Agreement should be submitted in writing to the Assistant Director for Housing Administration by e-mail to [resed@oberlin.edu](mailto:resed@oberlin.edu). All requests for an exception will be granted or denied in writing. Students should not assume approval prior to receiving written notification. The Residential Education staff does not have the authority to render decisions based on financial issues or concerns that could require an accommodation with the Office of Disability Resources.

### ***b. Appeals***

Students who have requested an exception and have been denied by a Residential Education or Dining Services staff member may appeal the decision to appeals board. Appeals will be heard based on special circumstance specific to the student. The appeals board does not have the authority to render decisions that change policy or those based on financial issues or concerns that could require an accommodation with the Office of Disability Resources. All appeals must be submitted by e-mail ([resed@oberlin.edu](mailto:resed@oberlin.edu)) to the appeals board, in care of the Office of Residential Education and Dining Services. A final decision will be rendered within 30 days of receipt of the appeal; except when the appeal is received after May 1 or December 1, then the final decision will be rendered within 30 days after the beginning of the next semester.

## **17. DISMISSAL FROM COLLEGE HOUSING**

Pursuant to Ohio law, the college may terminate the Housing and Dining Agreement and required the Student to vacate college housing upon a determination that the student has violated a provision of the Housing and Dining Agreement or has violated an applicable provision of *Student Regulations, Policies, and Procedures* pursuant to the Conduct System, including but not limited to: failure to pay tuition and room and board fees, trafficking or abuse of controlled substances, weapons violations, as a response to cumulative disciplinary history or damage to college housing and property, and in the response to facility emergencies resulting from fire, water, or weather damage. Notwithstanding, in any case where a student's presence in college housing poses an immediate threat to person or property, as determined by the Office of Residential Education and Dining Services, the student may be required to immediately vacate college housing until a hearing on the matter is held. A determination that the student has violated a provision of the Housing and Dining Agreement or violated an applicable standard of the *Student Regulations, Policies, and Procedures* may be made only after the student is given written notice of the alleged violation and a right to be heard on the matter. The college's notice and hearing procedures and the college's authorized to make foregoing determinations, are described in detail in the *Student Regulations, Policies, and Procedures*. In the event that the Housing and Dining Agreement is terminated as a result of such a violation, the student will be responsible for room and board fees in accordance with section 1.

## **C. Community Resources and Opportunities**

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### **1. PARTIES**

To support students in their efforts to plan responsibly for social events in residential spaces the Office of Residential Education and Dining services developed the following processes for seeking authorization to sponsor parties.

#### ***a. Authorization for Traditional Housing***

Residents who wish to host a party in traditional housing must pick up a part-planning packet that outlines the party-planning process from the Office of Residential Education. In traditional, a “party” refers to large scale events in either public or private spaces in the building. To plan these events, residents must meet with the professional staff member from Residential Education who is responsible for oversight of their building at least three weeks prior to event. Failure to meet this deadline within three weeks will result in the party not being approved. No alcohol will be permitted at events hosted in traditional housing.

### ***b. Party Authorization for Village Housing***

Residents who want to host a party in village housing must complete the party application located on the Office of Residential Education website by Tuesday of the week in which the party is occurring (no less than three days prior to the event). In village housing a “party” refers to an event that will exceed the guest policy. Failure to meet this deadline within three days will result in the party not being approved. The Office of Residential Education may choose not to approve a party in village housing even if the 3-day minimum has been met.

An appropriate staff member needs to be available to meet with residents and inspect the house. Parties in village housing will not be approved during fall or spring break, or for the last two weekends of the fall and spring semesters.

All parties must adhere to all college policies regarding, alcohol, noise and guests.

### ***c. Unauthorized Party/Violation of Party Policy***

Unauthorized parties or approved parties that violate the party policy are subject to conduct action that may include educational sanctions, fines, and fees. The assessment of charges associate with these incidents serves as a reminder that unauthorized parties or parties that grow out of their capacity to maintain community standards warrant an institutional response that might have been avoided through careful party planning and monitoring.

The educational sanctions for such incidents may include, but are not limited to, the loss of the privilege to register future parties, referral to relevant educational programming that may carry a fee, an informational interview with a specified administrator, an unauthorized party fine of up to \$100 per resident of the unit involved, and/or restitution for damages to college property resulting from activity associate with said party. The disciplinary status sanctions imposed may range from written warnings up to and including suspension to dismissal.

Any monetary charges associate with the party will be divided equally among the residents assigned to the residential units, or equally among the individuals found responsible for the party through conduct proceedings. Charges will be billed directly to individual students’ accounts.

## **2. COLELGE HOUSING GOVERNANCE**

### ***a. Structure and Organization of House Council (Legislative)***

By the end of the second week of classes, each college housing section should elect a treasurer and any other officers deemed necessary.

Section presidents will represent their sections on the house council and will be responsible for calling meetings and seeing that the section responsibilities and business are carried out.

### ***b. Responsibilities of Section Presidents/House Council Members***

Sections are required to meet to discuss the needs and concerns of group living and to determine any regulations desired by the residents (quiet hours, visiting limitations, etc.). No such regulations voted by the sections may

contravene published student regulations.

Sections are encouraged to meet as often in the year as their needs dictate. Attendance of the entire section will be required when section regulations (as previously noted) are established or changed. Regulations adopted will require a three-quarters vote and will be cast by secret written ballot.

### ***c. Section Enforcement and Appeal***

The individual section will be responsible for the enforcement of the regulations it has established. If the section finds that individual members refuse to abide by the rules established, the section or the individual members may bring a formal complaint to one of the college conduct bodies, having sought the advice of the Director of Student Conduct and Community Standards as to the appropriate and available channels. Alternatively, any of the in-hall professional staff of the Office of Residential Education and Dining Services may be asked to act as intermediary. More formal avenues for mediation are also available. If behavior in a particular section disturbs other sections, the house council will request the section to respect the rights of others in the section. If the problem continues, a complaint should be brought to one of the higher conduct authorities.

## **D. Housing and Dining Conduct Policies**

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The community standards for residential living and dining detailed below are established to promote personal responsibility and to support cooperative community living. Residential Education staff members are trained to respond to violations of community standards in order to foster a sense of community in the residential halls and facilities of Oberlin College and to model and encourage respect for self and others.

Professional Residential Education Staff members are authorized to respond administratively to violations of many housing and dining conduct policies.

Administrative responses to violations of possession of illegal drugs, controlled substances, and related paraphernalia are detailed within the Alcohol, Tobacco, and Other Drug Policy.

A Residential Education staff person may respond administratively to a violation discovered during a life-safety or end of semester inspection once in any academic year. A second such violation may be handled this way if it occurs during a different academic year; all prior fines and interventions are satisfied; and if the residents do not have an existing conduct record related to the use, possession or distribution of illegal substances or related paraphernalia. Administrative responses may include a fine, an educational intervention where one is appropriate, and an administrative notation in a student's record that a life safety violation has taken place. The fines that may be imposed are published in the Oberlin Fines and Fees, and are subject to change each academic year. Individuals who disagree with an administrative response to a documented violation may schedule to meet with a hearing officer to resolve the matter by participating in a conduct administrative hearing.

### **1. ALCOHOL DRUGS AND TOBACCO**

The policies listed here are those specific to alcohol use and possession in college housing. Please refer to the "Oberlin College Alcohol, Tobacco, and Other Drugs Policy" for more information:

- a.** Persons under the age of 21 may not possess or consume alcoholic beverages or host drinking in college housing.
- b.** Alcoholic beverages may be possessed or consumed (but not sold) in student rooms by the resident(s) and the invited guests who are of legal drinking age (21 or older).
- c.** Underage persons may be present when drinking occurs in a private residential room as long as a legal-

aged resident of that room is present. It shall be the responsibility of the legal-aged resident to see that alcoholic beverages are not served to or consumed by underage persons. Anyone allowing underage students to drink alcohol in a college housing room will be subject to disciplinary action.

*d.* Open containers of alcohol are not permitted in lounges, hallways, bathrooms, porches, stairwells, balconies, and laws or in other public or semi-public areas of college housing.

*e.* Residents of legal drinking age may not possess large quantities of alcohol in college housing. The alcohol present must be deemed a reasonable amount intended for personal consumption.

*f.* Kegs or beer balls (empty or full) and common source containers are not allowed in college housing.

*g.* Beer bongos and other items used for quick or mass consumption of alcohol are strictly prohibited.

*h.* The college reserves the right to bill the students assigned to a residential unit and/or sponsors of alcohol related activities hosted in the assigned unit for any damaged resulting from the alcohol related activity.

## **2. GUESTS**

Residents may have an overnight guest including family members for a single visit of not more than seven consecutive nights per semester in college housing. The presence of the guest cannot constitute an inconvenience for roommates or otherwise interfere with the housing community life. If this occurs, the college has the discretion to terminate the visit. In no instance shall a guest become a long-term resident in a college facility.

Residents are responsible for the actions of their guests and must be present for the duration of the visit.

Residents are required to apprise Residential Education staff of any overnight guest in a college owned residential facility. The resident should send this notification to the appropriate Area Coordinator by e-mail. The number of guests in a college residence at one-time should not exceed two guests per person assigned to the space.

Violations of any aspect of the policy will result in conduct action and/or eviction. It is Oberlin's philosophy that the residence halls should provide a living environment that fosters mature and responsible behavior between students and that protects the rights and needs of individuals. To this end, it is the policy of the college that each section or residence hall should determine its visitation policy. The policy set by the section or hall may be more but not less restrictive than the Office of Residential Education's stated policy.

## **3. SPORTS**

Students may not conduct games or sporting events/activities or engage in other behaviors that may cause damage or injury to any other person or property in hallways, lounges, or stairwells or limit egress from the building. This includes but is not limited to using any athletic equipment, rollerblades, roller skates, skateboards, scooters, or bicycles within college housing except for use in authorized gym areas.

## **4. LIFE-SAFETY POLICY**

Residents agree to abide by state, local, and college regulations regarding fire, safety, and sanitation as stated below. In addition, students are expected to follow all policies related to prohibited and regulated items and smoking while in college housing. Failure to comply with these regulations jeopardizes the safety of self and others and may result in conduct action and/or fines.

### ***a. Equipment***

Tampering with, misuse of, or vandalism of life-safety equipment in any college building is a violation of state law. Equipment includes but is not limited to fire extinguishers, heat sensors, pull boxes, fire doors, exit signs, smoke detectors, door closures, sprinkler heads, and fire hoses. Causing a false fire alarm to sound may result in disciplinary action and fines. Evacuation from the building by all residents is required when the fire alarm sounds. Use of the fire escape of any college building is permitted in emergency situations only. Any non-emergency use of fire escapes is prohibited and will be considered an act of trespass.

***b. Egress from Room***

Furniture or other obstacles may not block, or limit access to doors, fire escapes, room windows, or any other means of egress from any room or building.

***c. Door Closures/Smoke Detectors/Evacuation Signs***

Removing, covering, or tampering with automatic door closers, smoke detectors, or evacuation signs is prohibited and will result in disciplinary actions and fines.

***d. Fire Alarms***

Fire alarms exist in college housing to protect the occupants of the building. False fire alarms can decrease students' response time to evacuation when alarms sound. The most common, preventable alarms are the result of carelessness while cooking. Students are expected to be responsible when cooking, this includes, being present in the kitchen at all times, using vent hoods (where present), turning off burners and ovens after use, and ensuring that cooking appliances are clean prior to and after use.

Fire alarms that activate because of the negligence of residents or their guests may result in disciplinary action and fines. Fines may include, but are not limited to: (a) fines assessed to the college for Fire Department response; (b) labor costs associated with resetting the alarm (up to four hours of electrician labor); (c) labor costs associated with the Office of Campus Safety response (up to one hour of labor); and/or (d) materials (e.g., replacement smoke detector, discharged fire extinguisher). Students are expected to take responsibility for fire alarms that could have been prevented. In the case that a student does not take responsibility or there are repeat alarms in a single building, then the college reserves the right to divide any associate fine or fees among the residents of the building.

**5. CLEANLINESS OF ASSIGNED LIVING SPACES**

For the sake of the general health and safety of the community that lives in close proximity, residents are expected to maintain the cleanliness of their assigned living spaces.

***a. General Housekeeping Expectations***

Students are expected to maintain the cleanliness of their room/unit including regular vacuuming/sweeping, trash removal, and proper food storage and disposal. Students living in units with kitchens or private bathrooms are expected to appropriately clean and maintain these spaces and associated appliances. Excessive accumulation of paper, trash, food, and clothing on the floor(s) and around radiators may constitute a fire/health hazard and/or pest concern. Students living in village housing must ensure that porches and yards, especially in the front of the unit, are free of trash, interior furnishings, and generalized clutter.

### ***b. Response to Hazardous Condition or Pest Issues Related to Housekeeping***

When students report pest issues, a Facilities Operations staff member or a designee will inspect the room. If the pest issue is made worse by the failure of the student(s) to maintain the spaces as defined above, the student(s) will be assessed fees associated with pest inspection and control.

If the state of your room is determined to be a hazard/concern, you will be given notice to correct the situation. Failure to do so within 24 hours may result in conduct action, relocation, and cleaning fines.

## **6. NOISE**

For the policies regarding noise in residence halls, see Noise Policy under Housing Related Faculty Approved Policies.

## **7. PETS**

Fish and other aquatic animals that can only survive in water are the only pets permitted by students in college housing. The maximum aquarium size is twenty gallons. No other animals are permitted in residential spaces for any period of time unless specifically approved by the Office of Disability Resources. Unapproved pets may result in conduct action, fines, assessment of cleaning fees, and possible pest control costs.

## **8. PROHIBITED AND REGULATED ITEMS**

### ***a. Wall Hangings***

Oberlin College strongly recommends using finishing nails or tacks where possible to hang room decorations, as they tend to damage the walls less than most adhesives. In addition, we recommend the use of “sticky tack”, a rubbery substance that is usually blue or white in color. Please be aware if using other adhesives even those claiming to be safe for walls that they may remove paint in some spaces if not removed according to the instructions. Students are responsible for the costs associated with damage to the walls of their rooms due to hanging decorations. Some college housing assignments have bulletin boards or corkboard strips, while others have molding strips on which molding hooks may be used. Window treatments should be hung using tension rods. Duct and packing tape, screws, etc. may not be used on walls, doors, woodwork, or furnishings due to the damage that may occur to walls or finishes.

For the sake of fire safety, residents in college housing may not have coverings (cloth hangings, tapestries, posters, pictures, window treatments, etc.) on more than one-third of a room’s wall surface. Residential Education permits cloth tapestries, but only on walls. Residents may not mount canopy arrangements on beds or walls. Residents may not hang anything from the ceiling or from or around fire safety equipment (smoke/heat/fire detectors/sprinklers/etc.).

### ***b. Electrical Appliances***

Residential Education permits students to have the following electrical appliances in college housing: micro-fridges provided by the college rental program in village housing and renovated residence halls, TVs, radios, stereos, telephones, fans, typewriters, personal computers, and hair dryers, as well as curling and clothing irons, and coffeemakers/pots with automatic shutoff features. Residential Education prohibits the following electrical appliances in college housing: air conditions and cooking appliances – including microwave ovens, immersion heaters, popcorn poppers, hot plates, and water heaters.

### ***c. Refrigerators***

Only one refrigerator per room is allowed in college housing. Divided doubles are considered one room.

The capacity of refrigerators may not exceed five cubic feet except for refrigerators provided by the college rental program and those refrigerators in village housing or apartments.

***d. Grounded Extension Chords***

Extension cords must be grounded (three-pronged) and should be protected with fuse devices (surge protectors) throughout college housing.

***e. Combustible Materials***

The presence of combustible materials including but not limited to gasoline, kerosene, paints, thinners, poisonous or hazardous chemicals, and fireworks or explosives is prohibited throughout college housing.

***f. Electric Blankets***

Electric mattress pad covers and electric blankets are prohibited in college housing.

***g. High Wattage Lamps***

The use of halogen lamps or light bulbs of higher wattage than the specified rating in the light fixture is prohibited throughout college housing.

***h. Portable Heaters***

Use of electric, kerosene, or other types of portable spaces heaters is prohibited in college housing.

***i. Nonflammable waste containers***

Only flame retardant wastebaskets are permitted in college housing.

***j. Furnishings***

Waterbeds and other pieces of water-filled furniture are not permitted in college housing. In addition, wooden structures, including lofts and room dividers are prohibited. Curtains, blinds, or window treatments should be hung by tension rod.

***k. Bicycles***

Bicycles may be stored in individual student rooms in college housing if they do not block egress. Additional designated storage areas are located in Burton and Noah bike storage areas. In order for bicycles to be placed in storage, they must be registered with the Office of Campus Safety. All bicycles left on campus at the end of Spring Semester should be stored in one of the designated bike storage areas. Bicycles not properly stored will be removed and discarded. Motorized bicycles or motorcycles may not be stored in any facility. Motorcycles and motorized bicycles found in college housing or other facilities will be removed at the owner's expense.

***l. Decorations***

Presence of burned candles, incense, or anything with an open flame, even for religious purposes is not allowed in college housing. In addition, live or cut trees, live wreaths, or artificial trees over four feet tall are prohibited in college housing. Such items found in college housing will be confiscated and turned over to the Office of Campus Safety

### ***m. Weapons***

For the policies regarding weapons in and on college property, see the General policy on Dangerous Weapons, Fireworks, or Explosives in the Campus Code of Conduct.

## **10. PUBLIC AREAS POLICY**

Residents may be held responsible for the upkeep of public areas including, but not limited to, hallways, bathrooms, stairwells, elevators, lounges, studies, utility rooms, lobbies, porches, patios, and lawns. Residents are expected to take every precaution to assure that communal property is not abused. In addition to individual rooms, it is the responsibility of the residents to keep laundries, bathrooms, and kitchenettes clean. In college housing where the college determines that a majority of the residents are tolerating undue abuse of college property (in excess of normal wear), and the responsible individual(s) cannot be identified, all residents of the area will be held responsible for a proportional amount of the cost repairing or replacing damaged items, cleaning fees, or the cost of fines.

Lounge furnishings are designated for the collective use of residents; therefore, they may not be redistributed for use in student rooms. Any lounge furniture found within a student's rooms or in another building on- or off-campus will be considered theft, and conduct charges may be filed against the students assigned to the designated room or found responsible.

## **11. ROOM KEY POLICY**

All keys remain the property of Oberlin College. It is unlawful to duplicate a college key. Lost keys are to be reported to a Residential Education staff member immediately. A lost key or failure to return the correct key at checkout will result in at least a \$60 charge per lock change. For safety purposes, no resident should allow another person to use the key to their room. Residents should keep their doors locked at all times to prevent theft.

## **12. SMOKING**

See Smoking Policy, which can be under the Policy on Alcohol, Tobacco, and other Drugs in the Campus Code of Conduct.

## **13. STUDENT CODE OF CONDUCT**

Residents are responsible for understanding and complying with all Oberlin College policies. Behavior that threatens or endangers the wellbeing of others or substantially interferes with the rights of others may result in eviction or reassignment transfer.

## **E. Housing Related Faculty Approved Policies**

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### **1. POLICY ON ROOM INSPECTION**

*Amended administratively in August of 2005 to reflect structural and functional changes in the Office of Residential Education and Dining Services formerly known as Residential Life and Dining Services. Approved by the Rules and Regulations task Force on April 18, 200, approved by Student Senate on April 21, 2001; and approved by the General Faculty on April 22, 2001.*

There are numerous occasions in which a staff member has the right to enter a student's assigned room in a college housing unit. When entering a room for the purposes of life-safety inspections, closing a building (fall, winter, and spring breaks), facility maintenance, check-outs, and informal visits, the following activities may occur:

- a.** If staff members observe items in plain view that are prohibited by the Code of Conduct such items may be

reported.

*b.* Conduct action may be taken against the resident and any other student involved in the violation.

*c.* Staff members may have representatives of the Office of Campus Safety confiscate and turn over to the proper authorities prohibited items such as weapons, alcohol, illicit drugs, and paraphernalia that could be used to ingest illicit drugs. Staff members may have Campus Safety officers or professional in-hall staff members confiscate other items found in plain view that are prohibited according to college housing policies.

*d.* Confiscated items may be used as evidence in college conduct proceedings.

*e.* The college reserves the right not to return confiscated items.

*f.* Notifying students prior to entering their rooms is not necessary in cases of life-safety inspections and facility maintenance. Students will be notified in advance of staff inspections prior to the closing of college housing (fall, winter, and spring breaks).

## **2. POLICY ON ROOM SEARCHES**

Individual room searches are permitted when there are reasons to suspect the existence of contraband or crime. Except for life-safety searches, which the college reserves the right to conduct at any time and without notice, room searches will comply with the following regulations:

*a.* General room searches are prohibited and may not be authorized.

*b.* All searches are to be authorized by the Office of the Dean of Students or designee in advance in writing.

*c.* Students will be notified if a search of their room has been authorized, but they need not be present at the time of the search. The resident may send a witness to observe the search if they wish.

*d.* The resident has the right to be present during the search or to appoint a witness to observe the search.

*e.* A college official will oversee each search.

*f.* The resident retains the right to compensation for any damage done to their property during a search.

*g.* If a search has not complied with these regulations, college conduct action against the resident(s) may not be taken on the basis of evidence discovered during the search.

## **3. NOISE POLICY**

Housing units and subunits' homes and must inevitably accommodate a wide range of lifestyles, freedoms, and values. A continuing subject of concern in Oberlin's housing is noise, as must be the case in any community where people live in extremely close quarters with their peers or community members and have tastes, schedules, and habits that differ widely. It is appropriate to have agreed-upon times and occasions when the noise level will be much higher, for instance when programs have been planned. However, every Oberlin student is expected to ensure that no situation, for which they have responsibility, is persistently noisy enough to disturb their fellow residents or persons who live in the neighborhood close to college housing units.

It is expected that house councils and other groups with the responsibility for governance will establish rules and guidelines in college housing to address particular situations. Such groups, along with the Residential Education staff, and individual students are expected to work collaboratively to encourage compliance and to promote such principles, procedures, and policies among students. Early in the year, students are expected to discuss specific hours for quiet

hours. It is essential to bear in mind that college housing units are students' private homes; while they are of course places to relax, these rooms are the only place where students are guaranteed space and opportunity for sleep; they must also provide a private study space. Therefore, the college makes the following housing regulations, which may be augmented by those that members living in college housing units will establish:

- 1.** All stereo systems, television sets, radio, etc., in college housing units must be used either with earphones or at a level that does not disturb others. These standards for appropriate noise levels are purposely stringent; students living in Res Ed housing are encouraged to establish standards for at least moderate quiet hours.
- 2.** The practicing or playing of musical instruments in student rooms or other areas of the building is not permitted except where the house council or other governing body has designated particular times and areas for such activity. Amplified instruments are not permitted under this clause unless the house council or other governing body and the Area Coordinator approve other specific parameters.
- 3.** Specifically, music that is loud enough to possibly disturb persons outside the building, or in other buildings, must be restricted to the times designated. The house council or other governing body has a responsibility to determine what times and conditions will be considered acceptable:
  - a.** In conjunction with the house councils or other governing bodies of neighboring college housing units.
  - b.** After careful consideration of the wishes of people in other buildings in the surrounding area.
  - c.** After consultation with professional in-hall staff and other staff or persons who can bring a helpful, long-term perspective to these considerations.
- 4.** At all times, students have responsibility for showing consideration for roommates and neighbors, for cooperating when reasonably requested to reduce the volume of noise, and for negotiating agreements with neighbors and other concerned parties about appropriate guidelines for the playing of music or any other activity that has the potential to be a noise disturbance. Students are encouraged to take the following steps to counteract the problem of noise in each housing unit:
  - a.** The section, floor, or house should gather at the beginning of the academic year to discuss various community issues and to establish what standards for quiet are desired. Responding to a brief written questionnaire prior to discussion is often helpful so that all those at the meeting are aware of their neighbors' concerns and ideas.
  - b.** A meeting of representatives from the staff and house councils or other governing bodies of nearby college housing units should be held early in the year to discuss issues of noise that may extend beyond the confines of individual building; students are also urged to consult with neighboring townspeople before establishing any guidelines for noise control of situations that may affect such neighbors.
  - c.** Individual students who are disturbed by noise are urged to make a direct, courteous request to the relevant person(s) to reduce noise.
  - d.** If a problem persists, any student who is disturbed should request a meeting to review the agreements that have been made and to discuss a solution. Students may want to ask for the support of a staff member in facilitating such a discussion.
  - e.** In the event that conflicts are not resolved by any of the above consultations and negotiations, students are encouraged to communicate their problem to the house council or other governing body, to seek the assistance of the residence hall staff, or, if necessary, to lodge a complaint with the Director of Student Conduct and Community Standards.