

DigiPen Housing LLC

Residence Life Handbook

2017-2018

RESIDENCE LIFE

The Residence Life program operated by DigiPen Housing LLC (“DHL”) encourages Residents to develop independence, social responsibility and awareness of established community standards by providing an opportunity for Residents to live amongst their peers. Residents and their guests must adhere to all rules and regulations found in the Handbook while present in the Unit or on the DHL Properties.

The DHL Residence Life Staff (“Staff”) support Residents in making the most of their living-learning environment. The Staff consists of the Director of Housing and Residence Life, Resident Directors (“RD”), and student Resident Assistants (“RA”). RAs are selected upper division Residents specially trained in leadership and mentoring skills.

The policies and procedures found in the Residence Life Handbook have been developed to create a sense of community awareness and social responsibility in the DHL Residential Community. As members of the Residential Community, Residents are required to adhere to these policies and procedures. Their signature on the Housing Agreement also legally obligates Residents. Violation of any policy contained herein or violation of the Housing Agreement may be charged formally through the judicial system as a Residence Life Policy violation, and sanctions will be assigned in accordance with the procedures outlined in the Disciplinary Process and Procedures section of the Residence Life Handbook. Residents may also be formally charged by state and local police with penalties to be decided by state and federal courts.

RESIDENCE LIFE HANDBOOK

DigiPen Housing LLC (“DHL”) works to provide a living and learning environment that supports the academic and social goals of DigiPen Institute of Technology (“DIT”). To that end, DHL has created policies and procedures to support a community that influences high academic achievement and the respect of all members within and outside of the Residential Community. By signing a DHL Housing Agreement, Residents of DHL agree to abide by and support the policies and procedures found on DHL’s website and in the DHL Residence Life Handbook (“Handbook.”) Residents and their guests are responsible for following all policies found on DHL’s website and in the Handbook.

DHL promotes the understanding of and appreciation for all races, religions, national origins, socio-economic classes, gender identities and expressions, sexual orientations, physical and learning abilities, ages and veteran status. It is our goal for Residents to learn how to be professional and to learn to demonstrate appreciation for diversity. Acts or incidents of abuse, discrimination, oppression, harassment, bias and/or hatred for any reason will not be tolerated.

The policies and procedures in this Handbook may change at any time. Residents will be notified of any changes by email sent to their DIT campus email address and expected to adhere to those changes within one week from the time the email is sent. Failure to read your campus email is not an acceptable excuse for not adhering to new policies and procedures.

DEFINITION OF TERMS

Agreement: Refers to DHL Housing Agreement that all Residents must sign in order to participate in DHL Housing program.

Apartment or Unit: Refers to apartment housing leased or owned by DHL.

Bedroom/Room: Refers to sleeping space designated by DHL.

Property: Refers to the entire grounds of any housing space leased or owned by DHL.

Courtesy Hours: Refers to any other time other than quiet hours where all Residents must comply with reasonable requests to maintain low levels of noise.

Guest: Refers to any person not assigned to the bedroom or unit being referenced.

Resident: A student of DIT that is participating in the DHL housing program.

Quiet Hours: The hours between 10:00 pm and 8:00 am everyday where Residents are required to keep their levels of noise low enough to not disturb anyone, including their direct roommate and other Residents living in their apartment, and other non-DHL residents in the building/s.

HANDBOOK POLICIES

1. RESIDENCE LIFE FACILITIES USE AND OPERATIONAL POLICIES

1.1 Audio Equipment

Audio Equipment must be used in such a manner that the sound will not disturb other Residents or other non-DHL residents, or interfere with the interests or standards of the DHL community. Residents are required to comply with reasonable requests from their fellow Residents, other non-DHL residents living on the Property, members of the Residence Life Staff, and DHL administration regarding noise complaints.

1.2 Bedbug Prevention

While bed bugs have not previously been a problem in DHL Apartments, we do have policies and procedures in place in case they are brought in by a resident or spread from a neighboring unit. Bedbugs are a serious community issue, and ALL residents are expected to comply with all instructions given to them within 24 hours if bed bugs are suspected or have been confirmed within the Units.

(a) Bedbug Protocol

Any resident who suspects they may have bedbugs in their room or unit is required to immediately notify their Resident Director and/or Resident Assistant. An inspection will be scheduled and treatment will be done if bedbugs are present. If the exterminator concludes that bed bugs are present in the room or unit, DHL will provide the affected resident(s) with a detailed list of instructions to prevent the spread of the infestation. Residents may be temporarily transferred to another space while their room is being treated and re-inspected. Residents will be asked to leave all belongings in the room for treatment while they are relocated. Resident owned belongings that are found to have bedbugs must be permanently removed or treated and re-inspected by trained professionals before being returned to the room.

DHL is not responsible for personal property that may be damaged due to bedbugs. If a resident is found to be the origin of a bedbug infestation in DHL housing, they will be held liable for all reasonable costs of cleaning and pest control treatments incurred by DHL. This may include costs to treat the unit for bed bugs, the cost to have their own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm approved by DHL, the payment of any lost rental income and other expenses incurred by DHL and the property owners to relocate the neighboring residents and to clean and perform pest control treatments to eradicate infestations in other units, or other incurred costs.

If you suspect an infestation, remember:

- ❖ Don't panic!
- ❖ Contact an RD or RA immediately
- ❖ Do not move your mattress or any furniture out of the room or unit
- ❖ Do not go sleep in a friend's room or in places out of housing. If you actually have bed bugs you will only spread them to others
- ❖ Do not apply pesticides on your own

(b) Prevention Measures

Preventing a bedbug infestation is much easier than eliminating one. As bedbugs are brought into buildings in the belongings of people, you should engage in these behaviors to prevent infestation:

- ❖ If you have previously lived anywhere that had a bed bug infestation, disclose that information to DigiPen Housing LLC staff, and provide documentation that all of my person personal property (including furniture, clothing and other belongings) have been treated by a licensed pest control professional
- ❖ Don't bring second-hand furniture or rugs onto campus. They can be common breeding grounds for bedbugs.
- ❖ Inspect your bed, backpack, and other common sources periodically. Be particularly diligent after traveling.
- ❖ Clean and reduce the clutter in your room to eliminate places for bedbugs to hide during the day.
- ❖ Wash clothes and linens frequently in hot water and dryer to kill any possible bugs.
- ❖ Learn to identify bedbugs and signs of their presence such as blood spots on sheets or an unexplained "rash" on your body.

1.3 Bicycles, Skateboards, Scooters and Rollerblades

Bicycle racks may be provided throughout the residential Properties and the DIT campus. It is strongly suggested that Residents bring a lock and have their names engraved or printed on the bicycle as identification. Bicycles and other items may not be left in the hallways, stairwells, balconies, or hubs at any time for safety reasons. DHL is not responsible for the theft of any items. In addition, bicycles or other modes of transportation (i.e. skateboards, scooters, etc.) may not be used inside any building.

Bikes cannot be stored in Units. Bikes found in the Units will be removed. Bikes cannot be stored in hallways, stairwells, balconies, hubs or in areas that may block doors or windows. Some Units include an outdoor storage room that may be used for bike storage as long as all Residents of the Unit agree. If a bicycle is found stored or locked in any area that is not a bike rack or designated for bike storage, DHL reserves the right to remove the bicycle, which may include the cutting of bicycle locks. Bicycle safety is ultimately the responsibility of the owner. DHL is not liable for any lost, stolen, or damaged bicycles. DHL is not liable for any loss or damage to bicycles or locks when improperly parked bicycles are removed by DHL. Residents may be additionally required to register their bicycles upon request. Failure to comply with requests to register a bicycle within 48 hours of the request may result in the removal or disposal of the bicycle from the premises at the cost of the resident.

1.4 Consolidation

If a vacancy occurs in a double room, the remaining Resident may be required to consolidate room space by relocating to another Unit/Room where there is a vacancy, or DHL may assign another roommate to fill the vacancy in the current unit. Residents may be contacted by the DHL Staff to let them know the deadline for consolidation and provide a list of open spaces on campus to facilitate the selection of roommates. DHL reserves the right to reassign Units/Rooms or assign roommates at any time should conditions arise which necessitate such changes at the discretion of DHL.

1.5 FERPA (Family Educational Rights and Privacy Act)

DHL follows all of the guidelines outlined in the Family Educational Rights and Privacy Act (FERPA). Residents can choose to allow others to access select or all of this information, as they deem appropriate. While Residents are asked to submit a FERPA Release Form during New Resident Orientation, Residents can submit a new form at any time if

they wish to change any or all of the permissions they have granted to others. DHL reserves the right to contact the parents or guardians of Residents at any time it deems necessary to address disciplinary violations or emergencies.

1.6 Furnishings and Equipment

Every Bedroom is furnished with twin XL beds and closet space. Residents must provide pillows, blankets, spreads, bed linens, towels, and any other item they desire that is not provided nor prohibited by DHL. Residents are not able to bring large items, such as pianos, large safes, or full sized refrigerators with them, unless they receive written permission from a DigiPen Housing staff member. Residents are highly recommended to provide and use a waterproof, zippered mattress protector. Furniture provided by DHL can only be removed from a Unit or Bedroom by DHL in order to accommodate a medical or special needs request approved in writing by the Director of Housing or a Resident Director in conjunction with the Disability Support Services Coordinator. If furniture is removed from a Unit or Bedroom without approval, a Resident may be charged a replacement fee for the removed furniture.

Residents may not alter, destroy, or affix anything to the furniture and appliances provided by DHL. No bunk beds maybe unbanked, bunked, lowered, or raised without permission from DHL. All beds must be left the way they are found on move in day and no safety equipment (i.e. railings) can be removed or tampered with in any way. If DHL approves a request to raise, lower, or move a bed, DHL staff will perform the act to ensure it is done correctly and safely.

1.7 Guests

The entertaining of guests or visitors in individual units is permitted as long as such visitation does not infringe upon the privacy and space of their roommate or other Residents inside or outside the unit/bedroom. Total number of guests may not exceed 12 per unit.

At all times, Residents are responsible for their guests. Guests are required to conform to all DHL policies and procedures while visiting. All guests of Residents must carry photo identification. Individual guest visitation may not exceed three (3) days in a ten day period. Guests are allowed to stay overnight only if all occupants of the Unit/Bedroom agree to the visit. The number of overnight guests may not exceed one per Resident without written permission from DHL Staff. Residents must ask for and receive their roommate's/unit mates' permission prior to having a guest in their Unit/Bedroom.

Guests under the age of 18 years old need documented parental permission submitted to a DHL Residence Life Staff member at least two days before visit. Residents wishing to have guests stay beyond the three-day limit must receive advance written approval from a DHL Residence Life Staff member or the Director of Housing

Non-DIT students and non-DHL residents must fill out a guest pass. Guest passes can be found in in the Residence Life Handbook located in each apartment, as well as in the Student Affairs office. Guests and hosts must complete the pass fully and deliver the pass to a Resident Director or the Director of Housing in the Housing office. Failure to complete a guest pass for all non DIT students and non DHL residents will result in disciplinary actions against the DHL Resident who is hosting the guest.

1.8 Insurance

DHL is not liable or responsible for any damage, loss, or injury to person, personal belongings, or person or personal belongings of guests. Residents requiring coverage are strongly encouraged to purchase an additional rider to a homeowner's or rental insurance policy.

1.9 Keys

Apartment keys belong to DHL and are assigned to individual Residents for their use only. Residents are responsible for carrying their assigned keys at all times. Keys are not to be loaned to anyone or duplicated for any reason. Residents may not change units/rooms and/or keys without the permission of DHL Staff. Lost keys must be reported to the DHL immediately. If keys are not located within 72 hours a lock change will occur. Lost keys will be replaced for a fee of \$5 for each key, plus a \$200 charge for lock changes.

1.10 Loft Policy

Residents may not construct lofts in their Units/Rooms.

1.11 Lounges/Living Rooms/Workspace (“Public Space”)

Buildings may have formal lounges, living rooms, halls, kitchens, storage space, or work spaces. The furniture in any of these areas may not be removed or relocated, unless previously approved in writing by DHL.

1.12 Parking

Residents must abide by the parking rules and regulations held by the Property in which they are assigned. DHL is not liable for any damage to or theft of any vehicles or items in or attached to vehicles parked on DHL leased or owned properties. Residents and guests park in parking lots at their own risk, and should take any necessary steps (i.e., locking doors, etc.) to secure their vehicles.

1.13 Pregnant and Parenting Residents

DigiPen Housing LLC does not currently offer a Family Housing option, and non-student dependents are not permitted to reside in DigiPen Housing LLC Units. Parenting students whose dependents do not reside with them are subject to the same opportunities and restrictions as outlined in the Guest Policy in section 1.7 of the Residence Life Handbook.

Students who are pregnant or become pregnant while living in DHL housing are eligible to remain residents throughout the duration of their pregnancy. Students who are pregnant or are planning to become pregnant while residing in DigiPen Housing LLC Units are encouraged to promptly speak to a Resident Director or the Director of Housing.

Although pregnancy itself is not considered a medical disability, people experiencing pregnancy as a student in higher education are protected by law under the Americans with Disabilities Act of 1990, and Title IX of the United States Education Amendments Act of 1972.

Disability Support Services (DSS) at DIT recognizes that medical, physical, or otherwise pregnancy-related issues, even if temporary or short-term, may arise that allows a pregnant student to access reasonable housing accommodations through DSS Office at DIT.

Accommodations are appropriate in the same manner we serve other students with disabilities residing in DHL housing. Please contact the Disability Support Services Coordinator as outlined in section 7 of the Residence Life Handbook for more information on this topic.

1.14 Quiet and Courtesy Hours

Quiet Hours in the Apartments and surrounding grounds are 10 p.m. to 8 a.m. every day. During Quiet Hours, Residents must refrain from making noise that can be heard beyond the boundaries of my Room or any Unit space including, but not limited to, talking too loudly and the volume of TVs, radios, stereos, alarms or computers. Residents who repeatedly engage in disruptive behaviors will be subject to judicial action.

Courtesy hours are in effect 24-hours a day. Residents should approach fellow Residents making a noise disturbance, at any time, with a request to keep the noise level down. If assistance is still needed, the Resident should contact a Residence Life Staff member to enforce the policy. Residents must address the situation among themselves first before contacting Residence Life Staff.

1.15 Residence Life Duty

A Resident Assistant (RA) is on duty each night from 8:00 p.m. - 8:00 a.m. RAs alert and/or provide appropriate documentation to the on-duty Resident Director for all incidents. Contact information for the on-duty Resident Assistant is posted in each DHL housing complex.

1.16 Restricted Areas

Residents are prohibited from going on or into or storing any items in or on the Apartment roofs, fire escapes (except to evacuate during emergencies), and crawl spaces above ceilings, or any area not designated for such use.

1.17 Residents' Information

On the Application for Housing and on the Housing agreement residents are asked to provide information for emergency contacts and any relevant health information. DHL requests this information in case a Resident is in a medical crisis and is unable to speak to provide information medical professionals may need. This information will not be made public. Residents can change this information whenever they deem necessary by contacting a Residence Life Staff member and by updating their SRS profile.

1.18 Room Lock Outs

Residents locked out of their Units/Rooms may contact a Residence Life Staff member for assistance. Residents will be assessed a \$20 charge each time to utilize this service.

1.19 Single Bedrooms

A limited number of designated single-resident double-occupancy (i.e., a single resident in a room normally assigned to two residents) bedrooms may be available for Residents in the Unit in rare situations. There is an additional \$850 per month charge for a single-resident double-occupancy bedroom.

Students in double-occupancy rooms whose assigned roommates exit out of student housing will not be charged the single bedroom rate. However, the student should keep the room prepared for the assignment of a new roommate, or the possibility of consolidation as detailed in the "Consolidation" portion of the DHL Handbook.

Single bedroom requests as an accommodation for a documented disability must be made by submitting the appropriate medical documentation. It is the responsibility of the student with disabilities to make their housing accommodation request and complete intake with DSS at least four weeks in advance of the closing of the housing registration process, or as soon as a need for accommodation is determined. On-campus housing is limited; requests for housing accommodations are considered on a space-available basis.

1.20 Unit/Room Changes

Residents may not make a Room change without prior written approval by an authorized DHL Residence Life staff member. If DHL approves the Room change request, the resident will be assessed a Room Change Charge of \$35.

Unit/Room change requests are not permitted during the first two (2) weeks of the semester. A member of the Residence Life Staff may make an exception to this policy based on extenuating circumstances. After that time, Unit/Room changes may be requested as follows:

1. Residents must meet with a Resident Assistant to discuss reasons for wanting a Unit/Room change. A roommate contract and conflict mediation with the involvement of a Resident Assistant must be completed before moving forward in the Unit/Room change process.
2. If roommate mediation involving a Resident Assistant is not effective, a Resident will then arrange a meeting with the Resident Director to make a request and obtain a Unit/Room change request form. The Resident Director may request a meeting with all roommates in the Unit to further attempt to mediate the situation.
3. A completed Unit/Room change form must be returned to the Resident Director for approval and processing.

4. Unit/Room Change requests will be granted in order of priority, with medical accommodations being granted first, followed by severity of living situations. Note: Space is limited and request may take time to process due to the availability of open Units/Rooms.
5. Once the Unit/Room change has been approved, the Resident is responsible for checking out of the current Unit/Room at the date approved.
6. Keys are exchanged with the Residence Life Staff member upon approval of the Resident Director or the Assistant Director of Student Affairs and must be done by the date indicated on the Unit/Room change form.
7. The Resident is then responsible for updating their mailing address with the U.S. postal service and the Resident Records System (SRS) at DTT.

If a resident does not follow proper Room Change Procedures, they will be assessed an Improper Room Change Charge of \$100 in addition to the Room Change Charge of \$35. If the keys to the originally assigned Room are not returned to a residence life staff by the Room change deadline (typically 48 hours), the resident will also be assessed an additional charge of \$100 a day until the keys to the originally assigned Room are returned. They resident will also be assessed a Lock Change Charge of \$200 plus \$5 for each additional unreturned key.

If a resident makes a Room change without prior approval, they will be assessed an Unauthorized Room Change Charge of \$100, in addition to the Room Change Charge of \$35. They will also be charged of \$100 a day until either (1) the Room change has been approved and they have Checked-out of their originally assigned Room, or (2) they have moved back to their originally assigned Room.

If a resident is reassigned a Room between semesters and do not comply with the deadline specified when the Room change is approved, they will be charged \$100 a day for continued occupancy of the original Room plus the Improper Room Change Charge of \$100, and their belongings may be packed, stored and/or disposed of at the resident's expense.

1.21 Vehicle Registration

All Residents who wish to park their vehicle on DHL Property must register their vehicle with DHL during move-in. Permission to park a vehicle obtained after move-in must first be obtained from DHL before using a DHL parking space. Parking is not guaranteed for all residents.

2. SAFETY AND SECURITY POLICIES

To prevent the intrusion of unauthorized persons, and for the safety of the occupants, Apartments should be locked at all times. Access to the Apartments is granted to authorized personnel and Residents. Questions regarding access should be addressed to DHL Residence Life Staff. DHL will not assume responsibility for damaged, lost or stolen items. It is each Resident's responsibility to lock their apartment to protect valuables and enhance personal security.

During emergencies, Residents must vacate their apartments and meet in designated emergency meeting areas posted on the back side of each apartment door. It is every Resident's responsibility to know where their designated emergency meeting areas are located.

2.1 Doors

Residents are prohibited from propping open Unit doors, building doors, egress doors, or interior fire doors.

2.2 Earthquake Procedures

Response to an earthquake varies, depending on whether one is inside a building or outside.

- (a) If a Resident is inside:
- ❖ Take cover under a desk or table and hold on. If your cover moves, move with it. Brace yourself in a doorway if cover is not available. Avoid outside doorways or high use doorways.
 - ❖ Stay away from windows and objects that can fall.
 - ❖ When the shaking stops, move cautiously outside. Be careful of falling building materials, downed utility lines, and uneven ground
 - ❖ Once outside, get away from the building and report to the emergency meeting area. Remain in the emergency meeting area until instructed to leave by DHL Residence Life Staff, Redmond Fire or Police personnel or a staff member of DIT. Additional information will be provided at emergency meeting areas.
 - ❖ Notify DHL of any missing or injured persons.
 - ❖ Do not go back into the apartment until notified by DHL Residence Life Staff.
- (b) If a Resident is outside:
- ❖ Stay away from buildings, trees, utility poles, and other items that can fall unexpectedly. Also stay away from equipment and vehicles that could move suddenly.
 - ❖ Get low to the ground and protect your head with your hands.
 - ❖ Do not take shelter in doorways or under walkways.
 - ❖ Go to the emergency meeting area and wait until told to leave by DHL Residence Life Staff, Redmond Fire or Police personnel or a staff member of DIT. Additional information relating to the emergency will be provided at emergency meeting area.
 - ❖ Notify DHL of any missing or injured persons.

2.3 Emergency Closures and Snow Delays

For the most up to date information on emergency closures and snow delays, all Residents should keep up to date contact information in SRS as well as checking their DIT webmail account. During emergency closures and delays, Residence Life Staff will remain on duty and available to Residents.

2.4 Fire Prevention: Equipment and Control

All Units are equipped with smoke detectors and contain a fire extinguisher. Residents are required to report any smoke detector or fire extinguisher that is not operating correctly or damaged to their RA immediately. Residents must evacuate buildings during fire alarms. Tampering with fire equipment or falsely pulling a fire alarm will result in judicial charges as outlined in the Resident Conduct Code.

2.5 Health and Safety Inspections

Officials of DHL will conduct periodic inspections of the Units and other DHL facilities in order to evaluate needs for maintenance, repair and custodial care, and to test smoke detectors.

At the beginning of each vacation period and at routine intervals (usually on a monthly basis), a health and safety inspection will be made of all Units/Bedrooms by the Residential Life Staff, Facilities staff, or other DHL officials. Items in violation of the Resident Conduct Code and/or Residence Life policy that are in plain sight during such routine inspections will be confiscated, and the matter will be referred for judicial proceedings in accordance with the Resident Conduct Code. Confiscated prohibited items will not be returned to Residents.

2.6 Illness and Injury

DHL does not provide emergency medical care and is not responsible for illness or injury to Residents or their Guests while in on DHL grounds. For emergencies, please call 911 first before notifying a Resident Assistant.

2.7 Missing/Unresponsive Resident Policy

DHL considers the safety of our Residents to be essential in the creation and maintenance of an environment where learning is encouraged and supported. Any reports of a Missing/ Unresponsive Resident should be directed to either a Resident Director or the DIT Student Affairs Department in person or by telephone at 425-629-5034.

2.8 Apartment, Unit and Bedroom Entry and Search Procedures

Staff members have the absolute right to enter any Residential Unit and/or Bedroom to address maintenance concerns, conduct routine health and safety checks, and initiate Unit/Bedroom searches if warranted. For all levels of entry, DHL will enter whether or not Resident/s are in the Unit or Bedrooms.

(a) Entry Causes

Entrance into Apartment Units and Bedrooms is classified at three levels:

1. **General Entry:** A 24-hour notice will be given via email or Flyer postings for the following:
 - ❖ periodic health and safety inspections
 - ❖ fire alarm inspections
2. **Routine Maintenance:** By requesting a maintenance repair, a Resident has granted permission by all Residents living in the Unit for a maintenance representative to come into the apartment Unit and/or Bedroom/s to make the repair. In addition, maintenance personnel may enter the unit to verify damages or to perform other maintenance services. In most instances, written notice will be posted in main entrance ways for the Residents in the Unit to see. Questions regarding this procedure may be directed to Residence Life Staff.
3. **Probable Cause (investigative entry):** Entry into a Unit/Bedroom based on a reasonable suspicion of violations that are determined by Staff members in Residence Life and Student Affairs Administration. No advance notice will be given to the Residents in the Unit. Probable cause includes, but is not limited to, reasonable suspicion of any of the following:
 - ❖ Unauthorized entry by a person other than the Resident(s) of the Unit
 - ❖ Theft
 - ❖ Sexual misconduct
 - ❖ Possible violation of local, state or federal laws
 - ❖ Alcohol
 - ❖ Pets
 - ❖ Smoking
 - ❖ Unregistered guests/missing persons
 - ❖ Violation of the network acceptable use policy
 - ❖ Excessive noise
 - ❖ Drugs
 - ❖ Endangerment of persons relating to mental/physical illness, sexual assault or other assault, alcohol or drug- related illness
 - ❖ Disruptive conduct/aggressive behavior
 - ❖ Fire safety
 - ❖ Misuse or tampering with emergency equipment
 - ❖ Weapons and/or fireworks
 - ❖ Hazing / bullying
 - ❖ Emergency maintenance repairs
 - ❖ General courtesy issues (such as alarms, stereos or other items causing a disturbance for the community when there has been no response by the occupant)

(b) Unit/Bedroom Search Protocol

1. **Individuals involved in the search:**
 - ❖ To the extent practicable, searches will be conducted by at least two (2) individuals from the Residence Life Staff.
 - ❖ In the event that two (2) Staff members are not available, a Residence Life Staff member may ask a Resident to serve as a witness to the search.
2. **Responsibilities of those conducting the search:**

- ❖ Residence Life Staff must announce themselves before entering the Unit/Bedrooms and identify themselves for any of the Residents who may be present.
- ❖ The Residence Life Staff will take the lead in searching the room.
- ❖ Residence Life Staff and student RAs are responsible for keeping the doorways clear and the Residents in sight while the search is being conducted.
- ❖ Student Residents of the room are permitted to witness the search. Other non-Residents of the Unit/Bedroom being inspected may be asked to leave.
- ❖ The search will take place whether or not any Residents are present during the search.

3. Information Collection

- ❖ All illegal or prohibited items confiscated are labeled by Residence Life Staff.
- ❖ All items are held in Housing Department until further notice, and illegal items will be subsequently photographed, disposed of or turned over to local authorities.
- ❖ Care will be taken in disturbing a Resident's personal property as little as possible in the unit.
- ❖ All confiscated items will be documented and included in the Incident Report (IR).
- ❖ All possessions may be searched (i.e. drawers, bags, closets, book bags, etc.)
- ❖ A physical search may not be conducted of a person; however, the Residence Life Staff may ask the Resident to empty pockets, etc. Failure to comply with this request may result in DHL contacting law enforcement authorities and will be considered failure to comply with possible judicial action.

2.9 Snow Emergencies

Residents, faculty and staff will be notified through email regarding instructions for parking during a snow emergency. Resident Assistants will also post snow emergency instructions in Residence Halls. Failure to comply with snow emergency parking procedures will result in possible fines and towing at the owner's expense.

3. PROHIBITED ITEMS POLICY

Possession or use of prohibited items listed below on DHL property constitutes a violation of DHL Resident Conduct Code.

3.1 Alcohol and Alcohol Paraphernalia

Alcoholic beverages, and open or closed containers of alcohol in all DHL areas, both in the buildings and on the grounds, regardless of Resident's age, is strictly prohibited. Alcohol bottles and containers (full or empty) are not permitted, even as decorations, in Units. They may be confiscated and not returned during routine Health and Safety inspections or at the discretion of Residence Life Staff.

3.2 Athletic or Recreational Equipment

Athletic or recreational equipment or any other potentially dangerous or damaging equipment is prohibited in the Apartments, unless approved by Residence Life Staff in writing.

3.3 Drugs and Drug Paraphernalia

Possession, use, manufacture, storage, distribution, or sale of illegal or controlled substances, inhalants, or paraphernalia associated with illegal or controlled substances, is strictly prohibited. Illegal drugs, as referred to in this policy, include drugs that are not legally obtainable, as well as drugs that are legally obtainable but are obtained or distributed illegally or used for illegal or unauthorized purposes, are strictly prohibited. Marijuana and Marijuana

associated devices are prohibited even when accompanied by a medical license. All prohibited items may be confiscated and not returned during routine Health and Safety inspections or at the discretion of Residence Life Staff.

3.4 Fireworks and Hazardous Materials

Possession, storage, or use of fireworks, smoke bombs, ammunition, explosives, flammable liquids, propane, other compressed gases, spray paint or other hazardous materials, is strictly prohibited Unless sanctioned by DigiPen Housing LLC staff in writing, in which case proper storage is required.

3.5 Pets

A pet is any animal kept for ordinary use and companionship. Service animals and emotional support animals, as defined in the Service Animal and Emotional Support Animal Policy are not considered pets. Pets are prohibited indoors on the DigiPen campus and in DHL leased properties.

3.6 Prohibited Housewares

The following houseware items are not allowed within the Residence Halls and Properties. Prohibited items may be confiscated and not returned:

- ❖ Electrical equipment with exposed heating elements, such as hot plates, halogen lamps, and sun lamps, etc. (with the exception of Conventional Toasters and toaster ovens)
- ❖ Air conditioners are not permitted in Apartment windows
- ❖ More than one heavy-duty extension cord per Bedroom or Living Room
- ❖ Any item possible of creating an open flame (i.e. candles, candles without wicks, oil lamps, etc.). Residents are not permitted to burn incense, burn herbs ("smudging"), cones, or other similar items (For ceremonial/religious use, please contact one of your Resident Directors)
- ❖ Antennas and satellite dishes may not be affixed to the exterior of the Apartments
- ❖ Waterbeds
- ❖ Bottle caps in lampshades

3.7 Projectiles

Objects of any kind may not be thrown, dropped, propelled, or poured from Unit, Apartment, and/or building windows, balconies, ledges, landings, or stairwells.

3.8 Weapons and Hunting Equipment

Possessing, manufacturing, transporting, displaying, wielding/brandishing, selling, distributing and/or using a dangerous article, substance, or weapon (or item that may be construed as a weapon, including replicas) with the potential to injure, discomfort, or threaten a person, is strictly prohibited. Examples of weapons include, but are not limited to, rifles, shotguns, handguns, ammunition, air powered guns (e.g., BB guns, pellet guns, paint guns, etc.), bows/arrows, mace, swords, and knives with either blades longer than three inches (that are not used for culinary purposes) or a blade that projects or swings into position by force of a spring (i.e., switch blade). DHL will confiscate any and all weapons, and the items will not be returned. Residents found responsible of possessing weapons on DHL properties and/or DIT campus will face judicial actions up to and including expulsion. Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

4. RESIDENT CONDUCT CODE

DHL adheres to the belief that Residents learn and develop by taking responsibility for their actions. Our disciplinary process is designed to help Residents understand how to succeed and recognize their impact as a part of a larger

community. These skills are vital to becoming a professional leader in any industry. Violation of the Resident Conduct Code will result in disciplinary action defined in the Disciplinary Process and Procedures section of the Handbook

Definitions of Conduct that Constitute a Violation of the DHL Resident Conduct

Code:

4.1 Abuse

Physical abuse, verbal abuse, emotional abuse, threats, intimidation, harassment, coercion and/or other conduct that threatens or endangers the health or safety of self or any person are strictly prohibited.

4.2 Alcohol Use

Consumption of alcoholic beverages, regardless of Resident's age, is strictly prohibited.

4.3 Bullying and Cyber Bullying

Aggressive behavior that involves unwanted, negative actions that show a pattern or repeat over time is strictly prohibited.

4.4 Destruction of Property

Damage, destruction, or theft of DHL property or property belonging to others, is strictly prohibited. Residents may be required to pay DHL to replace the damaged, destroyed, or missing items. Residents agree to report accidental damage.

4.5 Disrespectful Conduct

Language or behavior that disrespects and/or demeans another person is strictly prohibited.

4.6 Disruptive Conduct

Interference with any event or other DHL function by any form of deliberate disturbance or disruption; noise or general disorderliness that creates an unreasonable disturbance and/or trespasses on the rights of others; lewd or indecent behavior, including use of electronic or other devices to make an audio, video, or photographic record of any person without their consent, are all strictly prohibited. No Resident shall engage in behavior that poses a direct threat to the health or safety of self or others.

4.7 Failure to Comply

Failure or refusal to cooperate with a reasonable request by a DHL official (or emergency response or law enforcement personnel) acting in good faith and within the scope of their duties, including but not limited to, failure to cease the prohibited conduct, failure to produce identification, failure to respond to judicial notification letters (DHL Staff or Appeals and Disciplinary Committee), or interference with or failure to cooperate with an investigation by DHL, including any meetings or proceedings that occur, may result in disciplinary and/or legal actions.

4.8 Failure to Report

Failure to report and/or vacate the premise in which a violation of the Resident Conduct code is taking place, may result in disciplinary actions, even if the Resident is not engaging in the violation themselves.

4.9 Falsification

Providing false information to any DHL official or providing false information during a disciplinary proceeding is strictly prohibited.

4.10 Fire Safety

Actions including, but not limited to the following are strictly prohibited:

- ❖ Misuse of fire safety equipment (including but not limited to fire extinguishers, sprinkler system, etc.)
- ❖ False reporting of a fire
- ❖ Tampering with or causing malfunction of a pull station
- ❖ Any use of fire places
- ❖ Tampering with a smoke detector
- ❖ Setting or causing a fire in a building
- ❖ Setting or causing a fire in any outdoor area without advance written approval by DHL staff
- ❖ Remaining in a building during a fire alarm.

4.11 Gambling

No gambling of any kind is permitted.

4.12 Harassment on the Basis of Protected Characteristics

In accordance with applicable laws, DHL prohibits sexual harassment and harassment of any kind between faculty/staff and students, between students and students, between faculty/staff/students and others, because of race, sex, color, national origin, ancestry, religion, physical or mental disability, veteran status, age or any other basis protected by federal, state or local law. Any such harassment may violate the law and will not be tolerated. DHL's policy prohibits inappropriate conduct and reserves the right to sanction students for behaviors that it deems inappropriate, even though it may not reach the legal standard for harassment. If it reaches legal standard, WA law and penalties may also be applied.

4.13 Hazing

Hazing is strictly prohibited. DHL defines hazing as any physical, mental, emotional, or psychological act which occurs on- or off-campus and subjects another person, voluntarily or involuntarily, to anything that may abuse, mistreat, degrade, humiliate, harass, or intimidate them; or may in any fashion compromise their inherent dignity as a person. Also, the requirement by any Resident or organization member that another member or Resident participate in any activity which results in the above or which is against DHL policy or state/federal law will be defined as hazing. Every Resident has the right to be free from the humiliation and danger of hazing. Hazing is socially irresponsible and contrary to the mission, values, and community standards of DHL.

4.14 Host Responsibility

Residents are responsible for the registration and behavior of their Guests or visitors in accordance with the Guest Policy as outlined in this Handbook.

4.15 Improper Assistance

To assist or encourage others to commit any prohibited act is strictly prohibited.

4.16 Local, State and Federal Laws

Being convicted of violating a local, state, or federal law or ordinance.

4.17 Motor Vehicles

Violation of the Motor Vehicle policy as outlined in this Handbook, is prohibited. In addition, continued violations of the Motor Vehicle Policy may be referred for judicial action by DHL and Washington State.

4.18 Network Acceptable Use Policy

Any abuse or interference with computers or computer access that disrupts or infringes on the rights of others as outlined in this Handbook is not permitted

4.19 Off-Campus Behaviors

Committing socially irresponsible and/or illegal acts that violate the Resident Code of Conduct while off DHL leased or owned Property, is strictly prohibited. (DHL reserves the right to discipline Residents for acts that Residents are found responsible for while off DHL leased or owned Property.)

4.20 Other DHL Policies

Violations of other published DHL policies in hard copy or available on DHL or DIT website, including but not limited to, the *DigiPen Institute of Technology Course Catalog*, the *DigiPen Institute of Technology Student Handbook*, the *Handbook for Registered Student Clubs*, policies relating to discrimination, discriminatory harassment, sexual misconduct, computer use and Apartments, are strictly prohibited.

4.21 Painting, Decorating or Hanging Items on Walls in Residence Halls

Residents are not allowed to paint or write on any wall or surface found inside and/or outside their Apartments. Residents are only allowed to use white poster putty when attaching items to walls. The poster putty must be removed when the Resident vacates the property permanently. Residents are not allowed to use any other method when hanging items, including, but not limited to: nails, staples, tacks, tape of all varieties, any non-white poster putty, hooks, and adhesives of all varieties. Residents will be charged for returning the walls and ceiling to their original state (starting from Resident's occupancy date) if altered.

4.22 Possession of Prohibited Items

Possession or use of any of the prohibited items listed in the Prohibited Items Policy Section of the DHL Residence Life Handbook.

4.23 Providing Alcohol to Minors

It is strictly prohibited for Residents to purchase for or provide alcohol to minors.

4.24 Public Display

It is strictly prohibited to put advertisements or items (i.e. signs, posters, photographs, empty or full bottles, etc.) that represent or promote illegal drug and/or alcohol products anywhere in the Apartments, Units, or Bedrooms. It is also strictly prohibited to put advertisements or items (i.e. signs, posters, photographs, etc.) that represent or promote acts or beliefs of violence, racism, hate or are sexually explicit anywhere in the Apartments. It is up to the DHL staff to decide what is appropriate and not appropriate to display. If Residents are unsure of their postings appropriateness, they should show the item to a DHL staff member for confirmation.

4.25 Public Spaces

Public spaces are provided to meet academic and social needs. Sleeping is not permitted in public spaces.

4.26 Sexual Harassment

Violation of the Sexual Harassment Policy as outlined in Anti-Harassment and Misconduct Policies Section of the DHL Residence Life Handbook is strictly prohibited.

4.28 Sexual Misconduct

Violation of the Sexual Misconduct Policy as outlined in the Anti-Harassment and Misconduct Policies Section of the DHL Residence Life Handbook is strictly prohibited.

4.29 Smoking

DHL properties are all smoke-free - that is, smoking of any substance through any medium (including hookah and E-Cigarette) is prohibited in all DHL vehicles, Apartments, Units, buildings, and Properties. If Residents choose to smoke, they must leave Property owned or leased to DHL to do so.

4.30 Theft

Unauthorized acquisition, removal or use of others' personal or DHL/DIT property, including but not limited to computer files or data, email or other electronically stored information or service; mutilation and/or theft of library material, are strictly prohibited. Possession of property on DHL premises stolen from DHL or from others is also considered as theft.

4.31 Unauthorized Entry or Use

Illegal or unauthorized entry into any DHL facility; using or attempting to use DHL property in a manner inconsistent with its designated purpose; tampering with property, services, or resources belonging to DHL, guests, or approved vendors; duplication of keys, computer access codes or other devices meant to provide access to unauthorized areas or information, are all strictly prohibited

4.32 Community Standards

It is expected that Residents keep their Bedroom and Common Areas within their Unit clean. Residents are also expected to keep noise levels to a minimum and keep to the quiet hours given. If a Unit is found excessively unclean and/or found to be extremely noisy a disciplinary action can take place.

5. DISCIPLINARY PROCESS AND PROCEDURES

The DHL disciplinary process has been established as the communities' method for resolving reported violations of DHL policy brought forward by Residents, faculty, Staff, municipal authorities or other members of the community regarding the behavior of Residents. DHL Staff review all such complaints and any related incident reports or information and determines the method of resolution. Resident complaints regarding other Residents will be reviewed, and the DHL Staff will make a determination as to judicial charges and the appropriate method of adjudication. Resident complaints regarding faculty or staff members shall be resolved in accordance with the faculty or staff handbooks of DigiPen Institute of Technology. Resident complaints regarding persons who are not members of the DHL or DIT community shall be referred to the appropriate WA state authorities.

5.1 Methods of Adjudication

Depending upon the nature of the alleged infraction DHL Staff have the discretion to decide which of the following methods, or some combination or variation on them, is the most appropriate procedure in a particular situation:

(a) Informal Resolution

In some instances, incidents and/or allegations are most appropriately resolved in a manner not resulting in formal judicial charges. This may include, but is not limited to, meeting with a member of the Residence Life Staff, the Director of Housing, the Dean of Students, a staff member in the Counseling Center and/or other faculty/staff or other campus or off-campus resources as deemed appropriate by DHL.

(b) Conduct Review Meeting

A Conduct Review Meeting is conducted by a Residence Life administrator, in most cases a Resident Director or the Director of Housing. A Conduct Review meeting is arranged to adjudicate most first-time violations and/or violations where separation from DHL or DIT is not a likely or potential outcome. In cases where separation from DHL or DIT is a likely or potential outcome and depending on the nature and circumstances of the violation, the Director of Housing or the Dean of Students may arrange for a meeting of the Appeals and Disciplinary Committee.

(c) Appeals and Disciplinary Committee

The Appeals and Disciplinary Committee resolves matters of appeal or dispute of fact for Conduct Review Meetings. The Appeals and Disciplinary Committee is also arranged when the possible outcome of an incident may result in sanctions including but not limited to, disciplinary probation, suspension or expulsion

(d) Administrative Decision

DHL and DIT reserve the right to place a Resident on interim suspension, or expel or suspend a Resident at any time, when conduct is deemed to be in violation of DHL policies or in situations where the Resident poses a risk to others, DHL and/or DIT. In taking such action, DHL and DIT need not assign further reasons. At the discretion of the Dean of Students, or their designee, and following individualized assessment, a Resident who is determined to be a danger to self or others, or in which the behavior of the Resident significantly disrupts the living and learning environment in the Apartments, DHL Properties, or on DIT campus, may be involuntarily or administratively withdrawn, suspended or expelled

5.2 Conduct Review Meeting Procedures

The following procedures are guidelines only, which will be followed to the extent they are practical and appropriate in a given situation. The fact that all guidelines are not followed in a particular situation will not affect the validity or appropriateness of a disciplinary decision or process.

1. Reports of alleged violations of the Resident Conduct Code or DHL policies are made by members of the community or faculty/staff members in the course of their duties to the Student Affairs Department and/or Housing Department via Incident Report Forms.
2. Incident Report Forms or complaints brought forward by other means are usually reviewed expediently by, where practical, the Residence Life Staff, the Director of Housing, and the Dean of Students.
3. Absent extenuating circumstances, within seven (7) business days of the report or identification of the alleged violation, the Resident is usually notified in writing to attend a Conduct Review Meeting. The following information will be provided:

- ❖ Time, date and location of the meeting
- ❖ Name and contact information of staff member
- ❖ Section of the Resident Conduct Code allegedly violated
- ❖ Date of the alleged violation

In the event of a justifiable scheduling conflict, the Resident has three (3) business days following written or electronic notice of the meeting to notify the appropriate staff member to reschedule. All Residents are required to check their email once a day during the week. Not checking your email is not an excuse that will be accepted for missing this notification or attending required meetings.

4. The Resident attends the scheduled meeting. At this time, the Resident may respond to any and all alleged violations and review relevant incident reports and documents and provide relevant oral or written information. The Resident Conduct Code and the relevant procedures for resolution will be explained and an opportunity for questions will be provided. Legal counsel, parents/guardians, or other representatives are not permitted at this Conduct Review Meeting. At this time, one of the following will occur:

- ❖ Charges dropped
- ❖ Resident does not accept responsibility
- ❖ Resident accepts responsibility

5. In some instances, more information may be needed in order for a decision to be rendered. The Staff member holding the Conduct Review Meeting may adjourn the meeting in order to gather more information, talk with other relevant parties, etc. A follow-up meeting will be set to bring the matter to closure.
6. If the Resident accepts responsibility, sanctions are assigned as appropriate, and are effective immediately upon the close of the meeting.
7. If the Resident does not accept responsibility, the adjudicating officer renders a decision and assigns sanctions if the Resident is found responsible. If a Resident is unsatisfied with the decision made by the adjudicating officer, they may appeal. Please see the "Appeals Process" below for Incidents Occurring in Residence Halls.

5.3 Appeals Process

The DHL appeals system operates within strict guidelines regarding grounds of appeal. Regardless of the method of original adjudication, the appeals process is as follows:

(a) Grounds for Appeal

For a case to merit appeal, one of the following criteria must be met:

- ❖ A procedural irregularity so substantial as to have likely altered the outcome of the meeting
- ❖ New information that could not have been known or brought forward at the time of the meeting that is so substantial as to have likely altered the outcome of the meeting
- ❖ A sanction that is grossly out of line with the violation
- ❖ Options Available to the Appellate Officers
- ❖ Affirm the finding of responsibility and/or sanction
- ❖ Affirm the finding of responsibility but alter or reduce the sanction if deemed appropriate given the information presented by the appeal
- ❖ Alter or reduce the sanction if the original sanction is grossly out of line with the violation
- ❖ Remand the decision back to the original adjudicating Student Affairs Staff member in the case of new information or procedural error
- ❖ Take other action deemed appropriate in the discretion of the appellate officer.

(b) The Process of Appeal

1. A Resident has seven (7) business days following written notification of sanctions to present a formal written appeal to the appropriate appellate officer or the Appeals and Disciplinary Committee (see below) that includes the grounds for appeal and the substantive relevant information.
2. The appellate officer or committee reviews the appeal and makes a decision.
3. The appellate officer notifies the Resident in writing of their decision within seven (7) days of receipt of the formal written appeal.

(c) Appellate Officers

1. The Director of Housing is the appellate officer for decisions rendered by a Resident Director.
2. The Dean of Students is the appellate officer for decisions rendered by the Director of Housing.
3. The Appeals and Disciplinary Committee is the appellate body for decisions rendered by the Dean of Students.
4. The Sr. Vice President of Administration is the appellate officer for all disciplinary decisions rendered by the Appeals and Disciplinary Committee.
5. The President and/or the Chief Operating Officer are the appellate officers for suspension and expulsion decisions rendered or upheld by Sr. Vice President of Administration.

(d) Disciplinary Records

Judicial records are created for all Resident incidents in which disciplinary charges are alleged. These records are maintained and purged according to the following guidelines:

1. Upon Graduation, records involving alleged violations in which the Resident was charged and found not responsible, or in which charges were subsequently dropped, or absent extenuating circumstances, will be destroyed.
2. Records involving alleged violations in which the Resident was found responsible are held in the official judicial records at in the Department of Student Affairs located at DIT for seven (7) calendar years beyond the meeting date.
3. Records of any kind may be retained indefinitely at the discretion of DHL and DIT.

Note: All outstanding judicial charges and/or sanctions must be resolved before a Resident may graduate from DIT or before a withdrawn Resident may be readmitted to DIT. Residents with unresolved judicial charges and/or sanctions may have an administrative hold placed on their account resulting in the inability to receive transcripts, register for classes, sign up for DIT and/or DHL functions, or graduate. Proceedings of Conduct Review or Appeals and Disciplinary Committee Meetings may be audio taped or videotaped at DIT/DHL's discretion.

5.4 Appeals and Disciplinary Committee Meeting Procedures

The Appeals and Disciplinary Committee consists of DHL Staff, DIT faculty, and Residents who review appeals and higher level alleged policy violations. Resident representatives who serve on the committee must have and maintain a 2.5 GPA and must not have outstanding judicial charges or be on Disciplinary Probation at their time of service. Student representatives are chosen by the DIT Student Senate and confirmed by the Dean of Students. The Faculty representatives are full-time or part-time employees of DIT and have volunteered to participate on the committee. A Procedural Advisor (a Staff or faculty member of DHL or DIT not participating in the decision making process of the

alleged violation or appeal) serves to clarify procedures and brings the facts and circumstances of the alleged violation or appeal and any other relevant documents before the Committee.

1. A Resident may elect to have their alleged violation heard by the Appeals and Disciplinary Committee in lieu of having a Conduct Review meeting with a DHL employee or a Student Affairs staff member. The Resident Directors, Director of Housing, and the Dean of Students may also decide, in his or her discretion, to refer an alleged violation to the Appeals and Disciplinary Committee in instances of disputes of fact, repeat offenses, or if an alleged violation may result in sanctions, including but not limited to disciplinary probation, suspension or expulsion.
2. The Procedural Advisor offers to meet in advance with the accused Resident to answer questions, prepares the relevant documents and information for the Appeals and Disciplinary Committee, and is present during the meeting to clarify any information or point of procedure. The Procedural Advisor is present during the Appeals and Disciplinary Committee deliberations, but does not vote and does not participate in the administration of sanctions.
3. The accused Resident is notified of the date, place, and time of the Appeals and Disciplinary Committee Meeting. That notification shall be given to the accused Resident within seven (7) days of the Resident electing the Appeals and Disciplinary Committee Meeting or being notified that the Appeals and Disciplinary Committee will review their alleged violation(s).
4. Appeals and Disciplinary Committee meetings are not open to the public. Parents, attorneys, or other outside representatives are not permitted to be in attendance (unless a criminal charge is currently pending against the Resident, in which case an attorney may be present to advise the Resident; the attorney may not, however, speak to or address the Committee orally or in writing or otherwise represent the Resident in the hearing).
5. The accused Resident may select a member of the DIT community to attend the meeting as an advisor to them. The advisor may not speak or ask questions during the meeting, but may consult with the accused Resident and suggest questions or points of clarification for them to address.
6. During the Committee meeting, information regarding the allegations is presented to the Committee by the Procedural Advisor. The Committee first discusses the information provided before bringing the accused Resident into the meeting room.
7. Once all of the information is presented to the Committee and they have had an appropriate amount of time to discuss, the accused Resident is allowed to address the Committee. The Committee will continue deliberating the incident regardless of the presence of the accused Resident. If the Resident is present, they will be asked to present their account of the alleged violation. DHL and the accused Resident may present witnesses and the Appeals and Disciplinary Committee members may ask for additional witnesses to appear before them. Character witness testimony is not permitted. The accused Resident will have the option to give a closing statement before leaving the meeting room.
8. The Procedural Advisor convenes the meeting in accordance with the Procedures outlined above.
9. After the meeting, the Appeals and Disciplinary Committee deliberates and determines, by majority vote, whether the accused Resident is responsible for the violation as charged and, if so, the appropriate sanctions. The accused Resident's prior Disciplinary Record will be brought forward by the Procedural Advisor during the sanctioning phase and will be considered as sanctions are determined.
10. After rendering a decision, the Appeals and Disciplinary Committee informs the Procedural Advisor of the decision. The Director of Housing or the Dean of Students provides a written decision letter to the Resident within ten (10) business days of the close of the Appeals and Disciplinary Meeting.

5.5 Sanctions and Definitions

(a) Sanctions

The sanctions outlined below serve as a guide. The adjudicating Student Affairs staff, Residence Life Staff or the Appeals and Disciplinary Committee determine final sanctions based on the specific facts and circumstances of the incident. In addition to the recommended sanctions outlined below, certain violations carrying specific sanctions are outlined at the end of the section. Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

All documented violations for which a Resident is found responsible are kept in judicial files. For sanctioning purposes, violations from previous years may be taken into consideration in the sanctioning phase at the discretion of the Student Affairs Staff, Residence Life Staff or the Appeals and Disciplinary Committee adjudicating the case.

(b) Sanctions for Conduct Review Meetings

For all violations where a Resident takes responsibility or is found responsible for an alleged violation, sanctions include, but are not limited to one or a combination of:

- ❖ Up to 1 semester Disciplinary Probation
- ❖ Up to 10 hours Service Work
- ❖ Educational Sanctions (i.e. writing assignment, bulletin boards, etc.)
- ❖ Written Warning
- ❖ No Contact Order
- ❖ Monetary Damages, if applicable
- ❖ Fines
- ❖ Parental Notification
- ❖ Specific sanctions as outlined in the Fire Safety, Alcohol, Drug, Smoking, Apartments, or Destruction of Property section outlined in this Handbook.
- ❖ Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

(c) Sanctions for Appeals and Disciplinary Committee Meetings

For all violations where a Resident takes responsibility or is found responsible for an alleged violation, sanctions include, but are not limited to one or a combination of:

- ❖ Up to 1 year Disciplinary Probation
- ❖ Up to 15 hours Service Work
- ❖ Educational Sanctions (i.e. writing assignment)
- ❖ Monetary Damages, if applicable
- ❖ Written Warning
- ❖ No Contact Order
- ❖ Fines
- ❖ Parental Notification
- ❖ Interim Suspension (temporary suspension from DHL, including Residence Halls, until investigations close)
- ❖ Removal from Apartments (without refund of room and board)
- ❖ Disciplinary Suspension (without refund of tuition, room, board and fees)
- ❖ Disciplinary Expulsion (without refund of tuition, room, board and fees)
- ❖ Specific sanctions as outlined in the Fire Safety, Alcohol, Drug, Smoking, Residence Hall, or Destruction of Property section outlined in this Handbook.
- ❖ Residents may also be formally charged by state and local police with penalty to be decided by state and federal courts.

(d) Definitions for Disciplinary Process and Procedures Section

- ❖ **Accepts Responsibility:** A Resident who has been charged with a violation admits that they is responsible for that violation.
- ❖ **Apology:** A written or verbal apology to the individual who was inconvenienced, insulted, embarrassed, etc., by the accused Resident's behavior.
- ❖ **Appeal:** A written request submitted to the appropriate Staff member as outlined in the Appeal policy in the Resident Conduct Code.
- ❖ **Appeals and Disciplinary Committee Meeting:** The Appeals and Disciplinary Committee reviews instances of appeal, repeat instances of violations of the Resident Conduct Code, alleged violations involving significant dispute of fact or violations in which the sanctions may include but are not limited to suspension or expulsion. A Resident may also elect to have an Appeals and Disciplinary Committee Meeting rather than a Conduct Review Meeting.

- ❖ **Community Restitution:** A Resident who accepts responsibility or is found responsible for a violation of the Resident Conduct Code serves the community they have inconvenienced, insulted, embarrassed, etc. This restitution may be through assisting a faculty/staff member or working with a campus department. A specific number of hours and a deadline are set at the time of sanctioning.
- ❖ **Conduct Review Meeting:** The method of adjudication violations in which the sanctions are unlikely to include suspension or expulsion from DHL for the Resident who accepts responsibility or is found responsible. Student Affairs staff and Residence Life Staff members conduct and convene these meetings.
- ❖ **Confiscation:** The appropriation of certain items from a person or area that could be later used as information for an alleged violation of DHL policy. Confiscated items are not subject to be returned.
- ❖ **Decline to Accept Responsibility:** A Resident who has been charged with a violation of the Resident Conduct Code and does not admit that they are responsible for that violation.
- ❖ **Disciplinary Probation:** A Resident is allowed to continue enrollment at DIT with the understanding that, during the period of time while they are on Disciplinary Probation, any further violations of the Resident Conduct Code could result in suspension or expulsion from DHL and DIT.
- ❖ **Educational Sanction:** A sanction designed to provide an additional educational opportunity for a Resident who has been found responsible for violating the Resident Conduct Code.
- ❖ **Expulsion:** Permanent separation from DHL as a result of a judicial meeting or at the discretion of the Appeals and Disciplinary Committee, Dean of Students, the Chief Operating Officer or President. Expelled Residents are ineligible for readmission to DHL.
- ❖ **Fines:** Money to be paid to DHL by Residents who have been found responsible for specific violations of the Resident Conduct Code or other DHL policies.
- ❖ **Interim Suspension:** In certain circumstances where there is an alleged or perceived direct threat to self or others, the Dean of Students, or their designee, may impose a temporary suspension from DHL and/or DIT prior to formal judicial proceedings or administrative decision by the Dean of Students, Appeals and Disciplinary Committee, Chief Operating Officer or the President. Interim suspension may be imposed to (1) ensure the safety and well-being of members of DHL community; (2) to ensure the Resident's own physical or emotional safety and well-being; (3) if the Resident poses a direct threat of disruption of or interference with the normal operations of DHL; (4) if the Resident has been charged or is likely to be charged with a felony. During Interim Suspension, the Resident shall be denied access to DHL housing and/or the DIT campus (including classes) and/or all other DHL/DIT activities or privileges for which the Resident might otherwise be eligible, and/or may be subject to other conditions as the Dean of Students may deem appropriate.
- ❖ **Monetary Damages:** Fees assessed to Residents for damage done to an individual's or DHL's property. Damages may be assessed to individuals who have been found responsible for the damage and/or to a group of individuals found responsible. Damages not associated with specific individuals may be billed to both Residents who occupy a Bedroom, to all Residents who occupy an Apartment, or all Residents who occupy an Apartment or are involved in an organization.
- ❖ **No Contact Order:** A sanction given to a Resident or group of Residents that prevents them from communicating through any means with another Resident or group of Residents.
- ❖ **Parental Notification:** Parents will routinely be notified regarding violations in which a Resident accepts responsibility or is found responsible. They may also be notified prior to the adjudication of a case at the discretion of the Director of Housing. Parents may also be contacted if the Director of Housing believes that the Resident poses a danger to himself/herself or others.
- ❖ **Preponderance of the Information:** Standard of proof in Conduct Review Meetings and Appeals and Disciplinary Committee Meetings where it is "considered more likely than not" that the violation occurred.
- ❖ **Sanction(s):** Consequences imposed upon a Resident during the course of a judicial proceeding or by the Director of Student Affairs (or he/her designee) as outlined in the Resident Conduct Code.
- ❖ **Suspension:** Separation from DHL and/or DIT after being found responsible for a violation of the Resident Conduct Code. Suspension is imposed for up to one year. Readmission is not guaranteed into DHL housing or DIT.
- ❖ **Violation:** Committing any of the prohibited acts as outlined in the Resident Conduct Code or outlined in any other DHL/DIT policies contained in the Residence Life Handbook, Housing Agreement, DIT Course Catalog, or DIT Student Handbook.

- ❖ **Counseling Center Referral:** At any point during the investigation of an alleged violation or as a sanction for a violation for which a Resident has been found responsible, the Resident may be referred to DIT Counselor for an assessment. The content of the assessment is held in strictest confidence, but the Counselor will confirm that the Resident was assessed and provide recommendations as appropriate.
- ❖ **Witness:** Any individual who has witnessed an incident or has knowledge of an incident in which the Resident Conduct Code was allegedly violated may be called upon to provide a statement during the investigation or adjudication of the alleged violation.
- ❖ **Written Warning:** An official notice by a Staff member to a Resident who has violated DHL policy indicating that should the behavior in question should be immediately terminated, and if the behavior continues, additional disciplinary action will be taken. The written warning stays in the Resident's disciplinary record or file.

6. ANTI-HARASSMENT AND MISCONDUCT POLICIES

6.1 Sexual Harassment and Sexual Misconduct Policy

DHL is committed to maintaining a positive emotional and physical environment in which all Residents have an equal opportunity to achieve success. DHL will not tolerate any acts of harassment or non-consensual sexual activity. Intimidation, harassment, and sexual misconduct are inconsistent with maintaining social responsibility and academic freedom on campus or within Apartments.

The following policy and protocol applies to all situations in which the student believes that the student has been the alleged victim of sexual misconduct by a member of the DHL community or the community at large.

DEFINITION OF TERMS

Definitions of Sexual Misconduct

(a) Consent

Consent is a voluntary agreement to engage in sexual activity; someone who is incapacitated cannot consent; past consent does not imply future consent; silence or an absence of resistance does not imply consent; consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another.

(b) Incapacitation

Incapacitation exists (but is not limited to) when a person is unaware, blacked out, unconscious, unable to make rational/reasonable decisions, and/or otherwise physically or mentally helpless to give effective consent. Incapacitation does not excuse the accused party.

(c) Sexual Exploitation

Sexual exploitation is when a student takes non-consensual, unjust, or abusive sexual advantage of another for their own advantage or benefit and that behavior does not otherwise constitute rape, sexual assault, or sexual harassment.

Examples include:

- ❖ inducing incapacitation with the intent to rape or sexually violate another person
- ❖ non-consensual video, audio taping or still photography of sexual activity, or full or partial nakedness/nudity,
- ❖ allowing others to observe a personal act of consensual sex without knowledge or consent of the partner

(d) Sexual Harassment

Sexual harassment includes, but is not limited to: blatant and overt acts such as unwanted or unwarranted touching, bribery, demands for sexual favors, threats of physical and/or emotional harm, exposing one's self, undue attention, unwanted embraces or bodily contact, sexual gestures, or verbal abuse. Sexual advances, requests for sexual favors, and other conduct of a sexual nature constitute sexual harassment when:

- ❖ such advances or requests are made under circumstances implying that one's response might affect educational or personnel decisions that are subject to the influence of the person making the proposal; and/or

- ❖ such speech or conduct is directed against another and is either abusive or severely humiliating, or persists despite the objection of the person targeted by the speech or conduct; and/or
- ❖ such speech or conduct is reasonably regarded as offensive and substantially impairs the academic or work opportunity of Residents, colleagues, or co-workers; and/or
- ❖ the behavior may be an unwanted series of events or an unwanted single encounter that causes a reasonable individual worry, trouble, or concern.

(e) Hostile Environment

A hostile environment includes any situation in which there is harassing conduct that is sufficiently severe, pervasive, and objectively offensive, that it has the effect of unreasonably interfering with, denying, or limiting someone's ability to participate in or benefit from DigiPen's educational programs or activities.

(a) Non-consensual Sexual Intercourse (or Rape):

Any sexual intercourse (anal, oral, or vaginal), however slight, with any body part or any object, by a person upon another person, without consent. Non-consensual sexual activity occurs if a person is forced to have sexual intercourse, or if sexual intercourse occurs under circumstances in which a person is unable to consent to such activities. Sexual intercourse may involve vaginal, oral, or anal penetration by a penis, other body part, or other object. The perpetrator may be known or unknown to the victim. The force necessary can be any amount or threat of force, which places the victim in fear of injury or in fear of their life. The perpetrator need not use a weapon nor must they physically abuse the victim to make the victim fearful of injury or their life. The terms "acquaintance rape" and "date rape" refer to the above-described behavior perpetrated by someone known to the victim. Non-consensual sexual intercourse also includes knowingly transmitting an STD or HIV to another person or engaging in prostitution or promoting prostitution (i.e. personally gaining money, privilege, or power from the sexual activities of another).

(b) Retaliatory Harassment

Retaliatory harassment is intentional action taken by an accused individual or allied third party that harms an individual as reprisal for reporting sexual misconduct or for participating in an investigation of sexual misconduct. DigiPen prohibits retaliation against those who file a complaint or third-party report, or otherwise participate in the investigative and/or disciplinary process (e.g., as a witness). DigiPen will take strong responsive action if retaliation occurs.

6.2 Reporting a Violation of Sexual Misconduct

DigiPen and DHL encourages the complainant of sexual violence to talk to a Responsible Employee about what happened – so the complainant can get the support they need, and so DHL and DIT can respond appropriately.

Statement of Confidentiality

Different employees on the DIT campus or within DHL have different abilities to maintain a complainant's confidentiality.

1. Some are required to maintain near complete confidentiality; talking to them is sometimes called a "privileged communication." (e.g. Counselor)
2. All employees (excluded those with privileged communication) are required to report all the details of an incident (including the identities of both the complainant and respondent) to a Title IX Coordinator. A report from these employees (called "Responsible Employees") constitutes a report to DigiPen – and obligates DigiPen to investigate the incident and take appropriate steps to address the situation.

A student who believes there was a violation of the Sexual Misconduct Policy can report the violation to a Responsible Employee.

A Responsible Employee is a DigiPen employee who has the authority to address sexual violence, who has the duty to report incidents of sexual violence or other student misconduct, or who a student could reasonably believe has this authority or duty.

The following employees (or categories of employees) are DigiPen's Responsible Employees:

Student Affairs Staff, Faculty, Administration and Resident Assistants

Responsible Employees are required to report any potential violation of the sexual misconduct policy to a Title IX Coordinator. If the complainant wants to tell the Responsible Employee what happened but also maintain confidentiality, DigiPen will consider the

request, but cannot guarantee that it will be honored. While reporting the details of the incident to a Title IX Coordinator, the Responsible Employee will also inform the Title IX Coordinator of the complainant's request for confidentiality.

When a complainant tells a Responsible Employee about an incident of sexual violence, the complainant has the right to expect DigiPen to take immediate and appropriate steps to investigate what happened and to resolve the matter promptly and equitably.

A Responsible Employee must report to a Title IX Coordinator all relevant details about the alleged sexual violence shared by the complainant.

To the extent possible, information reported to a Responsible Employee will be shared only with people responsible for handling DigiPen's response to the report. A Responsible Employee should not share information with law enforcement without the complainant's consent or unless the complainant has also reported the incident to law enforcement.

Title IX Investigatory Procedures and Protocols:

Title IX protects against gender discrimination and provides for equal opportunity for students to pursue education and have equal and safe access to all of a school's programs, facilities, etc. It is mandated through the Office of Civil Rights in the US Department of Education. All institutions receiving federal funds or providing federal financial aid to students must adhere to Title IX.

Sexual assault and other forms of sexual misconduct fall under a sexual harassment umbrella, which is a violation of Title IX and civil rights.

Residents who believe they have been subjected to discrimination or harassment in violation of the Sexual Harassment Policy should follow the procedure outlined here to report these concerns.

The Title IX officers (Title IX Coordinator, Title IX Investigators) are charged with investigating all complaints of violations of the Sexual Misconduct Policy.

Title IX Coordinator(s):
Marshall Traverse
mtraverse@digipen.edu
(425) 629-5034

Title IX Investigation Procedure

1. Complainant contacts a Responsible Employee of the DigiPen community to report incident.
2. Member of the DigiPen community reports incident to Title IX Coordinator (or designee).
3. This process involves an immediate initial determination by a Title IX Coordinator as to whether the conduct in question is a violation of the Sexual Misconduct Policy.
4. If the conduct is found to fall under the Sexual Misconduct Policy a Title IX Coordinator (or designee) will initiate a prompt, thorough and impartial investigation by trained Title IX investigators. Title IX investigation will occur independent of any criminal investigation initiated by the complainant.
5. Investigation can last 30-60 days, but this time frame may be extended depending on the complexity of circumstances of each case.
6. Title IX Investigators report investigation findings to a Title IX Coordinator (or designee) and Chief Operations Officer (or designee).
7. An adjudication Hearing will be held with a Title IX Coordinator and Chief Operations Officer (or designee) who determines the sanctions.
8. Chief Operations Officer (or designee) decides on appropriate measures to resolve allegations.
9. Complainant and respondent are notified of decision via a simultaneous written notice, and all reports are kept confidential.

Each step of Adjudication process is explained further below:

1. Any student in the DigiPen community who believes they have been the victim of sexual misconduct as defined the Code of Student Conduct is encouraged to bring the matter to the attention of a Responsible Employee to ensure complaints are received in as timely a manner as is possible.
2. A Title IX Coordinator oversees DigiPen's centralized review, investigation, and resolution of reports of sexual assault and harassment. The coordinator also facilitates DigiPen's compliance with Title IX.

3. A Title IX Coordinator will review the claim and determine if it violates the Sexual Misconduct Policy or regulations under Title IX.
4. DigiPen may designate an investigator of its choosing, provided that the investigator has specific training and experience investigating allegations of misconduct. DigiPen will provide annual training for all investigators, and any investigator chosen to conduct the investigation must be impartial and free of any conflict of interest.
5. The investigator(s) will conduct the investigation in a manner appropriate in light of the circumstances of the case, which will typically include interviews with the complainant, the respondent, and any witnesses. As part of the investigation, the investigator(s) will provide an opportunity for both parties to present witnesses and other evidence. The interviews will be supplemented by the gathering of any physical, documentary, or other evidence, as appropriate and available. The investigation is designed to provide a fair and reliable gathering of the facts. The investigation will be thorough, impartial, fair, and all individuals will be treated with appropriate sensitivity and respect. The investigation will be conducted in a manner that is respectful of individual privacy concerns. The parties involved will be notified when the investigation has commenced.

Information gathered during the review or investigation will be used to evaluate the responsibility of the respondent, provide for the safety of the complainant and the DigiPen campus community, and impose remedies as necessary to address the effects of the alleged conduct. Where there is sufficient information alleged, if proven, that would constitute a violation of policy, DigiPen will have the discretion to institute judicial resolution proceedings against the respondent.

At its sole discretion, DigiPen may remove a member of the community temporarily until the investigation is completed.

6. DigiPen will seek to complete the investigation within 30-60 days of receiving the complaint, but this time frame may be extended depending on the complexity of the circumstances of each case.
7. At the conclusion of the investigation, the investigator(s) and a Title IX Coordinator will prepare a report setting forth the facts gathered, which will be presented to the Chief Operations Officer (or designee). Upon receipt of the investigation report, DigiPen will notify all parties that the investigation is complete and provide information about next steps in the process.
8. Based on the information gathered in the initial Title IX assessment and/or investigation, the Chief Operations Officer (or designee) acting on the behalf of DigiPen will take appropriate measures designed to end the misconduct, prevent its recurrence, and address its effects. The decision is made using preponderance-of-the-evidence (i.e. more likely than not).

The Chief Operations Officer (or designee), acting on behalf of DigiPen, is the administrator who determines whether or not the incident warrants a judicial charge. A student does not initiate a charge against another student, but may press charges using local, state or federal procedures.

The Chief Operations Officer (or designee), acting on behalf of DigiPen makes a determination based on the present facts about the safety of the complainant and the potential risk to other students. If deemed necessary, DigiPen may contact the respondent and may impose sanctions which include, but are not limited to: interim suspension from DigiPen and/or DigiPen Housing LLC; permanent expulsion from DigiPen, and a No Contact Order.

Insufficient Evidence: A Title IX Coordinator determines there is not enough information to justify filing a formal Sexual Misconduct charge and the disciplinary matter is dropped or other charges are assigned, as appropriate.

False Report: A Title IX Coordinator determines that the complainant made a false statement and sanctions may be imposed.

9. Both parties will be notified of the outcome of the complaint by a simultaneous written notice. A Title IX Coordinator (or designee) will document each report or request for assistance in resolving a case involving charges of sexual assault or harassment, whether by the complainant, a third party, or anonymously, and will review and retain copies of all reports generated as a result of investigations. These records will be kept confidential to the extent possible. Each report will be documented via an incident report and reported annually in adherence to the Cleary Act (names will not be used).

Rights of a Complainant in Cases of Sexual Misconduct

Individuals whose complaints of sexual misconduct are being investigated by DigiPen can anticipate that:

- They will be treated with sensitivity, dignity, respect and in an unbiased manner by all involved administrators, investigators and adjudicators.
- They will be informed in writing that their complaint of sexual misconduct is being investigated, and of any other suspected related policy violations being explored through this investigation.
- They will be advised of DigiPen's Sexual Misconduct Policy and procedures.
- They will be afforded the same rights and opportunities as the respondent throughout the investigation and adjudication process.
- They will be given periodic status updates throughout the investigation and adjudication process.
- They may access DigiPen and/or external resources for medical and counseling services at any time.
- They may choose to pursue a formal complaint with external law enforcement authorities or other federal or state agencies at any time.
- They may invite a DigiPen student, faculty, or staff member to accompany them at meetings regarding the investigation process.
- They may meet with the Chief Operations Officer in person prior to the official determination of a finding.
- They will be informed in writing, concurrently with the respondent, of the finding issued by the Chief Operations Officer (or designee), as well as the outcome of any appeal, to the extent permitted by the Code of Student Conduct.
- They will have the right to appeal the outcome based on the grounds designated in this policy, provided they have participated in the investigation process.
- They may retain legal counsel at any time, although legal counsel is not permitted to participate in DigiPen's investigation and adjudication process. Attorneys who wish to communicate about a case may contact the DigiPen's legal representation directly.

Rights of Respondents in Cases of Sexual Misconduct

Students responding to complaints of sexual misconduct can anticipate that:

- They will be treated with sensitivity, dignity, respect and in an unbiased manner by all involved administrators, investigators and adjudicators.
- They will be informed in writing that a complaint of sexual misconduct against them is being investigated, and of any other suspected policy violations being explored through this investigation.
- They will be advised of DigiPen's Sexual Misconduct Policy and procedures.
- They will be afforded the same rights and opportunities as the complainant throughout the investigation and adjudication process.
- They will be given periodic status updates throughout the investigation and adjudication process.
- They may invite a DigiPen student, faculty, or staff member to accompany them at meetings regarding the investigation process.
- They may meet with the Chief Operations Officer (or designee) in person prior to the official determination of a finding.
- They will be informed in writing, concurrently with the complainant, of the finding issued by the Designated Officials, as well as the outcome of any appeal, to the extent permitted by Code of Student Conduct.
- They will have the right to appeal the outcome based on the grounds designated in this policy, provided that they have participated in the investigation process.
- They may retain legal counsel at any time, although legal counsel is not permitted to participate in DigiPen's investigation and adjudication process. Attorneys who wish to communicate about a case may contact DigiPen's legal representation directly.

ADDITIONAL INFORMATION REGARDING SEXUAL MISCONDUCT PROCESS

DigiPen's process will proceed as stated in the section Sexual Misconduct Policy even if the complainant has filed a police report. However, the individual students, not DigiPen, must take such action. DigiPen, may consult with and review information provided by

municipal authorities, but DigiPen makes its independent determination about whether or not the Student Conduct Code has been violated. DigiPen investigation and ultimate decision regarding the complaint proceeds independent of decisions made or not made by law enforcement authorities or a court.

Contact Information for Outside Assistance

King County Sexual Assault Resource Center 24 Hour Resource Line – 888-998-6423

6.4 Anti-Harassment Policy

DHL recognizes that the protection of free and open speech and the open exchange of ideas are vital to the academic community. This recognition is, therefore, an important element in the "reasonable person" standard used in judging whether harassment has occurred. This policy is meant neither to proscribe nor to inhibit discussion, in or out of the classroom, of complex, controversial or sensitive matters, when in the judgment of a reasonable person they arise appropriately and with respect for the dignity of others. DHL also recognizes, however, that verbal conduct can be used specifically to intimidate or coerce and to inhibit genuine discourse, free inquiry, and learning. Such abuses are unacceptable. If a Resident believes that another's speech or writing is offensive, wrong or hurtful, they are encouraged to express that judgment in the exercise of their own free speech or bring the matter to the attention of the Department of Student Affairs, who will proceed in accordance with procedures outlined in the Resident Conduct Code.

This policy is intended to protect all DHL Residents and applies to the conduct of DHL Residents, faculty, administrators, and staff. Any Resident who feels that they have been harassed or retaliated against as defined in this policy may file a formal grievance with the Department of Student Affairs. If a complaint is against a DHL administrator, Staff member or faculty member, the Department of Student Affairs will refer the complaint for handling to the appropriate DHL official or office. Residents should note that sexual harassment is also separately addressed in DHL's Sexual Harassment and Sexual Misconduct Policy.

7. Housing Accommodations / Disability Support Services

The DSS Office and the DigiPen Housing LLC work together to make sure that students with disabilities have equal access to DigiPen Housing LLCs housing resources. Students who wish to have housing accommodations, such as wheelchair accessible room, single room, access to a kitchen, single-use bathroom and/or visual alarm, should notify the DSS Office and DigiPen Housing LLC. Each request for housing accommodation will be considered carefully on a case-by-case basis.

Students should contact the DSS Office to discuss the housing accommodation they are requesting. Continuing students should do this at least four weeks in advance of the beginning of the housing registration process or as soon as a need for accommodation is determined. Newly enrolled students are strongly recommended to contact the DSS Office as soon as possible after deciding to apply for DigiPen housing.

Students requesting housing accommodations need to be registered with the DSS Office by completing the intake appointment and all the necessary paperwork. Also, students are to submit the documentation that demonstrates the existence of their disability, and needs of the specific housing accommodation. Please refer to DHL Residence Life Handbook Section 7.1 "Documentation Guidelines" for the complete information.

The DSS Office or the DigiPen Housing LLC will notify students who have submitted complete information regarding decisions concerning requests for housing accommodations. Students who are denied for their disability-related housing accommodation or who choose not to use the room offered should contact the DigiPen Housing LLC immediately, and complete the standard room selection process.

Students must apply for housing accommodations each year to be reconsidered.

Students should be aware that the single room housing accommodation is granted very rarely. Students' preference for having a "quiet, undisturbed place to study" will not be usually enough to provide the single room housing accommodation.

7.1 Documentation Guidelines

Students must provide most current documentation from a qualifying professional, such as a physician, clinical psychologist, and psychiatrist. Dependent upon the disability, the age of acceptable documentation varies. Older documentation may be appropriate for conditions that are permanent, while more current documentation may be requested for changing conditions and/or changes in how the condition impacts the individual over time.

The document should indicate that the student meets appropriate criteria of a physical or psychological impairment that substantially limits one or more major life activities as defined by ADA. In an academic setting, the disability must substantially limit the ability to participate equally in activities associated with learning and/or demonstration of specific skills and/or knowledge.

Documentation should also establish the students' eligibility for accommodations.

Documentation should include:

- ❖ Date of evaluation
- ❖ Description of disability
- ❖ Current impact of the disability in educational setting
- ❖ Past use and effectiveness of accommodations
- ❖ Recommendations for accommodations that are logically related to the impact of disability
- ❖ Credentials and contact information of the evaluator

If the submitted documentation is incomplete or does not support the student's request for accommodations, the DSS Office may ask the student to provide additional information. DigiPen will make the final determination of reasonable accommodations.

Many IEP's and 504 plans from a school district may not be sufficient to provide necessary information to determine appropriate accommodations.

Students who do not have documentation are encouraged to meet with the DSS staff to explore options for support.

The DSS Office destroys documentation and other disability-related information seven years after a student leaves the college.

Students should contact the DSS Office for guidance on the documentation needed for their individual situations by emailing dss@digipen.edu.

8. SERVICE ANIMAL AND EMOTIONAL SUPPORT ANIMAL POLICY

DHL is committed to making reasonable modifications to its rules, policies, and practices when necessary to afford people with disabilities an equal opportunity to access its programs, services, and activities.

8.1 Service Animals

A service animal refers to any dog that is individually trained to do work or perform tasks for the benefit of a person with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the person's disability. The provision of emotional support,

wellbeing, comfort, or companionship does not constitute work or tasks for the purpose of this definition. Species other than dogs or, in some cases, miniature horses, are not considered service animals for the purpose of this definition of a service animal.

Service animals will be permitted to accompany people with disabilities in all areas of DHL facilities where students, members of the public, and other participants in services, programs or activities are allowed to go. DHL does not require documentation, such as proof that the animal has been certified, trained, or licensed as a service animal.

Additionally, DHL cannot ask about the nature or extent of a person's disability to determine whether a person's animal qualifies as a service animal. However, when it is not readily apparent that a dog is a service animal, DHL staff may make two inquiries to determine whether the dog qualifies as a service animal, which are:

1. Is the dog required because of a disability?
2. What work or task has the dog been trained to perform?

A service animal must be housebroken (i.e., trained so that it controls its waste elimination) and must be kept under control by a harness, leash, or other tether, unless the person is unable to hold those, or such use would interfere with the service animal's performance of work or tasks. In such instances, the service animal must be kept under control by voice, signals, or other effective means.

DHL will assess requests for the use of miniature horses by people with disabilities on a case by case basis. Requests should be submitted to the Disability Support Services and, consistent with applicable laws, DHL may make modifications in its policies to permit their use if they meet certain criteria and have been individually trained to do work or perform tasks for the benefit of people with disabilities.

8.2 Emotional Support Animals

An emotional support animal refers to any animal that provides emotional support that eases one or more identified symptoms or effects of a person's disability. Unlike service animals, emotional support animals are not trained to perform work or tasks, and they include species other than dogs and miniature horses.

Before an emotional support animal can move into an Apartment with a person with a disability, a request must be submitted to DigiPen's Disability Support Services and approval must be granted (preferably at least 30 days prior to move in). Requests must include photograph of the animal, and documentation from a licensed physician or mental health provider with provide sufficient information for DigiPen to determine:

1. that the individual qualifies as a person with a disability (i.e., has a physical or mental impairment that substantially limits one or more major life activities); and
2. that the emotional support animal is necessary to afford the person with a disability an equal opportunity to use and enjoy Residence Halls, including the relationship between the person's disability and the emotional support that the animal provides.

While emotional support animals are generally not allowed indoors on DigiPen's campus other than in DHL Apartments, people with disabilities may request approval from the Disability Support Services to have the emotional support animal accompany them to other campus areas. Such requests will be considered on a case by case basis consistent with applicable laws.

8.3 Responsibilities of People with Disabilities Using Service or Emotional Support Animals

DHL is not responsible for the care or supervision of service or emotional support animals. People with disabilities are responsible for the cost, care, and supervision of service and emotional support animals, including:

- ❖ Compliance with any laws pertaining to animal licensing, vaccination, and owner identification;
- ❖ Keeping the animal under control and taking effective action when it is out of control; and
- ❖ Feeding and walking the animal, and disposing of its waste appropriately.

Required documentation may include a King County Pet License (KCPL). Although a service or emotional support animal is not a pet, KCPLs are required for all dogs and cats 8 weeks of age or older residing in King County. KCPLs are available at no cost for service animals. For more information about pet licensing visit the King County website (<http://www.kingcounty.gov/safety/regionalAnimalServices/License.aspx>).

DHL will not require any surcharges or fees for service animals or emotional support animals. However, a person with a disability may be charged for damage caused by a service animal or emotional support animal to the same extent that DHL would normally charge a person for the damage they cause.

Consideration of others must be taken into account when providing maintenance and hygiene to service and emotional support animals. Preventative measures should be taken at all times for flea and odor control. DHL staff will inspect any unit in which an animal lives for fleas and ticks at least once per calendar year. If fleas or ticks are detected, the unit will be treated using an approved method and the resident will be billed for the expense.

People with disabilities who are accompanied by service animals or emotional support animals must comply with the same institutional rules regarding noise, safety, disruption, and cleanliness as people without disabilities.

8.4 Exceptions and Exclusions

DHL may pose some restrictions on, and may even exclude, a service animal or emotional support animal in certain instances. Restrictions or exclusions will be considered on a case by case basis in accordance with applicable laws, but an animal may be excluded if:

- ❖ It is out of control and effective action is not taken to control it;
- ❖ It is not housebroken;
- ❖ It poses a direct threat to the health or safety of others that cannot be reduced or eliminated by reasonable modifications; or
- ❖ Its presence fundamentally alters the nature of a program, service or activity.

In considering whether an animal poses a direct threat to the health or safety of others, DHL will make an individualized assessment, based on reasonable judgment, current medical knowledge, or the best available objective evidence, to determine: (1) the nature, duration, and severity of the risk; (2) the probability that the potential injury will actually occur; and (3) whether reasonable modifications of policies, practices, or procedures will mitigate the risk. DHL shall provide a written statement of explanation to any person with a disability if a determination is made that the presence of that person's service animal or emotional support animal would fundamentally alter the nature of a program, service, or activity.

In the event that restriction or removal of a service animal or emotional support animal is determined to be necessary, the person with a disability will still be given the opportunity to participate in the service, program, or activity without having the service animal or emotional support animal present.

8.5 Guidelines for Members of the DigiPen Community

To ensure equal access and nondiscrimination of people with disabilities, members of the DigiPen community must abide by the following practices:

- ❖ Allow service animals and emotional support animals to accompany people with disabilities on campus;
- ❖ Do not ask for details about a person's disabilities;
- ❖ Do not pet a service animal or emotional support animal, as it distracts the animal from its work;
- ❖ Do not feed a service animal or emotional support animal;

- ❖ Do not deliberately startle, tease, or taunt a service animal or emotional support animal; and
- ❖ Do not separate or attempt to separate a person from their service animal or emotional support animal.

If you have a disability that may be affected by the presence of animals, please contact the Disability Support Services office. DigiPen is committed to ensuring that the needs of all people with disabilities are met and will determine how to resolve any conflicts or problems as expeditiously as possible.

8.6 Getting Help

A student or staff member who wishes to bring a service or emotional support animal to campus or campus housing should contact the DSS by emailing dss@digipen.edu.

A student or staff member who wants to report any animal in campus housing that is disruptive, out of control, or poses a threat to safety should contact a DigiPen Housing LLC staff member, the Redmond Police (425-556-2500), or 911 as appropriate.

9. CHECK-OUT PROCEDURES

The following information outlines proper year-end check out procedures; please read this information thoroughly! Residents are expected to leave campus at the end of the spring semester, no later than 5 p.m. on the last day of final exams. No Residents may reside in DHL Housing Units past this deadline unless they are participating in or officially assisting with Commencement exercises and have prior written approval from a Resident Director.

DHL immediately disposes of all items left in units/bedrooms after scheduled move-out dates. Residents may be charged additional fees for this service.

Residents will face sanctions and fines for failing to vacate DHL Housing Units by the scheduled move out dates and times.

9.1 Check-Out Procedures

1. Your Express Check-Out Envelope will be delivered to your unit by your RA at least week prior to the Check-Out date. This packet will include detailed check-out instructions in addition to those outlined in this handbook.
2. Remove all personal belongings from your room and bag your trash and take it to the dumpsters located in your area. You will be responsible for any trash left in your room or hallways, baths, kitchens, or other public areas.
3. Vacuum and clean your room and shared spaces.
4. Remove tape, putty, etc. from walls, ceilings, and doors. Any damage caused by adhesives or any other items will be billed to the residents of that Bedroom.
5. Fill out RCR and store apartment, mail, and cabana keys according to the printed instructions included on the Envelope. Leave
6. Leave the Check-Out envelope on your dining room table for pickup by a staff member after you leave. A Housing Staff member will check your room for damages at a later time and note any discrepancies and possible charges on the Room & Unit Condition Report.

9.2 Check Out Times

All students are expected to check out of their Apartments 24 hours after their last exam or by 5:00 pm on April 28th 2017 for residents completing exams on April 27th or April 28th 2017.

Requests for permission to remain in residence through graduation are due in writing to a Resident Director by 5:00 pm April 1st 2017. Permission is granted only to graduates, relatives of graduates, and those working graduation. Residents

who have been granted permission to remain in their Unit must check out by the date set by the Resident Director in writing.

9.3 Early Check-out

All withdrawals from DigiPen Housing LLC constitute a breach of contract with DHL, and as such, residents who do so forfeit all rights to any associated deposits or fees.

Resident withdrawing from Early from DigiPen Housing LLC for any reason:

1. Residents must first have a conversation with either the Director of Housing or Resident Directors to discuss early check-out procedure and all alternatives before proceeding.
2. Upon declaring final intent to withdraw, resident has 72 hours before they must vacate and preceding this must:
 - ❖ Properly and thoroughly clean their living space, take out all trash and remove all personal effect and posters
 - ❖ Contact the Residence Director to compare the previous Room Condition form with the current state of the living space.

9.4 Damages

Sanctions for intentional or accidental damage may be levied, including cost of restoration or replacement, monetary fine and/or community restitution hours. In cases where specific damages cannot be attributed to an individual(s), then either the specific Bedroom, Unit, complex or the entire residential body will be billed.

Residents or persons responsible for the account may question specific damage charges up to sixty (60) calendar days after the charge has been sent to the billing address. After that time, the charge cannot be challenged. This includes group or individual damage charges and fines.

9.5 Damage Billing

After residents have left, additional inspections will be conducted by DigiPen Housing LLC staff members using your Room & Unit Condition Report to note the following: missing furniture, damage to the room (including furniture, floors, walls, doors, ceilings, electrical fixtures, windows, mini-blinds, locks), and/or custodial services required to return your room to its original condition.

Residents will receive a bill in the summer for any damages noted on the Room & Unit Condition Report for any damages over their \$300 deposit.

The following are not considered normal wear and tear and may result in fines or damage billing:

- ❖ Dirty Bedroom or Common Area (not swept or vacuumed, trash and/or personal belongings left in room, etc.)
- ❖ Adhesives, putty, tape, etc. remaining on walls
- ❖ Damaged furniture
- ❖ Furniture not in room or improperly assembled
- ❖ Improper Check-Out
- ❖ Stained or damaged mattress
- ❖ Wall damage: holes, paint damage, tacks or nails

9.6 Final Room Condition Requirements

When you check out of your room its condition should be similar to the condition it was in at check in. All rooms must be neat and free from trash upon check out. There will be a minimum fine of \$50, **per person**, for unusually dirty Bedrooms and/or for trash/personal belongings remaining in common areas.

(a) **Keys**

Residents must return keys by following the required check-out procedures upon checking-out of their unit. Failure to return the keys within 48-hours of either changing unit/rooms or scheduled date of move-out will result in fines. The charge for a lost Apartment key is \$5 per key and \$200 for changing the lock. All Apartments with a lost key will be re-keyed.

(b) **Room Furniture**

All furniture that was in the Apartment at check in must be returned to its original place before you check out. Furniture misappropriation fines or bills for the cost of replacing furniture may be assessed. Beds should be properly assembled and returned to original places. If a resident requested a bed to be raised or lowered by a staff member it is the resident's responsibility to schedule as least one week in advance of check-out with a staff member to return the bed to its original height.

(c) **Trash**

All trash should be bagged and taken to dumpsters located in your complex

9.7 Improper Check-Out

If Residents do follow proper Checkout Procedures, they will be assessed an Improper Checkout Charge that may include the loss of their Deposit, plus other applicable charges for unreturned items or labor charges. If the resident's Room keys are not returned by the date provided in the Agreement Termination Notice or at the end of the Agreement Period, they may be assessed a Lock Change Charge of \$200, plus \$5 for each additional unreturned key.

9.8 Storage

Some housing units have storage areas. DHL bears no liability for damage or loss of items left in storage. Residents must remove all items placed in storage in compliance with the DHL schedule. Cardboard boxes, mattresses/box springs, upholstered furniture, futons and futon mattresses, and carpets may not be stored. Items must be removed when the Resident leaves. DHL immediately disposes of all items left in storage areas after scheduled move out dates. Residents will be charged additional fees for this service.

9.9 Unit/Room Condition Report

During Check-In each Resident must sign a Unit/Room Condition Report (RCR) prior to occupancy of the Unit/Room. The RCR certifies the condition of the Unit/Room as well as the furniture inventory upon occupancy as confirmed by signature of the Resident and a Residence Life Staff member.

At the end of each academic year or when a Resident vacates the Unit/Room, the Resident and the Residence Life staff verify the condition of the Unit/Room and furniture inventory. Failure to complete this Unit/Room inventory and return it to the Residence Life staff within 48 hours from vacating the assigned room will result in the loss of the right to appeal any damage charges.

DHL Residence Life Handbook

Acknowledgement of Receipt

By signing a DigiPen Housing LLC (“DHL”) Agreement, Residents of DHL agree to abide by and support the policies and procedures found on DHL’s website and in the DHL Residence Life Handbook (“Handbook”). Residents and their guests are responsible for following all policies found on DHL’s website and in the Handbook.

The policies and procedures in this Handbook may change at any time. Residents will be notified of any changes by email sent to their DigiPen Institute of Technology (“DIT”) campus email address and expected to adhere to those changes within one week from the time the email is sent. Failure to read your DIT email is not an acceptable excuse for not adhering to new policies and procedures.

By signing below you acknowledge receiving the DHL Residence Life Handbook and agree to follow all policies and procedures it outlines.

This form will be kept on file in the Housing Department at DIT. If you want to receive a copy of it, please email your request to housing@digipen.edu.

(X) _____ (X) _____
Date: _____
Print Resident Name Resident Signature

(X) _____ (X) _____
Date: _____
Print DHL Staff Name DHL Staff Signature

Thank you for choosing DigiPen Housing LLC!