

CENTRAL WASHINGTON UNIVERSITY HOUSING AND RESIDENCE LIFE

2023-2024

Apartment Reference Guide



CWU is an EEO/AA/Title IX Institution. For accommodation: DS@cwu.edu





Housing and
Residence Life

2023-2024 GUIDE AND STUDENT CODE OF CONDUCT

Central Washington University is an EEO/AA/Title IX Institution. Central Washington University's policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment. Discrimination on the basis of race, color, creed, religion, national origin, sex, sexual orientation, gender identity and gender expression, age, marital status, disability, or status as a protected veteran is prohibited. The university provides an internal procedure for reporting discrimination and affords protection against retaliation for participating in the complaint process. Central Washington University complies with all applicable federal, state, and local laws, regulations, and executive orders including when soliciting bids and in the fulfillment of all contracts with governmental agencies. Persons of disability may request this material in alternative format or make arrangements for reasonable accommodation by calling Housing and Residence Life at 509-963-1831 or by e-mailing housing@cwu.edu.

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WELCOME WILDCATS!

Welcome to your new home at Central Washington University, and congratulations on joining Central's family. Housing and Residence Life is happy you're becoming a part of our century-old tradition of residence life. Being a student can be challenging, even a little scary at times, and we're giving you this resource guide to help you achieve a balanced life at Central.

At CWU, you have the opportunity to meet new people and develop friendships with fellow students who come to us with many different backgrounds. Our staff is here to help enhance your classroom experience and meet your needs by bringing students together, building strong communities, and providing quality services.

This handbook will help you become familiar with your new home and campus, and show you how our programs and services work. Follow these tips to a successful year at Central:

- Know your handbook so future problems can be avoided.
- Respect others in your living environment.
- Get involved in your living environment and on campus.
- Talk to us. Share your thoughts and feelings with us so we can better serve you.

Thanks, and welcome to CWU.

Sincerely,

Housing and Residence Life

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CENTRAL WASHINGTON UNIVERSITY ELLENSBURG, WASHINGTON

Check out our interactive map at cwu.edu/map



- **RESIDENCE HALLS**
 - Alford-Montgomery Hall
 - Barto Hall
 - Bassetts Complex
 - Beck Hall
 - Davis Hall
 - Hitchcock Hall
 - Meisner Hall
 - Quigley Hall
 - Sparks Hall
 - Carmody-Munro Hall
 - Dugmore Hall
 - Green Hall
 - Kamola Hall
 - Kennedy Hall
 - Moore Hall
 - Stephens-Whitney Hall
 - Sue Lombard Hall
 - Wendell Hill Halls (A and B)
 - Wilson Hall
- **DINING**
 - Coffee Shops
 - The Bistro (Tunstall Commons)
 - 1891 Café (Northside Commons)
 - Breeze Thru Café (Randal/Michaelsen Halls)
 - Cat Trax West (Student Union)
 - Cat Trax East (Student Union)
 - Coach's Coffee House (Wendell Hill Hall B)
 - Jimmy B's Café (Brooks Library)
 - The Village Coffee (Green Hall)
 - Markets
 - 1891 Market (Northside Commons)
 - Cats Market (Student Union)
 - The Village Market (Green Hall)
 - Restaurants
 - Central Marketplace (Student Union)
 - Holmes Dining Room (Student Union)
 - The Village Grill (green Hall)
 - Panda Express (Northside Commons)
- **APARTMENTS**
 - Anderson Hall
 - Brooklane Village Apartments
 - Getz-Short Apartments
 - Student Village Apartments
 - Wahle Apartments
- **OTHER**
 - Wildcat Statue (SURC East Patio)

IMPORTANT APARTMENT PHONE NUMBERS

For all emergencies—fire, police, ambulance	911
For non-emergency police response	509-925-8534
Poison Control Center	800-732-6985
Emotional crisis and all local resources	509-925-4168
Kittitas Valley Community Hospital	509-962-9841

CONTACTS FOR APARTMENT COMPLEX COORDINATOR AND APARTMENT MANAGERS:

Anderson	509-963-7111
Brooklane Village office 17	509-963-7041
Getz-Short, D5	509-963-7721
Student Village office	509-963-2348
Wahle, 1	509-963-9040
Housing and Residence Life	509-963-1831
Apartment Complex Coordinator	509-963-2327
Maintenance concerns	509-963-3000
Apartment manager on call	509-201-6112

(On-call apartment managers are on call ALL hours and days that the Housing and Residence Life office is not open, including holidays. They handle complaints, emergencies, lockouts, and any apartment concerns.) Housing and Residence Life office hours are 8 a.m. to 5 p.m. Monday through Friday. Call the apartment manager all other times.

HANDBOOK

Please read this handbook carefully. Your signature on the lease affirms that you, your guests, and everyone residing in the apartment agree to abide by and support the rules, regulations, and policies as set forth by Central Washington University in the terms and conditions of the lease agreement and this handbook. Violations of these policies may result in disciplinary action in accordance with the CWU Student Conduct Code. The university reserves the right to terminate any lease agreement if the lessee, a guest, or anyone residing in the apartment violates the rules, regulations, or stipulations of the lease agreement and handbook.

APARTMENT STAFF

HOUSING AND RESIDENCE LIFE STAFF

Housing and Residence Life has a qualified staff that can assist you with your apartment-related needs. Most needs can be handled by calling Housing and Residence Life at 509-963-1831. Should you need further assistance, the support staff will be able to guide you.

APARTMENT COMPLEX COORDINATOR

The apartment complex coordinator is a full-time professional staff member who works with all of the apartment complexes. This position supervises the apartment managers and is responsible for the apartment newsletter. The apartment complex coordinator office is located in the Residence Life office. The telephone number is 509-963-2327.

APARTMENT MANAGERS

Apartment managers hold five office hours each week. These specific hours are posted on their apartment doors and occur Sunday through Thursday. Apartment managers help solve apartment concerns and offer assistance for all aspects of university life. Apartment managers also offer programs and events for the residents, handle check-in/check-out procedures, and provide assistance for residents locked out of their apartments.

In addition to regular office hours, an apartment manager will be on call all hours Housing and Residence Life is not open. This includes nightly service and 24-hour service on the weekends and holidays.

To contact the apartment manager on call after 5 p.m. about an apartment concern, call 509-201-6112.

The apartment complex coordinator and apartment managers can be reached at the following locations:

Apartment Coordinator	509-963-2327	Residence Life
Anderson	509-963-7111	Anderson B Stack
Brooklane Village	509-963-7041	BLV I7
Getz-Short	509-963-7721	GS D5
Student Village	509-963-8603	SV MPR (Westside)
Wahle	509-963-9040	WA 1

SPECIAL REQUESTS

All special request letters and suggestions for improvements in the apartments should be addressed to Housing and Residence Life, and sent through your CWU email account. Residents can send those requests and suggestions to housing@cwu.edu or call Housing Services at 509-963-1831. The address is Central Washington University, 400 E University Way, Ellensburg, WA 98926-7513. Residents can also email housing@cwu.edu or call 509-963-1831.

APARTMENT ASSIGNMENT

ELIGIBILITY

- 1) To be eligible for a university apartment at Central Washington University, a lessee must be a student maintaining at least seven-credit hours or five-credit hours for graduate students (unless an exception is approved in writing by Housing and Residence Life. However, applications for apartment housing will be accepted from students who plan to attend classes during the dates indicated on their application but who have not yet been officially accepted for admission. Students must provide proof of academic acceptance to Central Washington University prior to taking occupancy.
- 2) Students are encouraged to be working toward an academic degree. Students with more than 220 undergraduate credits without a degree will not be eligible to remain in a university apartment without permission from Housing and Residence Life. Requests for an extension must be in writing, and residents must inform the Director of Housing Services or designee of an academic plan.
- 3) Apartments are rented to students who have completed one academic year of college post high school, are 20 years of age or older, and students with families. All students are required to be enrolled as a CWU student with seven or more credit hours per quarter. Student families are defined as a student and spouse and/or student with children who are declared legal dependents. Only members of the immediate family unit may reside in the apartment with the registered student. Non-immediate family relatives may not reside in the apartment without prior written approval from Housing and Residence Life or their designee unless the individual is also a student at CWU.
- 4) The standard occupancy in an apartment is: Small Studio - one person; one bedroom - one person; two bedroom - two persons; and three bedroom - three persons. One person may be added to each type of apartment listed above for an additional \$100

per month for utility consumption and normal wear and tear (Applies only to Brooklane and Getz-Short residents).

- 5) Summer Policy: Leaseholders not enrolled for summer session may enjoy the summer in university-owned apartments as long as they are pre-enrolled as full-time students for the following fall quarter. Undergraduate students need to be enrolled in 7 credits and graduate students need to be enrolled in 5 credits. All applicable lease and rental conditions apply.
- 6) When a lessee no longer meets ELIGIBILITY requirements to live in a university apartment, they must give proper written notice to vacate and move out within 90 days. NOTE: If the vacating lessee does not move as indicated in the notice, they may be held responsible for any or all temporary housing costs for a new resident until the new resident moves into the apartment. Any requests for exceptions to this policy should be made in writing, in accordance with WAC 106-124-011, "Financial Obligations of Students - Appeal Procedure."

REFUSAL OF AN APPLICATION

CWU reserves the right to refuse an application for apartment living from a former resident of either the university residence halls or apartments when any of the following conditions apply:

- 1) The eviction process has been formally initiated for a violation of a provision of the apartment lease or residence hall contract.
- 2) Past university disciplinary action or criminal action has demonstrated that the applicant does not respect the terms of the lease or guide.
- 3) There is unpaid rent/damage/etc. from a previous tenancy.
- 4) There has been falsification of an application or other documents related to the apartment lease by the lessee (applicant), spouse of lessee, or roommate(s).

ASSIGNMENT PROCEDURE

- 1) Apartment assignments are offered based off of the application date, availability of appropriate apartment (according to family size and ages of children), and waiting-list placement. The applicant will be contacted by telephone or e-mail.
- 2) Rent charges begin on the day of your lease signing.
- 3) A damage deposit for an apartment is \$200. Upon vacating, the deposit will be credited to the student's account. Any damages, cleaning, and outstanding charges will be applied to the student's account.
- 4) The apartment lease is based on a month-to-month rental agreement with a 6 month minimum occupancy. Rental payments are due the first business day of each month. A \$50 late charge may be assessed for delinquent payment on the 10th of the month or first business day following the 10th. When a resident moves in during the month, rent is pro-rated to the date of occupancy, and full rent for the following month is due on the first day of the following month.
- 5) The lessee is responsible for making sure all names of legal dependents or roommates appear on the lease agreement. When a dependent or roommate leaves and/or a dependent or roommate is added, a new lease must be signed and all damages to date must be cleared. Changes in family status must be immediately reported in writing to Housing and Residence Life.
- 6) If an apartment is offered and the applicant does not wish to take that apartment because of the timeframe or other circumstances,

the next person on the waiting list will be contacted. If requested, an applicant may remain on the waiting list and will be notified when another apartment is available. After the student has received two offers of an apartment, their name is removed from all wait lists, their contract is canceled and their deposit will be returned.

- 7) When transferring from the CWU residence halls to the CWU apartments, students must follow all the steps of checking out (see the Residence Hall Handbook). Charges will continue to be billed to the student account until the student has checked out properly. One hundred dollars per each quarter will not be refunded from the dining debit dollars. This money will remain on the student's Connection Card and can be used in the dining halls at anytime before the end of the spring quarter.
- 8) If a student cancels after accepting an apartment assignment, there is a \$200 cancellation fee.

CHECK-IN PROCEDURE

Upon moving in, the resident will be issued keys by the apartment manager. The resident will make a thorough inventory/inspection of the apartment with an apartment manager noting any problems (i.e. scratches on floors, damaged furniture or appliances, missing screens, etc.) on the provided inventory form.

WHEN A ROOMMATE MOVES OUT

- 1) When one person moves out of an apartment, the remaining roommate(s) will be responsible for the entire rent payment. The rent will be divided equally among the remaining residents. If only one person is remaining, they will be responsible for the entire amount of the rent payment on a daily pro-rated basis.
- 2) It is the responsibility of the person moving out to inform the other roommate(s) of their departure. The people staying will have 90 days from the vacate notice date to find additional roommates and have them sign a contract with Housing and Residence Life before rent increases. The 90 days starts the same day the vacating notice is received at Housing and Residence Life. Housing and Residence Life will not assign roommates to apartments and assumes no responsibility in one's roommate selection process. New roommates must meet the eligibility requirements listed above but do not have to go through the waiting list process. To assist residents, there is a discussion forum that can be accessed through the students MyCWU.

MOVING TO ANOTHER APARTMENT

Moving to another apartment will not be allowed under normal circumstances because of additional administration, maintenance, and cleaning costs. To be eligible to be on the wait list to move to another apartment, you are required to live in your current apartment for six consecutive months. If your status changes, your family size increases, or you feel you have a special reason to request a transfer, submit a written request to Housing and Residence Life at Button Hall.

PAYMENTS

- 1) All payments for rent, deposits, or fees must be made through the Cashiers Office located on the first floor of Boullion Hall or through your student account in mycwu.edu. All charges will be noted on the student account and failure to pay will result in a financial hold placed on the account. This will prevent the student from registering for classes and receiving transcript information and/or their diploma. Payments cannot be made to apartment managers or Button Hall staff.

- 2) Financial aid can be applied to rent. Financial aid awards are given on a quarterly basis, but rent is charged on a monthly basis. Financial aid awards will be applied to only the current month and any money above that will be issued to the student in a check form. The student can request financial aid to pay for all of the months in the quarter by completing a Rent Applied from Financial Aid application from the students MyHousing portal. This option is available in fall, winter, and spring quarter.
- 3) Rent is posted to the students account by the 25th of the month and is due by the first of the month. If payment is not made by the 10th, a late charge of \$50 will be assessed.
- 4) If payment is not made by the 25th, the eviction process will be started, and the resident will be assessed an additional \$50 administration fee. Delinquent accounts that are consistently paid late could result in the cancellation of the lease agreement and assessment of appropriate fees.

CHECK-OUT PROCEDURES

Residents must give at least 90 days notice in advance of the move-out date. In order to end your lease, you must go to your MyHousing portal and select the 90 day vacate icon. Residents are responsible to inform their roommates of their vacating notice date. When a resident submits a Notice-to-Vacate through their MyHousing, the move-out date is then used by Housing and Residence Life to assign that apartment to the next resident on the waiting list. If the resident vacates before the date given, they will be liable for rent to the date given on the Notice-to-Vacate form unless a new resident assumes the unit. If the resident vacates after the date given, they are liable for the 90-day period following the actual move-out date or until a new resident assumes the unit. The resident may also be liable for costs associated with providing temporary housing for the next resident.

There is a \$200 cancellation fee when a resident vacates an apartment prior to completing six months residency unless officially withdrawing from the university.

Residents need to schedule a check-out appointment with the apartment manager at least three days before the move-out date. Students are responsible for the rent until a check-out is complete and the keys are returned. Prior to the check-out appointment, empty the apartment of all personal belongings and thoroughly clean the unit. As you clean, use the following guidelines.

Examples for which charges are usually assessed at check-out time:

- Damage beyond normal wear and tear (can be caused by decorating)
- Labor costs that result from cleaning apartments that are not cleaned sufficiently when resident vacates
- Large or excessive nail holes
- Burns or burn holes of any kind
- Scarred and/or broken furniture
- Excessive damage to walls, wood, doors, etc.
- Cost of any repair or replacement resulting from damage
- Removal and/or storage of discarded furniture

If a resident has arranged for extra or special services, it is their responsibly to cancel those services before vacating.

The resident needs to file a change of address with the U.S. Postal Service.

Return all keys directly to the apartment manager at check-out time. Do not turn in keys to a box or leave unattended in the

vacated apartment. If the keys are not returned at that time, the apartment will be re-keyed at the resident's expense.

Residents who check out improperly could forfeit some or all of their damage deposit and be assessed a \$50 charge. If the resident schedules a check-out time with the apartment manager and is unprepared at the scheduled time, he/she will be charged \$50 for an improper check out. If the resident is not present for the check-out, the findings of Housing and Residence Life will prevail.

CLEANING PROCEDURES

- Clean oven, including broiler pan, racks, burners, underneath burners, and rings around burners. Pull the stove away from the wall or counter and be sure the sides and back of the stove are clean, as well as the floor underneath. Clean the vent, hood, broiler pan, and bottom drawer of the stove. For apartments with self-cleaning or continuous-cleaning ovens, do not use an aerosol oven cleaner because it will damage the oven, and you will be charged for the repair and/or replacement cost. Please use the self-cleaning setting on the oven.
- Clean the outside and inside of all kitchen cabinets, shelves, and drawers, taking care to remove accumulated food particles.
- Defrost refrigerator/freezer (if applicable), and clean the inside, top, and sides of the appliance. Pull the refrigerator away from the wall or counter, and clean the floor underneath. Be sure that all original shelves and trays are cleaned and replaced in the refrigerator. Remove excess water, and leave the refrigerator on a low setting. Do not unplug the refrigerator.
- Do not use any sharp instruments such as forks, kitchen knives, or screwdrivers to defrost the freezer compartment. Damage caused to the appliance, by using sharp instruments to defrost, will be charged to the resident. Setting pans of hot water in the freezer compartment for short periods of time will speed up the defrosting process.
- Clean the kitchen sink thoroughly. Do not use a steel wool pad. A liquid cleaner such as 409 or Soft Scrub is recommended. Be sure the area under the sink is cleaned.
- Clean all walls and woodwork. Clean smudges, food particles, and fingerprints off walls, woodwork, doors, light switches, wall plugs, window ledges, and doorjamb.
- Clean surfaces of chairs, tables, desks, chests, etc., and clean inside of drawers, desks, and chests.
- Clean inside and outside of light fixtures. Remove insects and dust in globes. All light bulbs must be in working order.
- Thoroughly clean the bathroom, including tub, toilet, basin, and medicine cabinet, as well as the area under the sink and around the toilet. Remove soap build up from the shower walls, soap dishes, and around sink and shower faucets. Do not use an abrasive-type cleaner (scouring powder such as Comet or Ajax) on fiberglass tub units because it removes the gel coating surface. Use a liquid cleaning product such as 409 or Soft Scrub.
- Clean inside and outside of windows in all rooms (if accessible) including window ledges and tracks. This does not include the outside windows of upstairs rooms.
- Clean cobwebs from around outside of doors and windows. Wash interior and exterior of the front door. Be sure to pick up litter around the outside of the apartment and re-check the apartment and outside storage closet for personal belongings.
- Mop and rinse all uncarpeted floors, but please do not wax the floors.

- Do not wash the drapes. Housing and Residence Life allows three hours of cleaning time, at no charge, in each apartment to wash the drapes and wax the floors. Additional cleaning time is charged at \$45 per hour to the lessee.

CHECK-OUT POLICIES FOR OCCUPIED APARTMENTS

POLICY: A vacating resident's bedroom(s) and the apartment's common areas must meet Housing and Residence Life standards as described below. In addition, the apartment must pass a staff inspection for damages and cleanliness prior to the new resident's ability to check into the apartment.

All residents, vacating or remaining, are responsible for cleaning and maintaining the apartment's common areas at a level that meets health and safety standards. Common areas include the kitchen, living room, bathroom, hallways, and entryway.

PROCEDURE: When residents properly check out with the apartment manager, an inspection will be conducted by the apartment manager to ensure that the bedroom(s) and the common areas are clean, safe, and in working condition before new residents will be allowed to check into the apartment.

The apartment manager may determine that due to excessive damage or below-standard cleanliness, the apartment is unfit for a new resident(s) to move in and that the apartment requires further inspection by a Housing and Residence Life official. The remaining resident(s) will have five business days from the date of the vacating resident's check-out date to take corrective action. The check-in date scheduled will be on hold until the apartment meets Housing and Residence Life approval. The new resident(s) moving in will be informed by a Housing and Residence Life official if their check-in date is changed.

A Housing and Residence Life official will re-inspect the apartment, and if the common areas or vacant bedroom(s) remains unfit for another resident to occupy, the Housing and Residence Life official will determine a course of action and/or consequences as described below. Throughout the inspection process, Housing and Residence Life officials will communicate with the remaining resident by phone or in writing via mail, e-mail, or a note left in the apartment.

NEW RESIDENT CHECK-IN PROCESS:

- 1) Common areas and vacant bedroom(s) meet Housing and Residence Life standards as described below.
- 2) New resident has contacted Housing and Residence Life to complete a Housing Contract.
- 3) New resident has scheduled a check-in appointment with the apartment manager.

FAILURE TO COMPLY: If residents refuse to clean and maintain the common areas to the satisfaction of Housing and Residence Life staff, they will be subject to the following consequences:

Vacating Resident

- Any damages to the vacating residence room or common area will be placed on the vacating student's account.
- A vacating resident may be referred to a university conduct officer for failure to comply with Housing and Residence Life policies.
- If the remaining resident(s) is required to move because the apartment does not meet health and safety standards, all costs associated with that move may be divided among all of the vacating and remaining resident(s).

Remaining Resident(s)

- Remaining resident(s) may be billed for common area damages and/or lack of cleanliness. Charges may be divided among all of the vacating and remaining residents.
- In addition, the remaining resident(s) will be responsible for the entire rental payment, beginning on the date the vacating resident(s) properly checked out through the date that the common areas meet Housing and Residence Life standards. When the new resident(s) has been given approval to complete the check-in process, rent will be divided among all of the residents occupying the apartment effective on the new resident's contract date.
- If health issues, safety issues, and/or damages are extensive, the remaining resident(s) may be required to either move to another apartment or be evicted from Housing and Residence Life. The costs incurred for a move to another apartment or residence hall may be the responsibility of the remaining and/or vacating resident(s).
- The remaining resident(s) will also be referred to a university conduct officer for failure to comply with Housing and Residence Life policies.

STANDARDS REQUIRED FOR APARTMENT COMMON AREAS

Kitchen:

- Stove - Free of excessive grime inside oven, in burner drip pans, under range top, and on exhaust fan grill.
- Refrigerator/Freezer - Free of damage and mold or grime that could pose health and/or safety violations. All shelves/drawers in place and in working order and ice cube trays in good condition.
- Cupboards - All shelves must be in place and free of damage. Cabinet beneath the sink will be visually inspected for plumbing leaks.

Living Room:

- Floors - Carpet and linoleum must be free of damage and/or excessive dirt or grime.

Bathroom:

- Sink, Toilet, and Bathtub - Free of excessive mold/grime.

Hallways:

- Walls - Free of excessive damage (no self-repairs allowed).
- Floor - Carpet and linoleum must be free of damage and/or excessive dirt or grime.
- Cupboards/Closets - All shelves must be in place and free of damage.

Entryway:

- Door - Screen and/or entrance doors must be present, free from damage, and in good working order.
- Landing - Free of personal belongings and/or trash that could pose health/safety or fire hazards.

Bedrooms:

- The vacating resident(s) is responsible for the cleanliness and upkeep of the bedroom they occupied. Housing and Residence Life staff will conduct a cursory, visual check of the remaining, occupied bedroom(s) to verify that the carpet, walls, and closet doors have been maintained to the satisfaction of Housing and Residence Life staff. No dresser drawers or other personal belongings will be inspected in the remaining, occupied bedrooms.

APPEALS

A student may appeal move-out charges in writing to the director of housing facilities or their designee. Appeals requested more than 10 days after the Room Condition Report has been processed will

not be heard.

LEASE TERMINATION

By the University

The university may be forced to terminate a resident's lease and occupancy under any one or more of the following conditions:

- Failure to pay rent
- Failure of lessee or any roommate to maintain resident eligibility
- Failure by lessee or any roommate to abide by rules and regulations in the lease agreement and apartment handbook
- Failure by lessee or roommate to abide by university rules and regulations
- Lessee or roommate disturbs or fails to get along with other residents
- Falsification of application or other documents related to lease agreement
- Lessee is found to be subletting their apartment and or allowing guests to stay 5 nights a month or longer.

By the Lessee

As a lessee, you may terminate a lease for any reason by giving 90 days notice via your MyHousing portal. For your convenience, the apartment Notice-to-Vacate is located on your MyHousing portal. If you terminate your lease and wish to return to university-owned apartments, you must submit a new apartment application and \$200 deposit.

APARTMENT CONTRACT

Rent for partial months will be pro-rated based on a daily rate for the days you have possession of the apartment. Your monthly rent will be equally divided by the number of occupants in the unit. One extra occupant may be added to the standard occupancy for a surcharge of \$100 to the base monthly rent. Standard occupancy is 1 person for studio style and 1 bedroom units, 2 people for a 2 bedroom units and 3 people for a 3 bedroom units.

Should actual availability of the unit change after you have signed the contract, appropriate adjustments will be made in the following month's rent.

INSTRUCTIONS:

This contract is contingent upon the applicant's academic admission to Central Washington University. Hereafter, you the applicant and future student, will be referred to as the "Student," and Central Washington University will be referred to as the "University."

1. Term of Agreement

- a. The term of this contract shall be indefinite, month-to-month for as long as the Student wishes to remain, fulfill the terms of the contract and remains eligible for University Housing. The Student remains eligible as long as she/he remains enrolled as a full-time Student with a minimum academic load of seven (7) credit hours each quarter at University. Summer Session and correspondence courses are excluded. Summer occupancy is contingent on registration for the following fall regular session as a full-time Student. [A Student may take over responsibility for an apartment by signing a new contract, if she/he has been a roommate for (1) full academic quarter (not including summer), has an apartment application on file and is a registered Student.] All exceptions to eligibility requirements must be appealed and approved in writing to the Director of Housing.
- b. If transferring from a CWU Residence Hall, the "term"

remains that specified in the Residence Hall Contract. All other conditions above remain in effect.

- c. Residents checking in an occupied apartment assume responsibility for the current condition of the apartment.

2. Rent Payment/Deposit

- a. Rent is due and payable on the FIRST OF EACH MONTH at the Cashier's Office. Rent for a partial month of occupancy will be prorated by the number of days in the month's rent for every day of occupancy. Late payments are subject to a \$50 late charge. The University has a policy of applying all payments to the oldest outstanding charge on the Student's account. Should the Student make a "rent" payment when there are older outstanding bills on their account, the payment will be applied to these older charges, and the rent will remain "unpaid". If an additional payment is not made to bring the account up-to-date prior to the rent due date, the Student will be assessed a 1 percent late fee 30 days after due date.

3. Loss and Damage of Property: The University will not be responsible for the loss of any Student property due to theft, vandalism, fire, earthquake, or any other act NOT caused by the direct and sole negligence of the University. Students are strongly encouraged to purchase property insurance from their personal insurance company.

4. Rate Increase: The rate for the academic years as listed in this contract may be increased by no more than five percent within the fiscal year for emergency purposes by directive authorized by the University's Board of Trustees. All other rent increases will coincide with the academic calendar, be approved in the normal budget process, and go into effect on July 1. Should a Student have a lapse in full-time Student status, rent will be increased to the non-Student rate effective the first of the month following the lapse in the Student status.

5. University Entry: The University reserves the right to have authorized personnel enter any unit for the purpose of inspection, repairs and/or other official business.

6. Assignment: The University reserves the right to reassign individuals to a different unit at any time in the event such reassignment is deemed necessary by the University.

7. Pets: Students are NOT permitted to house cats, dogs or any other animals, with the exception of aquarium-bound fish. Residents with illegal pets are subject to eviction and a \$500 fine.

8. Firearms Policy (WAC 106-124-700): no person shall have in possession any gun, pistol, firearm, explosive, dangerous chemical or other dangerous weapon or instrument on University-owned or leased property. Violators of this law shall be subject to appropriate disciplinary or legal action including possible termination of the violator's housing contract or lease. Exceptions to the firearms policy are noted in WAC 106-124-700.

9. Unlawful Practices: The Student agrees not to permit anything to be done upon University property that is contrary to any law of the State of Washington or the City of Ellensburg.

10. Reassignment Space: The premises are to be used solely for residential purposes of those assigned by the University. Those assigned to the premises by the University may not assign or sublet the whole or any part of the premises or this contract, and may not allow others to reside in the premises on an extended and/or permanent basis without the express written permission of the University. Failure to comply will result in a \$500 fine and is deemed a breach, which may result in

termination of the contract. Co-ed living in single student space is prohibited.

11. Alterations: Students must secure written permission from the University before altering any portion of the apartment or University-owned equipment or furnishings. University-owned furniture or appliances may not be removed from the assigned unit without written permission.
12. Services Provided: The University shall furnish electricity, heat, water, sewer, and refuse services. The University shall have the right to temporarily interrupt such utilities or services when necessary because of accident, emergency, repairs, alterations, or improvements, which, in the judgment of the University, are deemed necessary or desirable. No reduction or waiver of rent or other compensations may be claimed by the Student, nor shall this contract or any of the obligations of the Student be affected or reduced by such interruption.
13. Departure Agreement: The Student agrees that at the end of the term for this lease, the unit will be vacated in good condition, excepting reasonable wear and tear as determined by the University. Upon termination, all personal belongings of the Student will be removed from the premises. It is agreed that in the event the personal belongings are not removed, they will be presumed abandoned and will become the property of the University, and will be disposed of accordingly. Removal of abandoned property will be subject to a fee determined during the inspection process.
14. Student Maintenance: The Student agrees to keep the residence, including the sidewalks and stairways adjacent to, in a clean and sanitary condition, and to comply with the laws and ordinances relating to sanitary conditions. The Student agrees, at the Student's own expense, to keep all drainage pipes free and open, and to protect water, heating and all other pipes, so they will not freeze or become clogged.
15. Waste and Injury to Premise: The Student agrees not to commit or permit waste, damage, or injury to the property or appurtenances, and to keep the ground upon which the property is situated in good order, and not to let or permit any rubbish to be deposited or accumulated. At the request of the University, the Student shall be required to remove at their sole expense, anything in or about the premises, which is determined by the University to create an unacceptable hazard to person or property.
16. Waiver of Breaches: The failure of the University to exercise any right or remedy available to the University as a result of the Student's breach of any of the terms, covenants or conditions of this contract shall not be deemed to be a waiver by the University of any such rights or remedies. NO terms or conditions of this contract required to be performed by the Student and no breach thereof shall be waived, altered or modified except upon express written permission of the University. The receipt of payment by the University, with the knowledge of the breach of any terms, covenants or conditions of this contract, shall not be deemed a waiver of such breach.
17. Cumulative Remedies: The specified remedies used by the University under the terms of this contract are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the University may be lawfully entitled in case of any breach or threatened breach by the Student of any provision of this contract.
18. Student Damage: Each Student is personally responsible and liable for the cost of cleaning, replacement or repair to the structure in which they are housed and all damages to (except for reasonable wear and tear as determined by the University) or losses of any University property furnished under this contract. See Apartment Guide. Tenants checking into an apartment assume responsibility for the current condition of the apartment.
19. Expulsion or Salary Deduction: Failure to satisfy any financial obligations incurred in accordance with the terms and conditions of this contract may (together with all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due) result in action by the University to withhold admission to or registration with the University, the conferring of degrees and issuance of transcripts and/or grade reports, pursuant to WAC 106-124-010 and WAC 1060124-011, and in the case of employees of the University, the deduction of such financial obligation from wages pursuant to the salary deduction policy of the University.
20. Termination of Contract: The Student may terminate this lease by submitting a 90-day vacate intent on their MyHousing portal. Likewise, this lease may be terminated by the University upon providing a written 14-day prior notice by mail, in person, or other delivery. Once the notice of termination has been given, failure to leave as indicated makes the student subject to all costs associated with the delay. This includes but is not limited to costs for eviction and costs to provide temporary housing for the next resident assigned to the unit in question. Extenuating circumstances: If termination of the contract is sought at any time because of extenuating circumstances, the Student must request in writing to be released from the lease agreement and, at the University's sole discretion, may be held responsible for rent to the end of the lease term.
21. Showing of Unit: The University shall have the right to show the unit to successor residents during regular business hours and with advance notice anytime after notice of intention to vacate has been given.
22. Other Terms: The Student hereby acknowledges that these premises are a portion of a housing project being operated by the University and it is agreed that any and all existing or future regulations of the University that are applicable to this housing project in general shall be binding upon the Student and that Student will comply with the terms thereof, including, but not limited to the policies established in the University's "Apartment Guide" which is hereby incorporated by reference and made part of this contract.
23. Appeals: Students may appeal all damage charges and late fees if they do so within 10 working days of the billing for these charges and fees. To appeal, simply state your objections in writing through your CWU email account. Appeals are first heard by an appeals officer and, if further appeal is desirable, through an Executive Director. Decisions of the Executive Director are final. Damages and fees assessed are due and payable immediately.
24. Discrimination: Central Washington University is an AA/EEO/Title IX Institution. CWU's policies and practices affirm and actively promote the rights of all individuals to equal opportunity in education and employment without regard to their race, color, religion, creed, national origin, sex, sexual orientation, age, marital status, disability, or status as disabled or Vietnam-era veterans. Central Washington University complies with all applicable federal, state, and local laws, regulations and executive orders. Direct related inquiries to the Office of Affirmative Action, Ellensburg, WA

98926-7497; Telephone 509-963-2205; or TDD 509-962-2207. Persons of disability may request this material in alternative format or make arrangements for reasonable accommodations by calling University Housing at 509-963-183

25. CWU Staff Only: The term of this Agreement for the Lessee shall not exceed one (1) calendar year from the beginning date of this Lease and Rental Agreement, or the initial Lease and Rental Agreement in the event this is a subsequent lease agreement. During the term of the lease, the Lessee shall be a full-time employee of Central Washington University. The Lessee must have a contract with Central Washington University as a member of the faculty, as holding an administrative exempt position or occupying a classified staff position for the calendar year. In the event the Lessee fails to meet the requirements of employment by Central Washington University, the Lessee must vacate the premises by giving a 30 day notice.

APARTMENT GENERAL INFORMATION

CHILD ABUSE/DOMESTIC VIOLENCE

Residents are encouraged to notify Police Services and the proper local and state authorities in cases of child abuse and domestic violence. Housing and Residence Life, along with Police Services, will investigate cases of perceived child abuse, neglect, or domestic violence. When necessary, cases will be referred to proper local and state agencies.

CHILDREN

It is the parent's responsibility to guide, direct, watch, and discipline their own children. If problems arise with children in the apartment complex, please talk directly with the parent(s). If disputes or problems continue, please contact the apartment manager or apartment complex coordinator.

The resident is responsible for the actions of children who occupy their apartment. Children must be properly supervised at all times. Neglect of parental responsibility may result in eviction. The resident shall be financially responsible for the actions of the children. Improper conduct of a child could result in cancellation of the lease agreement.

STUDENTS WITH DEPENDANTS

Students with dependants are defined as a student and spouse and/or student with children who are declared legal dependents.

1. Students with dependants are no different from any other students in that their primary goal is to succeed in their studies. Their challenge is having additional responsibilities of caring for children and finding time to balance all this with their studies. Noise that wakes up children or distracts from limited study time tends to be the greatest problem. Walls are thin and even several guests talking late or a moderate level of music can wake a sleeping baby. Single students may experience noise of children playing during the day. However, it is expected that the noise quiets around 8 p.m. when many children are going to bed.
2. Behavior that is disruptive will not be tolerated. Families and individuals are expected to work out their differences as outlined in our Responsible Freedom expectation. Any differences that cannot be settled or continued disruptive behavior will be handled by a conduct meeting with the apartment complex coordinator.
3. Apartment residents need to make their guests aware of the apartment policies. Visitors can be a concern for a number of reasons. Some common complaints about visitors are:

- Speeding
- Drivers of vehicles not being careful around children playing or riding their bikes in the parking lots
- Car horns sounding when pulling up to pick up residents or loud car stereos
- Cigarette butts being flicked on the grounds in community areas or where toddlers play
- Consuming alcohol or cannabis products outside or in public areas
- Swearing in the presence of children
- Disturbing noise late in the evening

4. Students are encouraged to introduce themselves to their neighbors. Inquire about quiet times and work at building respect in the complex. Many great and lasting friendships have started this way.

INSURANCE, PERSONAL DAMAGES, AND/OR LOSS LIABILITIES

The university encourages residents to carry renter's insurance. The university is not liable for theft or damage to personal property and does not assume any liability for personal injury resulting from earthquakes, explosion, fire, or mechanical failure of the water, gas, or electrical systems, water damage, or for negligence by occupants of the buildings. For protection from possible losses or personal injury, the resident should carry renter's insurance. Renter's insurance for personal property may be purchased privately or through a vendor contracted by Housing and Residence Life. Personal possessions should also be marked and engraved with names and student identification numbers. Liability insurance may be purchased at most local insurance companies.

MAILBOXES

Mailboxes are for use by registered and approved residents only. The post office delivers mail once daily, Monday through Friday, excluding holidays. Mail is distributed more efficiently when properly addressed. The following are the approved addresses for the university apartment complexes:

Anderson	1301 N. Chestnut St. #	Ellensburg, WA 98926
Brooklane Village	1900 N. Brooklane St. # ____	Ellensburg, WA 98926-2270
Getz-Short	702 N. Ruby St. # ____	Ellensburg, WA 98926-2981
Student Village	1501 N. Alder St. # ____	Ellensburg, WA 98926-2673
Wahle	1601 N. Walnut St. # ____	Ellensburg, WA 98926-2559

Remember, before vacating, submit a change-of-address form to the United States Postal Service.

UNIVERSITY POLICE SERVICES

University Police and Public Safety is responsible for reporting crime statistics in compliance with the "Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act." Central's annual security report is available at cwu.edu/police. It contains information regarding crime prevention programs, the law enforcement authority of the University Police, policies concerning the reporting of crime, crime statistics for the most recent three year period, and other information about security that is required by law. A paper copy of the information is also available upon request by writing to: Central Washington University Police, 400 E University Way, Ellensburg, WA 98926-7527.

APARTMENT GROUNDS, MAINTENANCE, AND SAFETY

AIR CONDITIONING UNITS

Resident(s) living in university-owned apartments may purchase a portable free-standing air conditioning unit for their apartment, provided the unit meets the specifications required by the university and is approved by Housing and Residence Life. Housing and Residence Life has a list of those specifications for your review. University maintenance staff must professionally install all air-conditioning units and a \$100 installation fee will be assessed to the student's account. There is also a \$60 flat rate charged per year for utilities (no partial years). Only one air conditioning unit is allowed in each apartment and no air conditioning units can be installed in bedroom windows.

If a resident moves to a different apartment, an additional installation fee will be imposed when the student requests to move the air conditioner. All students in the apartment must complete an air conditioning request form with Housing and Residence Life before being approved. The installation and utility fees will be charged to the student's account. Housing and Residence Life reserves the right to deny installation of units that are considered unsafe. Residents should not purchase units that do not meet the required specifications. Call Housing and Residence Life at 509-963-1831 to make an appointment for installation.

ASBESTOS INFORMATION

Textured ceilings contain a small amount of asbestos material. The ceiling materials have been thoroughly and effectively encapsulated by application of paint. If it is disturbed (scratched or gouged) the fibers can be released and may become hazardous. It is important that you do not damage or disturb the ceiling. Failure to adhere to this policy could result in lease termination.

ANTENNAS

Outside antennae, cable, aerals, or satellite dishes are not allowed without the expressed written permission of Housing Services.

CHARGES AND FINES (examples of some fines assessed)

Carpet damage	Cost to repair
General resident damage	Cost to repair
Failure to leave apartment adequately clean	\$45 per hour
Damage caused by freezing due to heat being shut off or turned down during the winter	Cost to repair
Moving non-portable furniture	\$50 or all costs
Tampering with fire alarms, smoke detectors, fire extinguishers, or evacuation/exit signs	\$100 or all costs
Failure to utilize proper check-out procedure	\$50

COLD WEATHER PROCEDURE

When outside temperatures are 30 degrees Fahrenheit or lower, set the heat at a comfortable temperature and open the bathroom and kitchen sink cabinets. During severe cold weather (below five degrees) allow the cold-water faucet to drip slightly throughout the day and night. If you plan to be gone during the winter months, leave your heat at a comfortable setting (65 to 70 degrees Fahrenheit) and leave the cupboard doors, beneath the kitchen and bathroom sinks, open to allow sufficient warm-air circulation. The cost to repair frozen pipes is the resident's responsibility.

COMMUNITY CENTER/MULTI PURPOSE ROOM

The Brooklane Village Community Center (BLV #1-7) and the Student Village multi-purpose room are available for use on a reservation basis with the apartment complex coordinator. This resource is available free of charge! The space is great for birthday parties, study groups, club meetings, and movie nights. No over-

night use is available. Residents are responsible for the condition of the Community Center after use. No alcohol consumption is allowed in this space. All university policies are enforced when using this facility.

ENERGY CONSERVATION

- Control the level of electrical heat. Do not increase the heat and then open windows!
- Do not leave windows open in units with steam or hot-water heat; the units may freeze. Repair costs are high and will be billed to the lessee.
- Keep unnecessary lights turned off.
- Use the suggested size light bulb or smaller (60 watts or less).
- Turn off the television and other appliances when not in use.
- Do not use the oven as a space heater.
- Conserve hot-water use. The hot water tank temperature is preset at 120 degrees Fahrenheit.
- Keep all heating units free of dust and debris to keep them operating effectively and economically.

ENTRY OF APARTMENTS BY UNIVERSITY

The university reserves the right to have authorized personnel enter any unit for the purpose of inspection, repairs, and/or other official business. This includes, but is not limited to, the following:

- Suspicion of harm to self or others
- Maintenance, custodial inspections, fire life safety inspections, or emergencies (occupants will be informed that facilities maintenance staff has been present)
- Routine or requested maintenance by resident or Housing and Residence Life staff (occupants will be informed that facilities maintenance staff has been present)
- Search or arrest warrants (University Police only)
- Protection of life, property, or evidence of a crime (University Police only)
- Persistent noise coming from an apartment when occupants are not present

If an authorized person enters an apartment when the resident is not present, a written note will be left indicating who entered the apartment, when he/she entered, and the reason for entering.

Generally, staff will not enter an apartment to retrieve items for occupants who are not present or for other students who have left personal items in the apartment. Exceptions may be made, but staff will take precautions to protect themselves from possible liability and have the right to refuse such requests.

In addition, Housing and Residence Life shall have the right to show the unit to successor residents during regular business hours and with advance notice anytime after notice of intention to vacate has been given.

FIRE AND LIFE SAFETY

Housing and Residence Life has a commitment to fire and life safety issues. Inspections for fire safety equipment and a mandatory state inspection of the hot water heaters are done as state law and university policy requires.

A fire extinguisher is located in every apartment; learn where it is located. Never relocate the fire extinguisher. If the extinguisher is used to extinguish a fire, immediately notify Housing and Residence Life, and it will be replaced at no cost.

Tenants will need to inspect the fire extinguisher once a month making sure the pressure gage is in the green and then sign and date the tag. If the needle indicates that it is undercharged or

overcharged, call Housing Facilities for a replacement.

Barbecue grills and combustible materials such as propane, gasoline, kerosene, and items containing combustible materials (i.e. lanterns) are not permitted inside the apartment (including storage closets/units).

FIRE PROTECTION RESPONSIBILITIES

Adhere to all university fire protection and safety standards listed below:

- DO NOT keep highly flammable materials in the apartment.
- Keep all escape routes (entryways, hallways, or passageways) accessible.
- Do not use any appliances or electrical items that have frayed or damaged electrical wires.
- Keep all papers, boxes, cloth, electrical cords, and furniture at least four inches away from heaters.
- Do not burn candles.
- Do not smoke or vape in the apartment.

SMOKE ALARMS/DETECTORS

Tamper-proof smoke alarms are located on the ceiling/wall in every apartment; learn where they are located. When the alarm is set off, it will make a loud piercing sound. Tenants will need to test their smoke detectors once a month by pushing on the test button and holding it in until the device sounds. If the alarm beeps intermittently, the batteries need to be replaced. Please notify the apartment complex coordinator or apartment manager as soon as possible. Tampering with smoke detectors may result in disciplinary action, including a fine and/or eviction.

Excessive amounts of smoke from cooking or excessive amounts of steam from the bathroom may activate the smoke alarm. If this occurs, simply ventilate the apartment by opening the doors and windows and turning on the fan. The detector will automatically stop sounding when the smoke or steam is completely removed from the area. A tip is to keep the door shut and fan on while showering. Test the smoke alarm once a month by firmly depressing the button. Also, the smoke alarm has a special feature called FALSE ALARM CONTROL. Pushing the test/hush button reduces sensitivity for up to 15 minutes, minimizing nuisance alarms. Two chirps signal the end of hush mode and then the unit resets to its normal sensitivity. If your alarm is constantly chirping please call maintenance at 509-963-3000.

FIRE ALARM APPARATUS AND FIRE EQUIPMENT ARE FOR EMERGENCIES ONLY!

If a smoke detector is beeping, it is likely the battery needs to be replaced. Contact an apartment manager, Housing and Residence Life, or facilities maintenance if a smoke detector is emitting a beeping sound. If batteries are removed without replacement, the resident is liable for a \$100 fine.

PREPARATION IN CASE OF FIRE

Before a fire occurs, the resident and their family should prepare by taking the following steps:

- Know the location of your fire extinguisher and the location and route of escape. A smoke alarm can wake you, but only an escape plan can save you.
- Train family members to recognize the alarm signal and how to respond.

IN CASE OF FIRE

If a fire occurs, please follow the fire safety procedures outlined below.

- Keep your head low and move quickly to the nearest exit. Crawl if you can, so you do not breathe the smoke.
- Touch the door before opening it. Before touching the door handle, cover your hand for protection. Intense heat, deadly

smoke, or gas may be on the other side. If the door is not hot, cautiously open it a few inches to check for heat, smoke, or flames on the other side. Keep your head out of the way while first opening the door, and be ready to slam it shut if any heat or smoke rushes in.

- Do not waste time getting dressed, looking for keys, or gathering valuables. Leave the building immediately and stay out.
- Call the Fire Department (911) and report the location of the fire. Stay on the telephone until instructed to hang up. Alert other occupants of the building and the apartment complex coordinator or apartment manager if it is safe to do so.

GARBAGE

Residents are expected to dispose of their trash and recycling materials in provided containers in the proper areas. Do not leave garbage on stairwells, on porch or patio areas, or areas outside the apartment door. Garbage can attract pests and rodents as well as unpleasant smells for neighbors. Please help keep the areas clean and tidy. The dumping of oil, grease, anti-freeze, and paint in a dumpster or in the parking lots is strictly prohibited. Trash or recycling materials that are disposed of improperly and traceable to an apartment will result in a \$50 fine and the cost of cleaning and proper disposal. Large items such as carpets, old or broken furniture, and other large items should not be disposed of in the containers. Please contact Housing and Residence Life on how to dispose of these items. Further violations could result in cancellation of the lease agreement.

GARDEN PLOTS/FLOWER BEDS

Residents are encouraged to help beautify the apartment grounds by planting flowers and garden plots. Flowers need to be planted in specific areas so that they do not interfere with lawn mowing operations. In Brooklane Village, flower beds should not extend past the bottom step. Rocks are not to be used as a border because they cause damage to the lawn mowers and may present a physical hazard if thrown by a mower. The watering, weeding, and maintenance of flower beds are the responsibility of the resident. Please keep in mind that the university cannot be held responsible for these plants during routine grounds maintenance.

Community garden plots are available at Brooklane Village each year. Land behind J Court is plowed in early spring. Those wanting space may stake out an area in the field.

GENERAL CLEANLINESS AND SANITATION

The lease requires that residents:

- Maintain the premises, apartments, and its contents in a clean and orderly condition. For the health and safety of all residents, it is the responsibility of all residents to share in the proper care, cleaning, and use of community areas and facilities, including stairs, stairwells, and laundry rooms.
- Dispose of all garbage in the dumpsters provided near each building.
- Keep stairwells, landings, porches, and patios clean and free of clutter (toys, bikes, boxes, plants, garbage bags, etc.).

SANITATION AND CLEANLINESS

Any action or inaction that compromises the cleanliness of the apartment environment or that is considered unsafe or unhealthy is prohibited. Upon notification, students shall comply with all Housing and Residence Life requests pertaining to correction of health and safety violations in and around their assigned room, apartment or in community spaces within the apartment.

- Health Code: All residents shall comply with city, county, and state codes regarding health and safety.
- Improperly disposing of garbage: Students are responsible

for the disposal of personal garbage. Garbage and recycling must be properly sorted and taken to the designated receptacles in or near the apartment.

- Cleaning game: Skinning, cleaning, or butchering animals is strictly prohibited in the apartment or the immediate vicinity.
- This policy may also include, but is not limited to, pest control; tatoos and piecing; misuse of drinking fountains, sinks, showers, and toilets; failing to clean up after personal grooming; or not cleaning up after using community spaces within the apartment.

KEYS

Do not loan apartment or laundry room keys to a non-resident! Report lost keys immediately to the apartment complex coordinator or apartment manager. Entrance keys will not be issued to family members under 10 years of age. Only one entry key will be issued to each legal resident. Duplication of university keys by an outside vendor is strictly prohibited and could result in cancellation of the lease agreement and a re-key expense to the lessee. Residents are responsible for their own keys.

Only one laundry room key and one post office box key will be issued per apartment.

For the safety of the resident and the resident's belongings, lost keys should be reported to staff immediately! Stolen keys should be reported to Police Services.

KEY CHARGES

Room key replacement	\$65
Laundry room key replacement	\$35
Broken keys	\$10
(must have a piece to avoid entire lock change charge)	
Mailbox key replacement	\$10
Water keys (Brooklane Village)	\$50

LAUNDRY FACILITIES

Central Washington University provides centrally located laundry facilities for resident use only. The university is not responsible for unattended clothing or damages to clothing because of user error. All apartment laundry facilities can be accessed by the use of quarters or through the PayRange App on your mobile device. Non-residents using laundry facilities (and residents allowing them to do so) are subject to a \$25 fine. If a machine is not operating correctly, please put a sign on the machine stating it is out of order and notify the apartment manager. Children must be accompanied by their parents while in the laundry rooms. Maintenance requests and money lost requests must be made through Hainsworthlaundry.com. Residents should ensure these areas are cleaned after each use.

While cleanliness of the laundry areas is the responsibility of those residents who use the facilities, a laundry attendant assists by keeping the rooms clean and functioning. Information regarding contact of this individual will be posted in each apartment laundry area.

LAWN CARE

All toys, hoses, sprinklers, lawn furniture, and other items that may obstruct the lawn mower must be removed according to the mowing schedule. Failure to remove articles from the lawn area will result in a warehouse crew picking up the articles and a \$25 fine. The university is not responsible for lost or stolen articles or items damaged by mowers and/or weed-eaters. Mowing schedules are sent out every spring. In addition, these items need to be organized so as not to create difficulty in accessing apartments.

MAINTENANCE

If there is a maintenance problem, call Facilities Management at 509-963-3000. It is the resident's responsibility to immediately report apartment damages or deficiencies to either the apartment manager or facilities maintenance so that repairs can be made. All maintenance costs will be paid by the university unless the cause is found to be willful misuse or negligence. The response time will depend on the nature and severity of the problem, however, Facilities Management will respond to all problems in a timely manner. It is important to be very specific about the problem and the exact location when calling with a concern. Please help the university maintain and keep up the common areas of the apartment complexes by reporting breakage and damage to lighting, playground equipment, mail areas, and laundry facilities.

The 509-963-3000 phone number is in operation 24 hours a day. Please call during normal business hours (8 a.m. to 5 p.m., Monday through Friday) for routine problems. Please call anytime for emergencies. If a resident calls Public Safety and Police Services to report an emergency and facilities maintenance personnel are called, the resident will be charged for their time if it is not an emergency. The following definitions and situations will help as a guide.

The definition of EMERGENCY MAINTENANCE is:

- Something that could or will cause physical harm to resident(s).
- Something that could or will cause physical damage to property or structures.

Examples of EMERGENCY SITUATIONS that require maintenance personnel to be called are:

- Gas leaks
- No heat (outside temperature is below 50 degrees Fahrenheit)
- No electricity
- Water leaks or broken water lines
- Frozen water pipes
- Plugged sewer lines and/or toilets

Examples of NON-EMERGENCY SITUATIONS that do not require maintenance personnel to be called after normal business hours are:

- No hot water
- No heat when temperature is above 50 degrees Fahrenheit
- Removing objects from drains such as contact lenses, rings, etc.
- Plugged sinks or bathtubs
- Refrigerator not operating (residents should store items with neighbors)

Report all necessary repairs immediately to save yourself unnecessary repair charges. Minor problems can quickly become major ones with major repair costs to match. Please try to remedy minor problems such as clogged sinks and toilets yourself, but if the problem persists, call Facilities Management. All maintenance costs to university-owned apartments are eventually reflected in the rent.

If a resident's neglect or abuse causes damage, the resident is liable for repair/maintenance costs. If a window or screen in the apartment is broken, replacement costs will be billed to the resident.

Maintenance personnel usually are on a tight schedule and are unable to perform maintenance tasks that are not listed on the work order. If additional maintenance repairs are needed, call 509-963-3000 and request another work order.

If there are concerns about the timeliness or quality of the repairs, please call the apartment manager, the apartment complex

coordinator, or Housing and Residence Life at 509-963-1831.

MAINTENANCE PERSONNEL RESPONSE PROCEDURE

The university reserves the right to enter an apartment without notice during reasonable hours when necessary to provide maintenance, service, repairs, improvements, etc., or to make inspections when no one is home. A card will be left by the facilities maintenance or Housing and Residence Life staff stating when they were in the apartment and what was done. The times between 9 a.m. and 5 p.m. have been designated as reasonable maintenance times.

When responding to a maintenance request or need, staff are to:

- Knock on the front door of the apartment, wait 15 to 20 seconds, and knock again. If there is no answer at the door or no indication that someone is home, they are to use their master keys, open the door six or seven inches, and call out to see if anybody is home. If there is no answer, they are to proceed into the apartment and do the necessary work. No one will enter if a child is home alone.
- Clean up behind them after a job is completed.
- Report any breakage or damage beyond normal wear and tear for billing to the resident.

MODIFICATIONS

Residents are not permitted to modify either the inside or outside structure of their apartment or the apartment area without written permission from Housing and Residence Life. This includes but is not limited to: adding additional shelving, painting, wallpapering, installing screen doors, placing semi-permanent signs outside of the apartment, hanging laundry wire or string, installing antennas, satellite dishes, and modifying landscaping. Modifications made without permission could result in charges for repairs to restore the structure to its original form and/or eviction.

PEST PREVENTION

Pest concerns will be taken care of by Housing and Residence Life Pest Control. If it is determined that the resident is at fault because of poor housekeeping practices, the resident may be responsible for the cost of service. Since insects and rodents in an apartment can be unpleasant, the following suggestions are made.

- Purchase a trash can with a tight-fitting cover, and use plastic liners in trash cans.
- Do not leave dirty dishes or food on the countertops or sinks overnight.
- Store open-food containers (cereal boxes, etc.) in plastic containers with tightly fitting lids.
- Do not use contact paper in cabinets. Roaches feed on the sticky backing.
- Do not leave paper bags or newspapers sitting in your apartment. Pests nest in these areas.
- Keep floors clean and free of food crumbs.
- Buy a good bug spray and spray the area behind the stove and refrigerator. Spray the top and bottom edge of all hollow doors in the apartment. These doors have ventilation openings at the top and bottom and make cozy homes for pests. Spray under sinks, especially around pipes protruding from bathroom walls where hot water provides the moisture that insects enjoy. Also spray in closets that contain heating or plumbing pipes. Sprays are effective when used safely. (Note: Carefully read and follow label directions and use caution when applying sprays to avoid contact with skin or food. Avoid inhaling vapors in enclosed areas and closely follow directions for use around children.)
- Do not store damp rags or sponges in dark closets. Store all brooms and mops with the handle down.

- Do not allow grease to build up on the stove tops, fans and burners, or in the oven.
- Once every three months, move all major appliances, i.e. refrigerator and stove, and thoroughly wash the floor and wall behind them. Please be careful not to tear or damage the flooring. Use insect spray before replacing appliances.
- During the fall and winter months, mice may migrate inside. Setting mouse traps is a very effective way to solve this problem. Residents are responsible for buying and setting their own traps.

PLAY AREAS

A play area and equipment are provided in Brooklane Village. This equipment is unsupervised and the university assumes no responsibility for use of the facilities. Parents are required to supervise their children while in the play area. Climbing on or over fences is never allowed. Residents are responsible for reporting all safety hazards, damages, and needed repairs to Facilities Management at 509-963-3000. The playground located just north of the daycare playground is open and available to all Brooklane Village residents and their children.

RECYCLING

Recycling bins for cardboard, paper, aluminum, and glass are located in each complex. Most recycle bins are located next to garbage dumpsters, but some areas share a central location. All types of paper can be mixed in the same bin, and different colors of glass do not need to be separated. Please empty containers of liquid before recycling, and only recycle cardboard and paper that is free of food or other contaminants.

SCREENS AND WINDOW STOPS

The university considers screens and window stops safety equipment. Removal of or damage to these items may result in disciplinary action, eviction, and/or a university fine of \$50.

SNOW REMOVAL

The university removes snow from the apartment parking lot areas. Residents are responsible for snow removal from their front doors to the parking lot. Snow shovels, sand, and de-icer can be obtained from the apartment complex coordinator or apartment managers. Any student registered with Disability Services should contact that office to make arrangements for snow removal.

UTILITIES

Apartment rates include water, heat, electricity, sewer, refuse services, and Internet.

APARTMENT POLICIES AND EXPECTATIONS

Apartment policies exist to help create an environment that is conducive to your needs for safety, studying, socializing, and sleeping. We want to ensure that your apartment experience promotes your success at Central!

ABANDONED PROPERTY

When students leave property in the room or apartment, Housing and Residence Life staff will remove the property at \$45 per hour. Additionally, a storage fee of \$10 per day is charged to the student for a maximum of 60 days. If the property is not claimed at the end of 60 days, it is considered abandoned property and the university disposes of this property.

If a student wishes to claim their property during the 60 days, they are required to contact the Housing and Residence Life office at 509-963-1831 to make arrangements.

ALCOHOL AND OTHER DRUGS

Central Washington University's policy on alcohol (in all forms, The use of drugs, including alcohol, can have a negative effect on your student life and academic success. At Central Washington University, we are committed to providing an atmosphere of creative learning and healthful living for students and have put into effect policies that do not allow the illegal use of alcohol and other drugs, on or off campus.

Housing and Residence Life's alcohol and other drugs policy follows all local, state, and federal laws. Please note, students under the influence or in possession of alcohol or other drugs that are violating a local, state, or federal law on CWU's campus can be cited by University Police.

In support of a substance free and successful academic environment; Alford-Montgomery, Barto, Beck, Carmody-Munro, Davies, Hitchcock, Meisner, Quigley, Sparks, Wendell B, and Wilson, are designated as "Substance Free" communities. This means that these residence halls are free of alcohol while all of our residence halls do not permit the presence or use of drugs regardless of age.

When it comes to alcohol and other drugs, the following items apply to this policy:

• Alcohol

- o No one under the age of 21 will possess, consume or be under the influence of alcohol in any on-campus housing facility.
 - Are not allowed to have paraphernalia related to the consumption of alcoholic beverages. This includes, but is not limited to, empty bottles, cans, boxes, containers, shot glasses, wine glasses, etc.
 - May not have guests consume or possess alcohol
- o Residents age 21 or older living in an on-campus apartment.
 - May possess and consume alcohol in the privacy of their assigned space, as well as their assigned suite common area with main door closed.
 - If you choose to consume alcohol in your room, you can consume alcohol with other students who are 21 or over.
 - Are reminded of the legal responsibility placed on them if they have roommate(s) that are underage.
 - There cannot be more than one drink open per person over the age of 21, if underage roommates are present.
- o Residents shall not buy or provide alcohol to people under the age of 21.
- o Home brewing of alcohol is not allowed in on-campus housing facilities.
- o Kegs, "party balls," tap systems, and similar large volume common source containers as well as devices used to promote binge drinking that could cause unhealthy alcohol consumption are not allowed in on-campus housing facilities.
- o Large amounts of alcohol are not allowed in on-campus housing facilities. For those in non-substance free housing, this is defined as more than 1 bottle of wine OR more than 1 bottle of spirits OR more than a 6 pack of beer per person who is over the age of 21.

• Cannabis (Marijuana)

- o Possession, consumption or being under the influence of any form of cannabis, marijuana or CBD in any amount is not allowed on campus.
- o Those who have medical marijuana cannot possess, consume or be under the influence of cannabis, marijuana or CBD on campus. Please contact Disability Services if you

need assistance.

- o Although Washington State law allows adults age 21 and older to possess cannabis/marijuana for personal use, federal law prohibits cannabis/marijuana possession and use of any kind. The University receives federal funds; therefore, residents must adhere to federal laws relating to possession and use of marijuana

• Drugs

- o Drugs (Controlled substances) and paraphernalia are not allowed in on-campus housing facilities. This includes but is not limited to:
 - Chemical substances, compounds or combinations used to induce an altered state
 - Otherwise lawfully available product, over the counter or prescription drug used for any purpose other than its intended use
 - Hallucinogens
 - Nervous system depressant
 - Other stimulants
- o For the full list, please see the Student Conduct Code (WAC 106-125).

Residents of any age may not be in a residence hall or apartment space with someone who is violating any part of the alcohol and other drug policy.

If found in violation of the alcohol and other drug policy, students may be required to attend an alcohol or other drug education and risk prevention class for first-time violations. Second time violations may result in an educational conversation with a staff member in the Wellness Center to discuss your use of alcohol and other drugs. Third time violations may result in a potentially being referred for a chemical dependency assessment. Potential sanctions are not limited to this list and may include disciplinary probation, deferred suspension or suspension. Please refer to the Student Conduct Code (WAC 106-125) for a complete list of sanctions.

ANIMALS

Students are not allowed to have animals in the on-campus apartments or residence halls except for aquarium-bound fish. Tanks may be no larger than 10 gallons. Residents must maintain responsibility for the aquariums at all times. Animals not approved through this process will be considered "pets" and are not allowed in a university housing building (excluding aquarium-bound fish in tanks that may be no larger than 10 gallons.) Violators of this policy may be subject to disciplinary action, eviction and/or cleaning fees up to \$500 associated with damages

Other animals, such as companion, therapy, emotional support, comfort and "psychiatric service" animals that are not specially trained to perform a disability-related service may not be allowed in CWU residence halls and/or university-owned apartments. All animal emotional support requests will go through Disability Services and based on the recommendation from their office, the request will then be sent to Housing and Residence Life for further review. Qualified "service animals" (as defined by state and federal law) are allowed on the CWU campus and in Housing and Residence Life facilities.

Determination of eligibility is made on a case-by-case basis by Disability Services/ADA compliance officer and Housing and Residence Life. The care of an approved animal is the student's responsibility.

Central Washington University complies with all federal and state fair housing laws and regulations which are applicable to university housing, including those related to assistive animals.

The United States Department of Housing and Urban Development (HUD) compliance guidelines define assistive animals as those that are verified by a qualified medical professional that the service animal accommodates the disabling condition and the rationale for the use of the service animal.

Disability Services collects and reviews disability documentation from students who request accommodation in university housing. Housing and Residence Life makes the formal decision regarding assistance animals in university housing. Students are responsible for the care of the service animal at all times. Students who have an approved service animal or an emotional support animal, need to abide by WAC 106-124-801 and the Emotional Support Animal Care Plan provided by Disability Services and Housing and Residence Life.

APPLIANCES

Because of ventilation, electrical, and noise problems, Housing and Residence Life does not allow certain appliances in the apartments. Specifically, washers and dryers are not allowed in the apartments. Other appliances are acceptable if they run on a 110 volt current. Should the power go out while running several appliances at the same time, check the circuit breaker box. If problems continue, please call Facilities Maintenance at 509-963-3000 for assistance.

If potential problems exist with university appliances, wiring, or electrical systems, notify Housing and Residence Life. After business hours, notify the apartment manager. Additionally, it is recommended that surge protectors be used for stereos and/or computers. Avoid overloading outlets with too many cords, and do not use extension cords with frayed wiring or poor connections. Check the wiring and casing on appliances.

BARBECUES/COMBUSTIBLE MATERIALS

Built-in barbecues are available at Student Village and Getz-Short apartments and are the ONLY ACCEPTABLE means of outdoor cooking in these complexes. Barbecue grills are allowed in Brooklane Village as long as the resident is with the lit grill at all times. Propane barbecues are allowed but are not encouraged due to storage concerns. Barbecue grills and combustible materials such as propane, gasoline, kerosene, and items containing combustible materials (i.e. lanterns) are not permitted inside the apartment (including storage closets/units).

BICYCLES

WAC 106-116-901 is the guideline for on-campus bicycle safety, parking, and traffic regulations. Residents must follow specific regulations while operating bicycles on campus. For the safety of the residents, bicycles must never be parked/stored in stairwells, hallways, sidewalks, or any place that would create a safety hazard, hinder the exit from buildings or apartments, or interfere with pedestrian traffic. Bicycles parked on paths, sidewalks, stairwells, or catwalks, locked or chained to trees, street, or university signs may be impounded. Bicycle racks are provided in Getz-Short and Student Village. Eye-hooks can be installed on Brooklane Village front porches for bicycle locking purposes upon request to the apartment complex coordinator. Due to potential risk of bicycle theft, Housing and Residence Life recommends that bicycles be registered with Public Safety and Police Services.

CARS/VEHICLES

Driving on sidewalks, access malls, or lawns: Driving on sidewalks and lawns is strictly prohibited. No motor vehicles, including motorcycles or mopeds, will be permitted to park on the planted areas on university property. Advise moving van and delivery truck drivers not to drive their trucks on the sidewalks or lawns. If a van damages the lawns, the resident occupying the apartment will be charged. Violators are subject to a \$20 fine and

additional fees for damages. Residents may only drive on access malls with a mall permit which is available at the University Police and Public Safety office.

Inoperable vehicles: Vehicles that are non-functioning may be impounded. If a resident has a vehicle in this condition that needs storage, he/she needs to contact Housing and Residence Life for assistance.

Parking: Each licensed driver, who is a legal resident of the university-owned apartments and drives a vehicle, is required to complete a CWU vehicle registration form at the time of check-in. Limited parking areas within the apartment complexes, called Apartment Parking Zones (APZ), require permits. APZ permits are free of cost to leaseholders. Those residents who wish to park on all other campus parking lots must pay to obtain a permit from the Parking Office. Parking areas designated for disability permits are located within the apartment complexes. Should a resident require a disability parking permit, he/she needs to contact Disability Services.

Parking spaces normally exists for one car per leaseholder; however, availability is not guaranteed. All vehicles parked on university grounds must be operable and have valid current license plates. "Operable" means the vehicle must have air in the tires and have all major components intact, including windows and windshield. Vehicles must not be used for storage purposes.

The following regulations apply specifically to the individual complexes:

Brooklane Village APZ permits will be limited to the number of parking spaces available. Two permits per apartment will be issued in those courts which have 28 or more spaces. In courts that have less than 28 spaces, two permits will be given to those in two- and three- bedroom apartments and one permit to those living in one-bedroom apartments. Guests without permits are required to park in the visitor parking area at the Early Childhood Learning Center at no cost. Vehicles left in the visitor parking lot for longer than 48 hours are subject to a parking violation. Because of concerns with child safety, the speed limit within the courts is limited to five miles per hour.

Getz-Short residents will be issued one APZ permit to each student owning a vehicle. Parking is available on a first come, first served basis. Additional parking is available on the city streets if an RPZ (Ellensburg Residential Parking Zone) permit is obtained. RPZ permits can be obtained at Ellensburg City Hall.

Residents with recreational vehicles, boats, camp trailers, campers, snowmobile trailers, etc. parked in any university-owned apartment complex area, are in violation of the lease agreement. Housing and Residence Life has a gravel parking/storage area in Brooklane Village. This parking area is for residents living in university-owned apartments and will be designated for recreational vehicles and small personal storage sheds. The fee for a parking space will be \$25 per year (no partial year). The fee is good from September 1st through August 31st, at which time renewal of the parking space for an additional year is due. Residents may lease a parking/storage space by completing a form in Housing and Residence Life. The fee will then be assessed to the resident's account. When residents move out, they must remove the storage shed and other property, or it will be removed by Housing and Residence Life personnel. Labor costs involved in removing abandoned property will be charged to the resident's account.

Central Washington University assumes no responsibility for vehicles/possessions stored in the designated recreational vehicle parking area. This area has been constructed for the convenience of residents living in a university apartment to store recreational

vehicles and other possessions and to lessen the congestion and improve the appearance of other parking and general-use areas.

Parking decals: Resident vehicles must have an approved apartment parking decal. These can be obtained through Police and Parking Services located on Wildcat Way in the Public Safety Building located in parking lot O5. These decals expire on an annual basis. Residents of Brooklane Village, Student Village, Getz/Short and Wahle are required to have an APZ permit to park in their apartment parking lots. Permits are to be displayed on the passenger-side front lower portion of the window. Trucks or other vehicles without visible rear windows should place the permit on the right side of the front window. Permits must be returned by the apartment lessee at the time of check-out. Permits are only valid for the complex in which the resident lives. Motorcycles are required to have an APZ sticker and must be parked in designated motorcycle areas.

Car repairs: Residents cannot use the parking lots for car repair that involves the changing or leakage of fluids from the vehicle or results in a safety hazard for other residents. Examples of safety hazards include unsupervised cars on jack stands and loose, sharp auto parts. Violations could result in a \$50 fine and cancellation of the lease agreement.

COMPLIANCE WITH UNIVERSITY OFFICIALS

Residents are required to comply with the requests of university officials at all times. These officials include, but are not limited to, professional and student staff members of Housing and Residence Life, Public Safety and Police Services representatives, Student Success staff, and facilities maintenance staff.

COMMUNITY SPACE

It is the responsibility of each tenant to maintain the cleanliness and function, as well as the using the space in appropriate way of all community living space for the purposes of socializing, studying, recreation, and programming. Students are not permitted to sleep overnight in any community space. Never is a pornographic theme appropriate.

DAMAGES TO ROOMS AND PUBLIC AREAS

Residents are accountable for damages which occur as a result of personal negligence or vandalism. When found to be responsible, a resident may be charged for damages occurring in public areas as well as in their apartment or another student's apartment. All damage charges are billed to the resident's account.

The resident agrees to keep the residence, including the sidewalks and stairways adjacent to, in a clean and sanitary condition and to comply with the laws and ordinances relating to sanitary conditions. The resident agrees to keep all drainage pipes free and open and to protect water, heating, and all other pipes, so they will not freeze or become clogged.

The resident will not permit waste, damage, or injury to the property and will keep the grounds upon which the property is situated in good order and not let or permit any rubbish to be accumulated. At the request of the university, the resident shall be required to remove, at their sole expense, anything in or about the premises which is determined by the university to create an unacceptable hazard to person or property.

Each resident is personally responsible and liable for the cost of cleaning, replacement, and/or repair to the structure in which they are housed and all damages to (except for reasonable wear and tear as determined by the university) or losses of any university property furnished. All repairs must be completed by facilities maintenance personnel. No self-repairs are allowed.

Residents may appeal all damage charges within 10 working days of the billing for these charges. To appeal, simply state the objections in writing, and mail or deliver to Housing and Residence Life, Central Washington University, 400 E University Way, Ellensburg, WA 98926-7513. Residents can also send an email to housing@cwu.edu.

DROPPING OR THROWING SUBSTANCES OR OBJECTS FROM WINDOWS

For the safety of everyone, residents are not allowed to drop or throw objects from or at apartment windows, balconies, and/or ledges. This includes, but is not limited to, bodily fluids, snow, or substances of any kind. Residents must also refrain from throwing objects through windows from the outside. (This policy includes throwing keys to friends outside.) Violations of this policy may result in a \$50 charge to the resident's account and/or disciplinary action. Exiting is prohibited unless it is an emergency.

EVICTION

A notice of eviction may be given for violations of the lease agreement and/or the university rules and regulations. In many instances, the eviction process is started because of delinquent payment of rent. Rent charges are due the first of every month. A late fee of \$50 is assessed on the 10th of each month if the rent has not been received. If the rent is not received by the 10th of the month for the second consecutive month, the eviction process is started. A resident who is served with a notice of eviction by Public Safety and Police Services must remedy the violation or move from the apartment. When the eviction process is started, an additional \$50 administration fee will be assessed. Multiple violations of rules and regulations or delinquency of payment can result in the lease being terminated.

FIRE AND CARBON MONOXIDE SAFETY EQUIPMENT

Damaging or tampering with fire alarm apparatus and/or carbon monoxide equipment (i.e. sounding false fire alarms—RCW 9.40.100) is prohibited. FIRE EXTINGUISHERS are strategically located in each apartment. Carefully follow the instructions on the extinguisher and use them ONLY in the event of a fire. Fire extinguisher and Class D extinguishing agents shall be inspected at least once per calendar month by the tenant. Make sure the pressure indicator needle is in the green and make sure the safety pin and the plastic retainer are in place. SMOKE DETECTORS also are sensitive pieces of fire equipment. Smoke detection devices need to be tested monthly as well by pushing in on the test button on the front until the device sounds. If it fails to sound, call maintenance to have it fixed or replaced. Actions that result in the activation of a smoke detector, tampering with fire alarm apparatus and/or carbon monoxide equipment (including removing batteries from smoke detectors or disabling smoke and carbon monoxide detectors), or false alarms may result in criminal penalties, as well as university disciplinary action, and/or up to a \$100 fine.

FURNITURE

University-owned furniture moved from an apartment without written authorization from Housing and Residence Life may result in a charge of \$50 (or actual replacement cost, whichever is greater) and a potential conduct meeting. Wahle is rented as a fully furnished apartment. Student Village is rented as a partially furnished apartment. Partially furnished is defined as: one bed, one desk, and one chair per bedroom. Sometimes one chest of drawers will be provided.

FUTURE REGULATIONS

The university reserves the right to make new rules and regulations as may be appropriate or necessary for the safety, care, and cleanliness of the premises and residents. Future policies will be

announced by letter, postings, and/or through newsletters.

GUEST POLICY

Residents are more than welcome to have guests; however, if guests are staying longer than five days per month, residents must obtain written permission from Housing and Residence Life. Residents who violate this rule are subject to termination of their lease agreement and/or a \$500 fine. Unwanted guests should be reported to the apartment manager and/or Public Safety and Police Services. The lessee is responsible for the conduct and behavior of their guests while they are visiting the apartment community. Residents are encouraged to use good judgment in the choice of both their guests and their activities. Violation of the policies outlined in the lease agreement and/or this handbook by a guest will be held against the lessee and could result in conduct action and cancellation of the lease agreement.

Cohabitation is defined as a resident, contracted for that apartment, sharing their space with a person who is not assigned to that apartment. Cohabitation that includes behavior that infringes upon the roommate's and/or living community members' right to privacy, sleep, and/or study is PROHIBITED and, when brought to the attention of residence hall/apartment staff, may result in action as described in the student code of conduct.

INCENSE AND OPEN FLAMES

Because of the risk of burning incense or an open flame left unattended, the use of such is prohibited in university-owned apartments. Candles or lanterns may not be used even in the event of a power outage. Residents are encouraged to have flashlights or similar devices to provide emergency lighting.

LEDGES AND ROOFTOPS

For resident safety and to protect against building damage, residents and their guests are never permitted on rooftops or ledges. Residents are prohibited from walking on any roof in an apartment complex. Violation of this policy may result in disciplinary action and/or a university fine not less than \$50.

LOCK OUTS AND KEYS

Do not loan apartment or laundry keys to a non-resident. Duplication of university keys by an outside vendor is strictly prohibited and could result in cancellation of the lease agreement and a re-key expense to the lessee. Residents who lock themselves out of their apartments should attempt to contact their roommate(s) first. If unsuccessful, contact the Residence Life Office during business hours (Monday through Friday 8am to 4pm) and the manager on-call after hours (509-201-6112). If upon request, produce photo identification to verify tenancy. If a resident locks themselves out two or more times per quarter, there may be referral to Student Rights and Responsibilities, fees, and termination of the lease agreement.

PERSONALIZING SPACE AND DECORATION GUIDELINES

Residents may decorate their apartment with posters and other personalized items as long as it does not damage the apartment. When the apartment is vacated, it must be returned to its original condition. Residents in violation of the outlined policies may be subject to disciplinary action, damage charges, and/or fines. DO NOT fill-in nail holes as this causes more damage to the walls and may result in additional damage charges to the resident. To ensure the safety of all, Housing and Residence Life has certain apartment decorating guidelines/policies that need to be followed.

LIGHTS

- All decorating lights need to be approved by the Underwriters Laboratory (UL-94 rating).

- Decorative lights that are UL approved are allowed in university-owned apartments; these lights should not have cords over heaters, under doors, or where they could be burned or frayed. Residents should be cautioned about the use of lights in their apartments and avoid placing them close to drapes or other flammable materials.
- Decorative lights on the outside of apartment doors should not have cords going under or over doors where they could become frayed.
- The apartment complex coordinator will have final approval for all external lighting on the outside of a building. Residents are not permitted on any apartment roofs.
- Decorative lights should be kept off during daylight hours and after midnight to conserve energy.

TREES

- No live cut trees are allowed in university-owned apartments.

DECORATIONS

- No lit candles are allowed as decorations.
- Decorations may not be hung near lights or other heat-generated devices.
- Decorations that are flammable in any way cannot be hung from the ceiling or protrude around doors in a 3-D fashion—these are major fire hazards.
- Be aware of the location of the nearest fire extinguisher to heavily decorated areas.
- Fire equipment boxes, stations, bells, alarms, and exit signs must be kept clear.
- Spray snow is acceptable in apartments. (Custodial staff is not expected to clean windows due to spray snow residue.)

FURNITURE

- No indoor furniture (personal or university-provided) should be placed outside of the apartment unit.
- Where patio space is available, residents can place patio or lawn furniture on their paved patio. Please do not place personal items on grass areas unless actively utilizing them, to not disrupt lawn care.

RECOMMENDATIONS

- Pay attention to flammable items next to heaters and heat producing lights.
- Any questionable decorations (flammable) that are not listed on this policy should be forwarded to Housing and Residence Life at 509-963-1831.

POOLS

Residents can use temporary, moveable pools outside for recreational use as long as they are watched by an adult during all times that the pool is filled with water. When not in use, the pool must be stored out of sight.

PRIVATE ENTERPRISE

The assignment or lease of any university property excludes the right to use the premises for business purposes, storage of salable commodities, or any purpose other than as a personal residence.

PUBLICITY AND LITERATURE

The distribution of free literature or commercial advertising is prohibited to individual apartments or apartment complexes (WAC 106-140-034). Only U.S. Postal Service mail, individually addressed to the residents of the apartment, and official university memorandums approved by the senior director of Housing and Residence Life and/or designee will be distributed. Local newspapers (e.g. Daily Record, Yakima Herald Republic, etc.) may seek approval for occasional placement of newspaper samples in apartment complex laundry rooms.

QUIET HOURS/NOISE ORDINANCE

The City of Ellensburg has a noise ordinance, which is enforced by University Police and other local law enforcement agencies. Residence Hall quiet hours are from 10 P.M. to 7 A.M. daily and are consistent with the city noise ordinance. Students in violation of the noise ordinance may be cited by police and/or face university disciplinary action. Please note a noise violation from law enforcement is a \$513 fine that double each time after. Residents are responsible for maintaining a noise level that does not disrupt other community members and does not go beyond their own room. During "quiet hours," noise from your room should not be disturbing your neighbors or heard from a different floor. If other's noise is disturbing you, try talking to them first. If that doesn't work, call the Duty Phone for your building and a staff member can help remedy the situation. Your staff can also help mediate a noise issue with neighbors. The university asks that students always observe "courtesy hours" when quiet hours are not in effect. Students have a right to be able to study in their room free from excessive noise. Noise should never be heard from a residence hall room to an outside location.

REMOVAL OF OBSTRUCTIONS

The university reserves the right to remove any obstruction (bikes in stairwells, storage of items in front of patio doors, etc.) which may create a hazard or unsightly appearance. These items will be disposed of if not reclaimed in 60 days. The resident will be charged for labor and materials used to remove such items.

RESNET, ACCEPTABLE USE POLICY, AND VIOLATION PENALTIES

Please refer to the following website for the most up-to-date guidelines and regulations: cwu.edu/resnet.

RESTRICTED AREAS

Machine and electrical rooms and offices and storage rooms are OFF LIMITS. Climbing on utility boxes, dumpsters, or dumpster enclosures is also prohibited.

ROOMMATES SPACE

Each roommate is required to sign a lease with the same rights and responsibilities. Each roommate must also maintain a deposit. If a person is living in an apartment without university approval, each lessee is subject to eviction and a \$500 fine. The apartment complex coordinator and apartment managers will provide support and assistance to roommates in resolving conflicts. Each roommate has a responsibility to report any violations occurring in the apartment. In addition, violation of roommate agreements that are established with the apartment manager could lead to additional sanctions including a possible move from the apartment.

SECURITY

Residents strive to create friendly communities, but personal security should be a concern of all residents. Immediately report any suspicious activity to the police by calling 911. If a key is lost, please report it to the apartment complex coordinator or apartment manager immediately. Broken locks or window latches should be reported to facilities management immediately. Dowels for window and sliding glass door security are available from the apartment complex coordinator or apartment managers. Home security or alarm systems are not permitted.

Residents and their guests may enter buildings only through doors designated for entry. Entry through windows is prohibited.

SEXUAL MISCONDUCT

Consistent with the university's policies on sexual misconduct, the apartment communities maintain a living environment which is free from sexual misconduct. An individual found in violation of this policy will be subject to informal or formal disciplinary action.

SKATEBOARDS, BICYCLES, AND SCOOTERS

The use of bicycles, electric bicycles, skateboards, nonmotorized scooters, electric scooters, and in-line skates are allowed only as a means of transportation on pedestrian malls, sidewalks, walkways and vehicular traffic ways of CWU. Anyone using a bicycle, electric bicycle, skateboard, nonmotorized scooter, electric scooter, or in-line skates on CWU property shall give right of way to any pedestrian and shall travel at a reasonable and safe speed. Under no circumstances will bicycling, skateboarding, or in-line skating be allowed in apartment interiors or on ramps, curbs, benches, steps or stairs, or other such structures.

SMOKING AND TOBACCO PRODUCTS

In accordance with state law, smoking is prohibited within 25 feet of all university buildings. This includes balconies and stairwells to apartments or public areas. Out of common courtesy and in accordance with State Law, we ask that smokers refrain from smoking near entrances and other people's windows and to properly dispose of cigarette butts in appropriate receptacles. Hookahs of any type are not allowed to be activated inside apartment spaces. Also, for those that use coals, it is reminded that used coals should not be brought into the apartments. Electronic cigarettes and vaping devices are not allowed to be used inside apartment spaces either. Residents may establish further policies regarding the distance one can smoke from the buildings. Fines can be assessed to clean drapes for those who violate smoking policy.

All current Washington State Law, including possession of chewing tobacco, e-cigarettes, vaping devices, etc., is applicable at the time of instatement.

SOLICITATION AND POSTING

Housing and Residence Life attempts to support a resident's desire for privacy by restricting any door-to-door sales or solicitation. All solicitation is prohibited regardless of the purpose or nature of the sponsoring organization. Organizations may not solicit in the apartments unless directly related to apartment living and approved by Housing and Residence Life. Organizations not related to Housing and Residence Life may have material posted provided they have been approved and stamped by the Scheduling Center and Housing and Residence Life. Please call the apartment complex coordinator or apartment managers if unwanted solicitors are in the apartment complexes.

STAIRS AND STAIRWELLS

Stairs and stairwells must be kept clear at all times for the purpose of providing safe exits. Toys, boxes, newspapers, plants, bicycles, garbage, etc. must not be left on stairwells. Motorcycles and mopeds may not be parked in stairwells or on patios at any time.

STORAGE UNITS

With the exception of Brooklane Village, storage units are not supplied by the university. Stand-alone storage units can be placed on the RV storage area at Brooklane Village for a cost of \$25 per year. Storage units cannot be placed in any other location. No personal belongings can be stored next to apartment buildings. Many businesses in Ellensburg rent storage units, and a list is available in the local phone book.

TRESPASSING

Individuals with no connection to apartment residents will be asked to leave the apartment complex. Guests of residents, whose behavior is not appropriate for the community, may also be asked to leave by the apartment manager and/or Public Safety and Police Services. Residents are responsible for the behavior of their guests. The university also reserves the right to deny access of apartments

to non-residents at any time.

VIDEOTAPING AND CAMERA USE

No person may tape, audio record, take photographs of, capture images of, or otherwise view any person in a private location without the knowledge and express consent of the subject or all parties. No person may distribute or share photos or recordings of sexual activity or nudity in a private place without the knowledge and express consent of the subject or all parties. Private locations include, but are not limited to, residence hall rooms, students apartment and common areas, bathrooms, lounges, and other areas where residents have a reasonable expectation of privacy.

WATER AND CAR WASHING

Outside water is available for gardens and recreational use. Many spigots require a water key which can be issued by the apartment manager. Outside water will be turned off from late October until mid-June, depending on weather conditions, to avoid freezing problems. A designated car washing area is available for all apartment residents at the Brooklane pump house, located to the left of the Brooklane entrance area. Residents will need to provide their own soap and washing materials. Please leave the hose there when finished. It is preferred that cars are washed here to reduce mud problems around the complexes.

WATERBEDS

Due to potential damage from leakage and weight, waterbeds are not allowed in university-owned apartments.

WEAPONS

For the protection of everyone, Central Washington University has a strict firearms policy—WAC 106-124-700. No person shall have in their possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument on university-owned or leased property. This includes BB guns, air soft guns, pellet guns, paintball guns, gel blasters, as well as archery equipment, long knives, and swords.

Ammunition cannot be stored in apartments. Ammunition should be stored in a vehicle or at an off-campus location.

Individuals in violation of this policy shall be subject to appropriate disciplinary action including possible termination of the individuals lease agreement.

YARD SALES

Residents may have periodic yard sales at their apartments with apartment staff approval. It is encouraged that residents plan yard sales together and publicize in the local newspaper with apartment staff approval.

DISCIPLINARY PROCEDURES AND SANCTIONS

Housing and Residence Life, in conjunction with the Office of Student Rights and Responsibilities, addresses residence hall behavioral problems. Below is the typical Student Rights and Responsibilities Process:

- The Office of Student Rights and Responsibilities receives reports from various entities including University Police Department, Ellensburg Police Department, Housing and Residence Life staff, faculty, or other students.
- All reports received are reviewed and followed up on by professional staff in the Office of Student Rights and Responsibilities.
- If a report suggests that a student may have been responsible for violating the CWU Student Conduct Code or any other university policy, the Office of Student Rights and

Responsibilities will schedule a University Conduct Hearing for that student with an appropriate University Conduct Hearing Officer.

- If a report suggests that a student may be in distress or in need of additional support or resources, the Office of Student Rights and Responsibilities will work to connect the student with Case Management or other appropriate campus resources to assess the student's needs and help provide the necessary assistance for the student.
- The student will receive a notice letter and email with the date, time, and location of your hearing as well as information detailing the alleged date and policies that they may have been responsible for violating.
- At the University Conduct Hearing, the student is given the opportunity to explain their perspective on the incident and share any additional information they may have. If a student does not attend their meeting, a hold will be placed on their student account until they meet with their hearing officer.
- The University Hearing Officer will decide the outcome of the hearing based on the conversation, the initial report, and any other available information using the preponderance of the evidence.

All disciplinary records are part of your student record. Your disciplinary records are destroyed after 7 years from your last day of attendance. They are in no way connected to your academic file and you can request your disciplinary file from Business Services by completing a public records request.

The Office of Student Rights and Responsibilities is located in Bouillon 205. They can be contacted at 509-963-1817 or at Student.Conduct@cwu.edu.

DUE PROCESS RIGHTS

All Central Washington University students are guaranteed the right to due process. Students have protection through orderly procedures against arbitrary or capricious actions or decisions by University authorities. Due process is recognized as essential to the proper enforcement of University rules.

- Any individual can file a report to the Office of Student Rights and Responsibilities concerning a potential policy violation or concerning behaviors.
- Any student who may potentially be in violation of university policy shall receive written and electronic notification from the Office of Student Rights and Responsibilities that informs the student of the specific policies they may have been responsible for violating and the date of the alleged incident. The notification will have a specific time, date, and location of the student's required Student Conduct Hearing with a University Hearing Officer to discuss the situation.
- The Student Conduct Hearing will allow the student the opportunity to review the Student Conduct Code, review the allegations, and provide an opportunity for the student to share their side of the incident.
- Based on the information gathered throughout the investigation and during the Student Conduct Hearing, the University Hearing Officer will determine whether the student is responsible or not responsible for violating the indicated policies. This is based on the preponderance of evidence (50% + 1 or more likely than not). If found responsible you will be assigned a sanction which is like and educational assignment that is consistent with the level of offense.
- Whenever a student has a Student Conduct Hearing, at the

end of the process, they will receive written notice of the outcome and any assigned sanctions. These again can be found in your Guardian Portal at cwu.guardianconduct.com.

- Students have the right to appeal disciplinary action taken through a Conduct Review Hearing or a Student Conduct Council Hearing.

DISCIPLINARY SANCTIONS

Once a student has a meeting, if the student is found responsible for violating the Student Conduct Code or other university policy, the University Hearing Officer may assign one or more sanctions based on the students' previous conduct history and the level of the current offense:

- **EDUCATIONAL SANCTION** - May include attendance or implementation at educational programs, interviews with appropriate officials, referrals to appropriate university or community resources, community service, written reflections or educational essays, or any other educational activity that the University Hearing Officer deems appropriate for the specific incident.
- **JUDICIAL MOVE** - Transfer from a specific residence hall or room to another area on campus.
- **RESIDENTIAL EVICTION** - Complete removal and cancellation of a student's housing contract
- **UNIVERSITY OR RESIDENTIAL TRESPASS** - Trespass from being present on university owned property or within specific halls or buildings.
- **UNIVERSITY NO CONTACT ORDER** - Assigned no contact (verbal, electronic, third-party, etc.) between two or more individuals.
- **FINE/RESTITUTION** - Assessed fine to cover the cost of theft or damages
- **CAMPUS INTERNET ACCESS REMOVAL** - Restriction from using the campus ResNet system due to potential violations of the ResNet Acceptable Use Policy.
- **PARENTAL NOTIFICATION** - Notice via letter or phone call to notify parents/guardians of concerning behaviors or actions that may be causing a potential concern for the student's health and safety, or may be jeopardizing the student's ability to continue as a student at CWU.

The hearing officer may also assign a student status sanction as laid out in the Student Code of Conduct:

- **CONDUCT REPRIMAND** - Official disciplinary warning.
- **DISCIPLINARY PROBATION** - An assigned status for a specific period of time in which further violations of the Student Conduct Code may put the student's status with the University in jeopardy and may result in more serious sanctions being imposed.
- **DEFERRED SUSPENSION** - Due to the nature of the specific violation or the student's conduct history, the outcome could be disciplinary suspension from the university; however, the University Hearing Officer elected to defer the suspension for a specific period of time in which any further violations of the Student Conduct Code may result in disciplinary suspension or expulsion.
- **DISCIPLINARY SUSPENSION** - Withdrawal and separation from the University for a specified period, generally for a full calendar year. This may include restricted access to campus and/or other specified activities
- **CONDUCT DISMISSAL** - Withdrawal and separation from the University indefinitely without the possibility of readmission. This may include restricted access to campus and/or other specified activities.

Certain sanctions have deadlines. A University Conduct Hold will be placed on your account if you do not complete a sanction by the deadline. To submit a completed sanction or to get clarification, contact your University Conduct Hearing Officer or log into your Guardian Portal at cwu.guardianconduct.com.

DISCIPLINARY APPEALS

As a student at Central Washington University, you have the right to appeal any disciplinary action. No individual shall be penalized or retaliated against in any way by the university community for their participation in this complaint procedure.

Disciplinary action imposed because of a University Conduct Hearing outcome may be appealed in a student's Guardian portal at cwu.guardianconduct.com. Additional documentation can be submitted to the Office of Student Rights and Responsibilities at Student.Conduct@cwu.edu. Appeals must be submitted within the applicable time to be considered.

- Students seeking to appeal disciplinary action imposing a conduct suspension or conduct dismissal must submit a completed appeal form within 20 days of the outcome.
- Students seeking to appeal any other disciplinary action must submit a completed appeal form within 10 days of the outcome.

If a student is appealing a suspension or conduct dismissal, the student is afforded the regular rights and responsibilities of all other students pending the outcome of the Student Conduct Council findings and can register and attend classes.

More information on disciplinary appeals and how to submit them can be found online at cwu.edu/student-rights/student-conduct-code-appeals.

PARENTAL NOTIFICATION

CWU may notify parents regarding the following conduct situations:

- Documented behavior indicating a risk of harm to self or others.
- Documented violations of the controlled substance policy.
- Second or third violations of campus alcohol policies or state laws.
- Parents may be notified of a first-time violation of campus alcohol policies or state laws if it involves a medical emergency, vandalism, any violence, or gross disrespect of residence hall staff or law enforcement officials.

Off-campus violations of underage drinking or other infractions may be referred to the Office of Student Rights and Responsibilities for sanctioning through the discretion of local court officials or law enforcement agencies.

Any questions regarding parental notification, or to seek additional information regarding a parental notification letter that you may have received, can be directed to the Office of Student Rights and Responsibilities at 509-963-1817

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act affords certain rights to students concerning their education records. The primary rights afforded are the right to inspect and review the education records, the right to seek to have the records amended, and the right to have some control over the disclosure of information from

the records.

Education records are those records, which are 1) directly related to a student and, 2) maintained by an institution or a party acting for the institution. FERPA gives students who reach the age of eighteen or who attend a post-secondary institution the right to inspect and review their own records. An institution is not required to disclose information from a student's education records to the parents of dependent students but may exercise its discretion to do so.

Section 952 of H.R.6, the Higher Education Amendments, allows institutions of higher education to disclose to parents violations of local, state and federal laws as well as institutional policies and rules governing use or possession of alcohol or controlled substances. Parental notification is one part of CWU's sanctioning procedure for underage alcohol use and other university violations.

The University reserves the right to contact parents regarding matters that concern students' safety and wellbeing.

RELEASE OF INFORMATION

Parents, guardians or other family members wishing to contact the university regarding a student's conduct, academic, or financial information must have a Release of Information on file with that specific student. This release states that the student gives a specific individual permission to access certain information regarding their student records. Without a release of information on file, no university official can share any information with anyone other than the specific student.

Students can change their release of information at any time and as many times as they would like by logging into your MyCWU portal.

FINANCIAL APPEAL PROCEDURE

WAC 106-124-011 FINANCIAL OBLIGATIONS OF STUDENTS - APPEAL PROCEDURE. Every student has the right to appeal an assessment by the university of a fee, fine, charge, debt, or other financial obligation by filing a written petition with the appropriate dean or non-academic area director, stating the student's reasons for challenging the validity of the assessed obligation. The written petition must be filed within 10 days after the notice of assessment is sent to the student. Housing and Residence Life Directors or their designee, shall review the university's decision to assess the fee, fine, charge, debt, or other financial obligation in light of the student's petition appealing the assessment and shall render a decision that shall be final.

Appeals regarding housing contracts, fees, or charges may be sent to Housing and Residence Life, Central Washington University, 400 E University Way, Ellensburg WA 98926-7513 or you can email Housing@cwu.edu.

STUDENT CONDUCT CODE

Refer to WAC 106-125 for the complete code and any potential updates or changes. Current policy is available in the Office of Student Rights and Responsibilities in Bouillon Hall, room 205. Please refer to the most up-to-date policies at cwu.edu/student-rights.

I. AUTHORITY – JURISDICTION

(2) The student conduct code shall apply to student conduct that occurs on university premises and to conduct that occurs at or in connection with university sponsored events, programs, or

activities. This code may also apply to other student conduct occurring off campus (or in nonuniversity electronic environments) when the university deems such conduct to threaten safety or security or otherwise adversely impact the university community. Students shall be responsible for their conduct from the time of acceptance for admission or registration through the actual awarding of a degree or other certificate of completion. The university shall have authority to revoke a degree or other certificate of completion based on prohibited student conduct that is found to have occurred before the award of such degree or certificate. Student organizations affiliated with the university may also be sanctioned under this code for the conduct of their student members.

(4) Nothing in this student code shall be construed as authorizing the university to prohibit or to discipline protected speech or other conduct that is protected by law or constitutional right.

II. PROHIBITED STUDENT CONDUCT

Prohibited student conduct includes engaging in, attempting to engage in, or encouraging or assisting another person to engage in, any of the conduct set forth in this section. As applicable, the term "conduct" includes acts performed by electronic means. The term "includes" or "including" as used in this section means "without limitation."

1. Academic dishonesty. The term "academic dishonesty" includes cheating, plagiarism, and fabrication.
 - a. Cheating. Cheating includes any attempt to give or obtain unauthorized assistance relating to the completion of an academic assignment, including collaboration without authority.
 - b. Plagiarism. Plagiarism includes taking and using as one's own, without proper attribution, the ideas, writings, or work of another person in completing an academic assignment. Prohibited conduct may also include the unauthorized submission for credit of academic work that has been submitted for credit in another course.
 - c. Fabrication. Fabrication includes falsifying data, information, or citations in completing an academic assignment and also includes providing false or deceptive information to an instructor concerning the completion of an academic assignment.
2. Alcohol, drug, and tobacco violations.
 - a. Alcohol. An "alcohol violation" includes using, possessing, delivering, selling, or being under the influence of any alcoholic beverage, except as permitted by law and applicable university policies.
 - b. Cannabis/marijuana. A "cannabis" or "marijuana violation" includes using, possessing, delivering, selling, or being under the influence of cannabis or the psychoactive compounds found in cannabis and intended for human consumption, regardless of form. While state law permits the recreational use of marijuana, federal law prohibits any possession or use of marijuana on university premises or in connection with university activities.
 - c. Drug. A "drug violation" includes using, possessing, delivering, selling, or being under the influence of any legend drug, including anabolic steroids, androgens, or human growth hormones as defined in chapter 69.41 RCW, or any other controlled substance under chapter 69.50 RCW, except as prescribed for a student's use by a licensed practitioner. The abuse, misuse, or unlawful sale or distribution of prescription or over-the-counter medications may also constitute a drug violation.

- d. Tobacco. A “tobacco violation” means smoking or using tobacco products, electronic smoking devices (including e-cigarettes and vape pens), or other smoking devices in any area of university premises where smoking or tobacco use is prohibited in accordance with public law and university policy.
3. Disruptive or obstructive conduct. The term “disruptive” or “obstructive conduct” means conduct, not protected by law, that interferes with, impedes, or otherwise unreasonably hinders the normal teaching, learning, research, administrative, or other functions, procedures, services, programs, or activities of the university. The term includes disorderly conduct, breach of the peace, violation of local or university noise policies, lewd or obscene conduct, obstruction of pedestrian or vehicular traffic, tampering with student election processes, or interfering with the orderly conduct of university investigations or disciplinary proceedings, including interfering with or retaliating against any witness, party, or other participant.
 4. Ethics violations. An “ethics violation” includes the breach of any applicable code of ethics or standard of professional practice governing the conduct of a profession for which the student is studying to be licensed or certified. The term also includes the violation of any state law or university policy relating to the ethical use of university resources.
 5. Failure to comply. The term “failure to comply” means refusing to obey the lawful directive of a university official or authorized university body, including a failure to identify oneself upon request, refusing to comply with a disciplinary sanction, or violating any no-contact or other protective order.
 6. False or deceptive conduct. The term “false” or “deceptive conduct” means dishonest conduct (other than academic dishonesty) that includes forgery, altering or falsifying of university records, furnishing false or misleading information to the university, falsely claiming an academic credential, or falsely accusing any person of misconduct.
 7. Harassment. The term “harassment” means unwelcome and offensive conduct, including verbal, nonverbal, or physical conduct, that is directed at a person because of such person’s protected status and that is sufficiently serious as to deny or limit the ability of a student to participate in or benefit from the university’s educational program, or that creates an intimidating, hostile, or offensive environment for any campus community member(s). Protected status includes a person’s actual or perceived race, color, national origin, gender, disability, or other status protected by law. See “Sexual misconduct” for the definition of “sexual harassment.”
 8. Hazing. “Hazing” includes any initiation into a student organization or any pastime or amusement engaged in with respect to such an organization that causes or is likely to cause the destruction or removal of public or private property or that causes or is likely to cause bodily danger or physical harm, or serious mental or emotional harm, to any student or other person.
 9. Personal offenses. The term “personal offense” is an offense against the safety or security of any person and includes physical assault, reckless endangerment, physical or verbal abuse, threats, intimidation, harassment, bullying, stalking, invasion of privacy, or other similar conduct that harms any person, or that is reasonably perceived as threatening the health or safety of any person, or that has the purpose or effect of unlawfully interfering with any person’s rights. The term includes personal offenses committed by electronic means.
 10. Property violations. The term “property violation” includes the theft, misappropriation, unauthorized use or possession, vandalism, or other nonaccidental damaging or destruction of university property or the property of another person. Property for purposes of this subsection includes computer passwords, access codes, identification cards, personal financial account numbers, other confidential personal information, intellectual property, and university trademarks.
 11. Relationship violence. The term “relationship violence” includes “domestic violence” and “intimate partner violence.”
 - (a) Domestic violence. The term “domestic violence” means the infliction of physical harm, bodily injury, or assault (or the objectively reasonable fear of such harm, injury, or assault), or stalking, perpetrated against a current or former spouse or intimate partner, current or former cohabitant, a person with whom one shares a child in common, or a person with whom one resides, including roommates.
 - (b) Intimate partner violence. The term “intimate partner violence,” also known as dating violence, means the infliction of physical harm, bodily injury, or assault (or the objectively reasonable fear of such harm, injury, or assault), or stalking, perpetrated by a person against another with whom one is or has been in a social relationship of a romantic or intimate nature. The existence of such a relationship will be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 12. Retaliation. The term “retaliation” means harming, threatening, intimidating, coercing, or taking adverse action of any kind against a person because such person reported an alleged violation of this code or other university policy, provided information about an alleged violation, or participated as a witness or in any other capacity in a university investigation or disciplinary proceeding.
 13. Safety violations. The term “safety violation” includes any nonaccidental conduct that interferes with or otherwise compromises any university policy, equipment, or procedure relating to the safety and security of the campus community, including tampering with fire safety equipment and triggering false alarms or other emergency response systems.
 14. Sexual misconduct. The term “sexual misconduct” includes sexual harassment, sexual intimidation, and sexual violence.
 - a. Sexual harassment. The term “sexual harassment” means unwelcome conduct of a sexual nature, including unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal, or physical conduct of a sexual nature that is sufficiently serious as to deny or limit, based on sex, the ability of a student to participate in or benefit from the university’s educational program, or that creates an intimidating, hostile, or offensive environment for any campus community member(s).
 - b. Sexual exploitation. The term “sexual exploitation” means taking sexual advantage of another, without consent, for the gratification of oneself or any third

person(s). The term includes voyeurism, indecent exposure, the nonconsensual recording of nudity or sexual activity where there is a reasonable expectation of privacy (or the nonconsensual distribution of such recording), inducing another person to engage in sexual activity for payment or other benefit, and knowingly exposing another to a sexually transmitted infection.

c. Sexual violence. The term “sexual violence” includes “nonconsensual sexual contact” and “nonconsensual sexual intercourse.”

(i) Nonconsensual sexual contact. The term “nonconsensual sexual contact” means any nonaccidental touching (including touching with any object) of the intimate parts of another person’s body, clothed or unclothed, including a person’s mouth, breasts, genital area, and buttocks, without the consent of the other person. The term also includes nonconsensual touching in a sexual manner of one’s own intimate body parts, nonconsensual touching of another with one’s own intimate body parts, removing another person’s clothing without consent, or inducing a person without consent to touch their own or another person’s intimate body parts.

(ii) Nonconsensual sexual intercourse. The term “nonconsensual sexual intercourse” includes any penetration, however slight, with any body part or object, of another person’s mouth, vagina, or anus without the consent of the other person. The term also includes nonconsensual oral sex, with or without penetration.

15. Stalking. The term “stalking,” including cyberstalking, means a course of conduct, directed at a specific person, that involves repeatedly contacting, harassing, or following the person for no legitimate purpose, causing the person to have the same fear for the person’s safety, the safety of others, or the security of property that a reasonable person in the same situation would experience under all the circumstances.

16. Unauthorized access. The term “unauthorized access” means gaining entry without permission to any restricted

area or property of the university or the property of another person, including any facility, computer system, e-mail account, or electronic or paper files. Unauthorized access includes computer hacking and the unauthorized possession or sharing of any restricted means of gaining access, including keys, keycards, passwords, or access codes.

17. University policy violations. The term “policy violation” means the violation of any applicable law or university policy governing the conduct of students as members of the university community, including university policies governing nondiscrimination, alcohol and drugs, computer use, copyright, and parking and traffic.

18. Weapons violations. A “weapons violation” includes the possession, display, or use of any firearm, explosive, dangerous chemical, knife, or other instrument capable of inflicting serious bodily harm in circumstances that are reasonably perceived as causing alarm for the safety of any person. The term “weapons violation” includes any threat to use a weapon to harm any person and the use of any fake weapon or replica to cause the apprehension of harm. The term further includes the possession on university premises of any firearm or other dangerous weapon in violation of public law or university policy, but does not include the lawful possession of any personal protection spray device authorized under RCW 9.91.160.

WAC 106-125-050 DISCIPLINARY ACTION - APPEALS

More information on appeals can be found online at cwu.edu/student-rights/student-rights-appeals.







HOUSING AND RESIDENCE LIFE
509-963-1831
cwu.edu/housing