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Living Learning Center Policies

ALCOHOL

All matters relating to alcohol are governed by the Pennsylvania Liquor Code and related state statutes. As members of the general public of the Commonwealth, students are expected to have a full knowledge of these laws. As members of the resident student body, students are required to observe Pennsylvania laws. The drinking age in this state is 21 years or over. No person under 21 years of age is permitted to consume, transport, possess, or be in the presence of any alcoholic beverage. Failure to comply will result in disciplinary action. In no event are kegs, beer balls, bottled beer or malt beverages, boxed wine, bottled wine coolers, premixed alcohol products, or common sources of alcohol permitted in the living area of the Living/Learning Center. Freshman students are also prohibited from having full or empty alcohol containers and/or paraphernalia in the Living/Learning Centers. This includes, but is not limited to: cans, bottles, shot glasses, and bongs/funnels. It is permissible to have beer or malt beverages in cans, wine, and liquor in individual rooms if the student is 21 years of age or older and all persons in the room are 21 years of age and older. Students who are 21 years of age or older may register a limited amount of alcohol at the building front desk. Failure to register alcoholic beverages will result in disciplinary action. The amount of alcohol a student of legal age may sign in to the Living/Learning Centers on a weekly basis is as follows:

- One case of beer or malt beverage (cans only); or
- One (0.75 liters) bottle of distilled spirits, i.e. whiskey, bourbon, vodka, etc.; or
- One bottle of wine (1.5 liter).

All of the above must be in their original containers with clearly marked labels.

Students who are of legal age for alcohol use may not have open containers of any kind in common areas, lounges, hallways, elevators, etc. The alcohol which they check in is intended for their personal, individual use in their own rooms only. Residence Life staff members have the right to revoke any drinking privileges at any time at their own discretion. Any alcohol or alcohol-related accessories (taps, kegs, etc.) confiscated by a Residence Life staff member will not be returned. Alcohol-related behavior which is harmful to the person consuming the alcohol or to others or which is disruptive to the community will also be considered a violation of alcohol policy. All students of legal drinking age are responsible for their actions while drinking alcoholic beverages, including being intoxicated while being in public. Any student may be cited by a University official for public intoxication. It is to the University official's discretion whether or not a student may be considered publicly intoxicated. Public intoxication includes, but is not limited to, endangering the safety of other students or the self. All alcohol policy violations will result in disciplinary action and/or educational programming by Duquesne CARES.

ARSON

Setting any materials on fire will result in severe disciplinary action which may include suspension or expulsion from the Living/Learning Centers and possibly criminal prosecution.

BICYCLES

No bicycles are allowed to be attached to railings outside of the Living/Learning Centers, as they block fire escapes and sidewalks. They will be removed if secured there. Bicycles may not be stored in hallways or common areas inside the LLCs. Bicycle racks are provided in front of Towers, Des Places, and St. Ann Living/Learning Centers. Additional bicycle racks are located along Bluff Street behind Assumption Hall. A bicycle storage room is available to all students in Des Places Hall. Because space is limited, students must apply for space in this facility. Applications are available from the Des Places Hall front desk.
BUILDING CLOSINGS

Duquesne University Living/Learning Centers closed during University breaks as listed in the University Calendar. Living/Learning Center fees do not include housing for these break periods. Students who must stay on campus at these times must be pre-approved by their building office and will be required to pay additional charges of $30.00 per day for a room over the break period; board must be provided by the student as well. Living Learning Center policies and procedures may also be amended during break periods. If a resident’s building closes during a break period, they may be offered temporary housing in another building. Limited staffing availability during break periods makes it necessary to limit visitation privileges during these times. Residence Halls are not available for occupancy for early arrival or late departure by resident students who have not made prior arrangements with the Office of Residence Life during break periods.

Students are required to vacate the Living Learning Center within twenty-four (24) hours of the last exam of the semester, or the termination of the Housing Agreement, whichever occurs first. This is true for Fall, Spring, and Summer terms.

CABLE TELEVISION

In order to take advantage of the cable television service provided in the Living/Learning Center rooms, each student is encouraged to furnish his/her own cable television cord that connects their television to the Comcast DTA box. Students who experience problems with their cable should contact their building office for further instruction. Students should make every attempt to be sure that they are experiencing a cable problem rather than a problem with their television before contacting Comcast.

CHECK-OUT

Any time a student decides to permanently vacate their room the student must:

- Inform the Resident Director
- Clean his/her room. There will be a fine for cleaning an excessively dirty room and/or for carpet removal
- Lock door upon departure and return their key to the Resident Director

Resident Assistants are not responsible for assessing room or common area damages, or the collection of keys. Resident Directors will make final decisions on room conditions. The housing agreement is in effect until the student's room key is returned to the above-named staff members.

COMMUNICATIONS

Students' Duquesne University personal email account is the official method of communication for Duquesne administrative matters. They are required to periodically check their account for time critical notices such as billing notifications, insurance requirements or other important alerts or administrative notices requiring a timely response. Notice will be considered received one day following the date the notice is posted to students' email account. Failure to check their email account does not excuse or exempt students from any actions required of them by the University.

COMPUTER CONNECTIONS

Duqnet wireless is available in all Living Learning Centers. Each Living Learning Center room, except those in Des Places Hall, is also equipped with a network port for each resident of the room. In order to maintain the integrity of the Duquesne University computing network, resident students may not contract with any third-party internet service providers (including, but not limited to, Comcast, Earthlink, Verizon, NetZero, etc.) to obtain internet service. Connections obtained in violation of this policy may be terminated by the University regardless of the nature of the contract between student and provider; any financial consequences of such an action will be borne by the student who is in violation of the policy. As an additional security measure, students may not connect any type of wireless equipment to the network ports in the Living Learning Centers.

For more information, contact the CTS Help Desk at 412.396.4357, or visit their website at www.duq.edu/cts.

COOKING

Students are permitted to bring a U.L. approved hot pot, popcorn maker, coffeemaker or microwave. Items not permitted due to safety concerns include (but are not limited to): electric frying pans, toasters, toaster ovens, sandwich makers, grills, hot plates and immersion coils. ALL non-approved items may be confiscated by the Office of Residence Life staff.
DAMAGES

Students shall be responsible and liable for any damages caused by the student or the student's guests or invitees to the living quarters, furnishings or to any other area of the Living/Learning Center or its equipment. At the expiration of this agreement, the student shall leave their living quarters in the same order and condition of repair as when they took occupancy, reasonable wear and tear excepted.

Student Rooms:
A room inspection form is completed by Residence Life staff prior to the time that a student moves into a room. It is the responsibility of the resident student to review this form and point out any damages to his/her Resident Assistant. Students are liable for the damage cost of any item that is vandalized or damaged during the time of occupancy. Any damage in a student room that cannot be tracked to a single individual will be billed to all residents of the room. It is imperative that students read and sign the room inspection form on move in day and upon departure. Damages are assessed based on the condition of the room and the information on the inspection form.

Common Areas:
Students are responsible for damage in the common areas in which they live. If damage, vandalism, and/or theft of University property occur in a common area, residents will be given notice and an opportunity to identify the individual(s) responsible. If a responsible party is not identified, all residents of the living area may be charged for repair of the damage/vandalism and/or replacement of stolen property.

Costs:
Costs for labor, repair or replacement of damaged items is determined in conjunction with Building Services/Maintenance personnel.

DISMISSAL

Any student who is removed from the Living-Learning Centers for disciplinary reasons must, within the prescribed time frame:

- Remove all belongings from the Living-Learning Center
- Relinquish the room key to the Resident Director
- Cease to occupy the Living-Learning Center

No refund will be made to the student.

DRUGS

The University strictly adheres to federal and state laws, which prohibit the distribution or use of controlled substances. Students who are determined to be illegally in possession of, distributing, or using illicit drugs, controlled substances, or paraphernalia will be subject to disciplinary action and possible criminal prosecution. In specific cases involving marijuana, the enforcement policy has been clarified to state that the detection of the odor of marijuana can constitute a violation even in the absence of the actual substance. Failure to comply will result in disciplinary action and/or educational programming by Duquesne CARES. Students who are found to possess, use, or sell heroin may face immediate suspension or expulsion from the University.

DU CARD (CAMPUS IDENTIFICATION)

Students must carry their DU Card at all times. Building security regulations require that DU Cards be swiped and displayed to gain access to the Living/Learning Center. A student that fails to properly present and swipe their Duquesne ID upon entering the Living/Learning Center is subject to verification procedures and judicial sanctions. In addition, any individual attempting to enter a Living/Learning center with a non-current Duquesne ID Card is subject to judicial action. The card will be confiscated and returned to the ID Center.

Any University staff member, at any time, can ask any student to present their DU Card. Failure to present the card upon request will result in disciplinary action. Altering or forging DU Cards, providing false or misleading information, or using a card that belongs to another student are expressly forbidden. In addition, students are not permitted to allow anyone else to use their DU Cards.
**DU CARD REPLACEMENT**

Students who lose their DU Card must go directly to the DU Card Center in room 203 of the Duquesne Union. Normal office hours are 8:30 - 4:30 p.m., Monday - Friday. If they lose their DU Card over the weekend, they may stop by the Public Safety Office to receive a temporary card which is valid for three (3) days. If you have been unable to locate your card after the temporary card expires, you must purchase a new one. The cost of a replacement is $20.00. Students who have a damaged DU Card should go directly to the DU Card Center. A replacement fee will be incurred. The amount of the replacement fee will depend on the number of occurrences the student has had. For example, the first damaged card will incur a $5.00 replacement fee, the second damaged card will incur a $10.00 replacement fee, and any additional damaged cards will incur a $20.00 replacement fee. The DU Card Center will confiscate damaged cards and the student will need to purchase a replacement card. There will be no exceptions.

**ELIGIBILITY FOR HOUSING**

Only individuals who are registered as full-time students as determined by their respective programs are permitted to seek housing in the Living Learning Centers. Terms and conditions may vary for the summer term as determined by the Office of Residence Life.

**FIGHTING**

**Resident Students:**
Any resident student(s) engaged in a physical fight in or near any Living/Learning Center with another individual(s) will at minimum have their visitation rights suspended from all Living/Learning Centers and will face judicial action. Students will be monetarily accountable for any physical damages or bills related to the incident.

**Non-Resident Students:**
Any nonresident student(s) engaged in a physical fight in or near any Living/Learning Center with another individual(s) will result at minimum in a suspension of his/her visitation rights for all Living/Learning Centers and will face further Judicial action.

**Non-Students:**
Any non-student(s) in a physical fight in or near any Living/Learning Center with another individual(s) will have his/her visitation rights suspended from all Living/Learning Centers for a period of time decided by the Resident Director and may be subject to police action. Non-students may face legal action and/or be removed from campus.

**FIRE ALARMS**

In the event of an alarm, all residents and guests must evacuate the Living/Learning Center immediately. Tampering with or setting off an alarm will result in severe disciplinary action which may include suspension, expulsion, and/or a fine. Refusal to evacuate also jeopardizes the safety of police/fire personnel and will result in disciplinary action. Residence Life staff reserves the right to enter rooms to ensure that all have evacuated. Applicable local, state, and federal laws apply to tampering with fire equipment or failure to evacuate. Students and guests of students must comply with any request from Residence Life, fire, or police personnel without delay during any fire alarm.

**Fire Equipment:**
Unauthorized use of or tampering with emergency or safety equipment is strictly prohibited. Illegal use of fire alarms, fire hoses, extinguishers, trouble detectors, and fire doors is a violation of state and local law which jeopardizes the safety of other residents. Violation of any of the above will result in disciplinary action, including a fine.

**Fire Drills:**
Fire drills are held periodically. Safety practices during these drills are to be taken seriously. All students are required to leave the building during a fire drill or face severe disciplinary action.

**FIRE SAFETY**

Fire alarm boxes and smoke detectors are located throughout each Living/Learning Center. Fire evacuation procedures for your living area will be announced by your Resident Assistant at the first floor meeting of the semester and are posted throughout the LLCs. Students must respond to every alarm as if an emergency situation exists.
FIREWORKS

Pennsylvania State Laws forbid the use of almost all types of firecrackers or fireworks. Possession or use will result in disciplinary action. Throwing firecrackers, bottle rockets, or any similar device from a window is strictly forbidden since this can lead to a serious incident. A fine and/or suspension will result from this act.

FURNITURE

Residents may arrange furniture within their room in any reasonable manner. Furniture must rest on the floor, and may not be suspended or placed on supports (including, but not limited to, bed risers or concrete blocks). Furniture must be reassembled and closets placed against a wall prior to departure. Each piece of furniture in the room is inventoried and residents of that room are responsible for it. All residents of a room will be responsible and must pay for missing or damaged furniture and/or be assessed a fine. All provided furniture must remain in the room. Students are not permitted to take furniture from other rooms. Furniture provided for lounges and recreational areas may not be moved into student rooms. A fine will be assessed for each prohibited piece of furniture found in a student room.

GROUP HOUSING

Individuals who do not meet the following criteria may be prohibited from participating in the Group Housing process:

- Must be a current full-time Duquesne student
- Must have a $0 student account balance or be on the University’s monthly payment plan
- Must make a $300 non-refundable deposit

Group housing is a program designed to enhance the living/learning experience of selected groups by creating an atmosphere for development of various residential lifestyles and programs. Group housing is a privilege, not a right, which is extended to the selected groups for one academic year. Students who share a common interest, social organizations and Greek organizations may apply for group housing. The group housing selection process takes place during the spring semester. Detailed information on the group housing selection process will be made available from the Office of Residence Life at the beginning of the spring semester. Housing deposits are due by the last day of the group selection process. No group will be assigned a group housing wing unless all spaces are filled and all necessary deposits are paid.

HALL SPORTS

The playing of sports (e.g., baseball, basketball, football, hockey, soccer, Frisbee, the riding of a skateboard, bicycle, roller skates, rollerblades, etc.) and the throwing of water or water balloons in the living area is prohibited. Storage of sporting equipment (e.g. bicycles, hockey equipment, etc.) is not permitted in public areas (e.g. lounges, hallways, bathrooms, etc.). Sports items or equipment may be confiscated until judicial review and will not be returned except to be removed directly from the building.

HARASSMENT/ABUSE

Physical abuse, verbal abuse, harassment, intimidation, invasion of privacy of any person, or conduct which threatens to endanger the health, safety, or well-being of any person is expressly forbidden and will result in appropriate disciplinary action, including possible suspension, expulsion and/or legal action. Harassment of or lack of cooperation with University personnel (e.g. Resident Assistants, University Police, or student aides, etc.) will not be tolerated and full disciplinary action will be taken. Use of telephones, e-mail, social media or other electronic means to communicate harassment or threats, or to intimidate another person, is likewise prohibited. Duquesne University and the Office of Residence Life will not accept any harassment of students based upon the student’s race, color, gender, age, creed, religion, marital status, or physical or mental disability. Such harassment is unacceptable and will result in judicial action against the offender.
HEALTH AND SAFETY INSPECTIONS

Office of Residence Life staff members conduct room inspections in order to ensure residents’ compliance with health and safety regulations. These inspections will be conducted when closing the building for vacation periods and periodically throughout the semester under the provisions listed in the Code of Student Rights, Responsibilities, and Conduct. Students should be aware that beds are to remain on bed frames and that there should be no hanging fabric, sheets, or fishnet from ceilings or walls. Any hanging item must lie flat against the wall; all four walls must be clearly visible from the room door. Numerous fabrics and/or posters are a fire concern and may be confiscated if believed to be a hazard. Personal items should not be left in community bathrooms. All screens must be placed in the window and batteries kept in smoke alarms. It is the responsibility of residents of Vickroy Hall and Des Places Hall to clean suite bathrooms in accordance with the policies.

ILLEGAL ENTRY AND EXIT

No student may enter or exit a Living/Learning Center through fire doors or windows. No student may enter a building with forged or altered identification. No student may enter without showing proper identification. Any student found illegally entering or exiting a building will lose their visitation privileges and face additional judicial action.

INSPECTION OF BAGS

Residence Life staff reserve the right to inspect all bags/containers being brought into the Living/Learning Center. Residents are expected to comply with staff requests to open bags, suitcases, or boxes. If a resident or guest refuses to allow staff to inspect any item being brought into the building, that item may not be brought into the building with them.

LOBBY RESERVATIONS

Residents must obtain permission from the Resident Director to sell merchandise or services in the Living/Learning Centers. All activities must adhere to residence hall policies and may not be in conflict with the standards established by the City Health Department or with University contract with private vendors or suppliers. Detailed information may be obtained from each Resident Director’s office.

LOCKOUTS

Students should carry their key with them at all times. When locked out of their room, students should contact front desk personnel for assistance. Fees will be assessed for lockouts and may vary depending upon whether the lockout is after hours or during a break. Students may have to wait until a Residence Life staff member is available to address the lockout. A Resident must have his/her present DU Card before a lockout is completed.

PAINT POLICY

Residents are not permitted to paint in the buildings. If the paint in a room is in poor condition due to wear and tear, residents may contact their Resident Director to request repairs. The Resident Director may contact the Physical Plant Department for consideration for repainting. Please note that keeping the walls in good condition is the residents’ responsibility and damage charges may be imposed due to student negligence.

PERSONAL PROPERTY

Duquesne University is not responsible for any loss of students’ personal property. Students are advised to protect their property by keeping their doors locked at all times. The University has made arrangements with an insurance company to make property and loss coverage available to interested students. The University does not benefit from the sale of any policies. For further information, contact the Office of Residence Life.

PETS

No animals are permitted in Duquesne University Living/Learning Centers. Animals will be removed immediately and there may be possible restitution for costs incurred. Exception may be made through the Resident Director for fish contained in approved small capacity fishbowls or tanks. Resident students must remove these items during holiday or break periods.
POSTING SIGNS

- All flyers and posters must be approved by the Resident Director of the building in which they are to be posted.
- Approved posters must be stamped by the Resident Director’s office. Stamped copies of the poster are not permitted to be reproduced.
- Flyers or posters must not use offensive language or be discriminatory in nature. Also, they must not promote the use of alcohol or other drugs. Content must be acceptable within the spirit of the University’s Mission Statement and Student Expectations.
- There is a limit of 2 flyers or posters per floor.
- There is a limit of 3 flyers or posters in the lobby area.
- All signs must be posted on bulletin boards only. Signs posted in other areas will be removed.
- The group, individual, or organization posting the signs is responsible for their removal 24 hours after the date of the scheduled event.

PROHIBITED ITEMS

The following items are prohibited in Duquesne Living/Learning Centers:

- refrigerators larger than 3.2 cubic feet capacity
- ceiling fans
- lofts or bed risers
- live trees
- locks or alarms not provided by the University
- motor/motorized vehicles
- paint
- open flames, including burning incense and potpourri
- water beds
- non-UL-approved appliances
- fireworks of any kind
- alcohol containers/ paraphernalia (freshman halls/students)
- cinder blocks
- glass containers
- herbal cigarettes
- hand-held laser pointers.
- paintball, BB, or pellet guns of any kind
- hookahs
- weapons
- any item suspended from walls or ceilings, or placed above ceiling tiles
- candles
- halogen lamps

Residence Life staff may prohibit any other items that may pose a health and/or safety concern.

QUIET HOURS

Excessive noise or behavior that disturbs others, endangers personal safety, or violates the desired standards of quiet conducive to study or sleep is not permitted. Accordingly, the unsafe and/or irresponsible use of electronic equipment (radios, stereos, video games, etc.) may be ample reason for confiscation of such equipment until judicial review. Sanctions are at the discretion of the Resident Director and may result in a fine.

All residents must observe quiet hour regulations. The hours between 8:00 p.m. and 8:00 a.m., Sunday through Thursday; and midnight through 8:00 a.m. on the weekends are to be reserved for quiet study and sleep. All stereos must be turned off at midnight (12am) on weeknights (Sunday through Thursday) and 2am on weekends (Friday through Saturday). Students must use headphones if they want to listen to music after these times. Failure to comply with this policy will result in fines and removal of all stereo equipment from the room. Continued violation of this policy may result in suspension from the Living/Learning Centers. Quiet hours must also be observed in common areas and lounges. Loud stereos, televisions and other distracting noises will not be tolerated and will result in disciplinary action. Extended quiet hours are in effect during exam periods. Failure to give 24 hour consideration to others will not be tolerated and will result in judicial review. Residents are encouraged to ask for cooperation from others in maintaining these standards of quiet. Further assistance is available from Residence Life staff members.

REFRIGERATOR RENTAL

Refrigerators and microwaves are available for rent by students. Prices and dates of rental will be mailed to students prior to their arrival. If a student wishes to provide their own refrigerator, it must meet the University standard (no bigger than 3.2 cubic feet) and be approved by the Office of Residence Life.
REMOVAL OF FOOD

Students may not remove food, dinnerware, or other items from the University Dining Halls, except as permitted by Dining Services. Removing any item may result in disciplinary action.

RESIDENCY REQUIREMENT

Freshmen and Sophomores attending Duquesne University of the Holy Spirit are required to live on campus or with their parents or guardians. See complete details of the full Campus Residency Policy in Appendix A.

ROOF ACCESS

Students and their guests are not permitted on the roofs of any of the Living/Learning Centers. Violators are subject to disciplinary action.

ROOM CONSOLIDATION

As indicated in the housing agreement, Residence Life may consolidate students living alone in a double room; every attempt will be made to see that students paying double room rates have a roommate.

Room consolidation may occur at any time in the semester, but it will generally occur in the first 3 weeks of the semester. If space permits, students may elect to pay single room fees. Consolidation will occur as follows:

- A student without a roommate will be notified in writing by the Resident Director. The student must identify a roommate, be assigned one by the RD, or may be required to move from his/her room to that of another single student.
- Listings of the residents involved in the room consolidation process will be available in each building office for review by a student in need of a roommate.
- After a specified time period, a student who has not voluntarily attained a roommate will be assigned a roommate by the Resident Director or be required to move from their room into another room. Moves will generally occur only within the building to which a student is assigned, unless circumstances dictate otherwise. For those who have unsuccessfully attempted to find a roommate, the double occupancy room may be maintained provided the student remains on their side of the room, keeping all of their belongings in one closet, one dresser, etc. A new roommate may be assigned to that space with limited notice, if necessary. Staff may periodically check to ensure that half the room is available for a new resident. If belongings are found on the other side of the room the student will immediately be assessed additional charges and required to move their belongings to rectify the matter.

A student who has been reassigned must move within 48 hours of notification and must follow the proper room change procedure. When a student becomes aware that they are the sole occupant of a double room, it is their responsibility to notify the Resident Director immediately. If a student in this situation has a specific other student they would like to have move in with them, they must immediately notify the Resident Director or another student may be assigned to the vacancy at any time.

ROOM DECORATIONS

Students are permitted to hang pictures and other decor. However, significant damage which will necessitate painting or repair will be at the occupant's expense. Scotch tape is not permitted to be used on the walls or door for any reason. No traffic or public signs are permitted in the rooms. Fire code precludes the usage of flammable Christmas/holiday decorations. To comply with fire safety policies, doors may not contain excessive materials such as posters, gift wrap, and/or door signs. At the discretion of the Resident Director, inappropriate, or offensive materials may be removed.

ROOM ENTRY

The University and the staff of the Office of Residence Life reserve the right to enter student rooms for maintenance repairs, during an emergency, to protect life or property from imminent injury, if there is sufficient reason to believe that a violation of University policy is occurring in the room, or for any other reasonable purpose.
**ROOM RESPONSIBILITY**

It is necessary to emphasize the responsibility that each student must assume for his/her room. Each student is responsible for any activity or any violation that occurs in his/her room whether or not he/she is present.

**ROOM KEYS**

Room keys are not to be duplicated. Students are urged to exercise caution in safeguarding their key. Students who lose a key or return a key that is damaged or unusable are billed for the cost of a replacement. Students are not permitted to allow anyone else to use their room keys or to use a room key that does not belong to them.

**ROOM SELECTION PROCESS**

Individuals must meet the following criteria to participate in the room selection process:

- Must be a current full-time Duquesne student
- Must have a $0 student account balance or be on the University’s monthly payment plan
- Must make a $300 non-refundable deposit

**Payment:** Proof of a $300.00 room deposit must accompany every housing agreement. Payments should be made by personal check, cashier's check, credit card, or money order made payable to Duquesne University for the amount of $300.00. The student's account must be paid in full. Any Bureau of Vocation Rehabilitation student(s) receiving scholarships or students having special circumstances which would waive payment of the $300.00 room deposit must contact the Office of Residence Life in the Assumption Living/Learning Center prior to their housing registration.

**Lottery:** At the lottery, each student will draw a randomly numbered slip from the lottery box. The number will determine the student’s place in the line to select a room in ascending order. All roommates must submit completed applications and their room deposits at the time their number is called.

**Proxy:** A student whom has paid the housing deposit, completed the housing agreement, and selected a lottery number but is unable to appear at the designated time in order to select a room may designate another student or a Residence Life Staff member as a proxy to select a room on their behalf. Proxy forms are available in the Office of Residence Life and must be completed in advance by the student who is eligible for room selection but is unable to attend.

**Waiting List:** Any student participating in the room selection lottery who does not get a room in their desired building can be placed on a waiting list for housing for the next academic year.

**Cancellation:** If a student participates in the selection process and decides not to live in the Living/Learning Center for the academic year, they must notify the Assistant Director of Residence Life in writing prior to the first day of class in August. Please note that the $300.00 deposit is non-refundable. Additional penalties will be assessed if the cancellation is made after the first day of classes. Students should read the housing agreement carefully. The agreement is binding for a one academic year period (fall and spring semesters), except for Brottier leases, which are binding for twelve months.
ROOMMATE CHANGE POLICY AND PROCEDURES

When problems with roommates occur, students are encouraged to make an effort to resolve their conflicts. Before a room change can be made, the following procedure should be followed:

- Both roommates are encouraged to meet together with their Resident Assistant to discuss their concerns.
- The residents will create a contract with their Resident Assistant, designed to resolve specific needs/concerns of both roommates.
- The roommates should make every effort to abide by this contract for a minimum of one week.
- If roommate differences are still irreconcilable at the end of the one week contract period, both roommates are encouraged to meet with their Resident Director to discuss a room change.
- Residents may present a room change alternative. Ideally, all residents involved in the prospective room change should have prior knowledge of the impending change and agree to the proposed change, when possible.
- Upon approval, rooms should be inspected by the Resident Assistant prior to the move. Residents who are changing rooms are responsible for making arrangements to be properly checked out of their room, including room inspection by a Resident Assistant.
- No room change may be made without following proper procedures or without the approval of the Resident Director.

SECURITY SCREENS

Any student caught vandalizing or removing screens will pay a replacement and installation fee, a fine, and face disciplinary action. Residents of a room are responsible for any damage done to a screen.

SEXUAL CONDUCT

As an institution founded in the Catholic tradition, the University does not condone sexual relationships outside of marriage. A genuine and complete expression of love through sex requires a commitment to living and sharing of two people in marriage. Refer to the ‘Visitation’ section for further policy guidance.

Counseling: Should a student find themselves in need of counseling for sexual health, sexual orientation, sexual assault or other issues relating to sexuality, many services are available to that student. Professionals in the following departments are also available for consultation:

- Anti-discrimination Policy & Compliance, Title IX Coordinator 412.396.2560
- Spiritan Campus Ministry 412.396.6020
- University Counseling Center 412.396.6204
- University Health Services 412.396.1650

SINGLE ROOMS

A very limited number of single occupancy accommodations are available to students. Students requesting single rooms are charged an additional fee for this privilege. Students seeking single room occupancy are assigned priorities the same as any other assignment unless special privileges are granted by the Office of Residence Life, due to health problems, e.g. respiratory ailments, visual and/or other physical disability, etc.

SMOKING

All Living Learning Centers are smoke free. Use of electronic cigarettes inside any Living Learning Center is also prohibited.
SOLICITING AND SELLING

Door-to-door Selling or Solicitation:
Door-to-door sales or solicitation is not authorized. Residence Life staff or Duquesne University Police should be notified of the presence of any solicitors or salespersons. Trespassers may be subject to arrest and prosecution. Door to door solicitation includes distribution of advertising materials to student rooms.

Soliciting or Selling in Lobbies:
Soliciting or selling in lobbies or other common areas by campus groups is permitted with permission from the Resident Director. Operation of a Business: No resident or nonresident is permitted to solely operate or participate as a member of any for-profit or not-for-profit business, whether dealing in the sale of good(s) or service(s), in the Living/Learning Centers or within the Residence Life area without the express permission of the Director of Residence Life. Additionally, no resident or nonresident is permitted to install additional phone, fax, or computer connections in the Living/Learning Centers without the express permission of the Director of Residence Life.

VISITATION POLICY

Visitation: Visitation is defined as the time period that residents are permitted to have guests visit their room or living areas.

The following policies are written with these principles in mind:

The visitation policy of Duquesne University is based on our mission statement's attention to moral and spiritual values, which flows from Catholic teaching regarding the human dignity of all people, including their sexuality and relationships with others. Catholic teaching regards marriage as the only rightful place for sexual intercourse and other sexual behaviors. Therefore, cohabitation and overt, extra-marital sexual behavior represent flagrant violations of the visitation policy.

The visitation policy also considers the rights of resident students to have access to their living space in accordance with all applicable policies, and to the safest, most harmonious living conditions possible. Therefore, a roommate's desire for privacy, safety, and normal use of their living space supersedes all guest privileges.

Residents of Living Learning Centers are not permitted to escort working media into the residence areas without approval of Public Affairs. Approval may be obtained by calling 412-396-6050.

Actions of guests are the direct responsibility of the host student. Guests are responsible for all policies and procedures as outlined in the Code of Student Rights, Responsibilities and Conduct, as well as this publication. Guests may be asked to leave the residence halls at any time should they violate a policy or disrupt in any manner the campus community.

Residents Student Visitation (Assumption, Des Places, St. Ann, St. Martin, Towers, Vickroy)

Residents may sign guests in between 8AM and 12AM (midnight). This includes both Duquesne students and non-Duquesne guests.
- All guests must be properly signed out by 2AM.
- Guests of the same gender may stay beyond 2AM, if they are signed in prior to midnight, there is mutual consent of roommates, they have completed an Overnight Guest Pass prior to midnight, and the University's policies on cohabitation/sexual behavior are followed.
Family Members

Spouses:
Resident students may have immediate family members, including spouses, as overnight guests. Any spouse visiting overnight must have prior permission of the Resident Director. Permission must be obtained during weekday office hours. Permission of the roommate(s) is also required.
Space permitting, the spouse of a married student may live in Brottier Hall with the student. The University does not otherwise offer housing for either family members nor children of a student.

Siblings:
Siblings of ages 5-16 years old, regardless of gender, are permitted to stay as overnight guests and require a minor sibling registration form to be submitted for approval to the Resident Director. The form requires the minor sibling’s parent/guardian authorization for the minor sibling to stay in the LLC overnight. The approval of the host’s roommate(s) are also required on the form.

Children:
Children under the age of 5 may visit during regularly specified visiting hours. Children under the age of 5 may not spend the night in a Living/Learning Center.

Signing In a Guest

Guests must present a photo ID when signing into a residence hall. Hosts must present a valid DU Card when signing in a guest.

Desk personnel will keep the host’s ID at the front desk of St. Ann, St. Martin, Assumption, and Vickroy halls until the host properly escorts their guest to be signed out. In the Duquesne Towers and Brottier Hall, the Guest’s ID will be kept at the front desk.

The host student must escort all guests at all times while in the Living/Learning Center and bears responsibility for the guest’s behavior.

Each resident student is permitted to sign in a maximum of three (3) guests at any given time within visitation hours and according to visitation policies.

Overnight Guests

Students wanting to host same gender overnight guests should do as follows:
- Receive permission from roommate(s).
- Ensure that visitation policy stipulations are met, including the University policy on cohabitation and sexual behavior.
- Obtain an overnight guest pass. Overnight Guest Passes are available at each Living Learning Center front desk and must be completed by the host prior to midnight.
- Sign the Overnight Guest Pass. The guest must also sign the Overnight Guest Pass upon his or her arrival.
- The Guest must provide a photo ID to be signed into and out of the building.

Completed passes may be picked up at the appropriate front desk after midnight. No new overnight guest passes will be issued after midnight. No more than 2 overnight guests are permitted per room at any time.

Resident Students may host overnight guests no more than 1 night per week, and 1 weekend per calendar month. Overnight Guests may not stay more than 15 days total during the Academic Year. The maximum stay is 2 consecutive days.

Minors under age 16 who are not siblings of a resident student may not be hosted as an overnight guest.

Permission to house overnight guests is always subject to the approval of the Office of Residence Life staff.
**Cohabitation**

Cohabitation is not permitted in the Living/Learning Centers. Overt sexual behavior and/or overnight visitation by a member of the opposite sex represent a flagrant violation of the visitation policy. Excessive frequency and/or duration of the stay could also indicate a violation of the cohabitation policy and will be verified through sign in logs. In the event that there is evidence or suspicion of cohabitation, the Resident Director reserves the right to conduct a hearing to investigate the matter. Grounds for suspicion may be lack of and/or improper sign-in procedures such as signing a guest in for someone else when there is no intention of hosting such guest. Cohabitation is not permitted at any time and may result in the permanent loss of visitation privileges. This is the same as the above section on sexual conduct.

**Brottier Hall Visitation**

All guests must enter through the main lobby and are required to be signed in with a resident host. Brottier residents and guests must follow all University visitation policies, including the policies regarding cohabitation and sexual behavior.

**WINDOWS**

Anyone caught throwing an object out of or into a window, hanging items from, or leaning out of a window will be subject to restitution for damage and/or clean up expenses, a fine and possible judicial action if the screens are not properly kept in the window. Shouting out the windows will also result in disciplinary action. Individuals are not permitted to enter or exit a Living/Learning Center through a window. Individuals entering the room through a window or bringing items through a window, as well as the resident of the room that was entered, will face judicial action.

**WEAPONS/FIREARMS**

Weapons are not permitted on campus and thus residents are not permitted to keep weapons in the Living/Learning Centers. Persons with concealed carry permits are not permitted to carry weapons on campus. Weapons include but are not limited to firearms, knives (except small utility knives), water, pellet, or BB guns, martial arts weapons, and whips. The University reserves the right of confiscation pending judicial review. Further clarification of what is considered a weapon under this policy can be found in the Code of Student Rights, Responsibilities, and Conduct.
APPENDICES

Appendix A- Campus Residency Policy

Freshmen and Sophomores attending Duquesne University of the Holy Spirit are required to live on campus or with their parents or guardians.

National studies demonstrate that campus residence positively affects:

Academic persistence. Resident students are more likely to maintain acceptable grade point performances and more frequently attain a bachelor's degree.

Satisfaction with the faculty. Resident students generally have more frequent contact with faculty and tend to be more satisfied with their interaction with faculty.

Willingness to re-enroll. Resident students are less inclined to withdraw or transfer to other institutions before attaining a degree.

Those who have not yet achieved junior status or who have not completed the equivalent of four full semesters of academic work are required to reside in University housing.

Exceptions to the campus residency policy may be granted to students under certain conditions. The eight (8) conditions that can exempt a student from the campus residency policy are:

- Completion of four semesters of full time academic work;
- Residing with parents or legal guardian;
- Enrollment as a part-time student;
- Students who are married;
- Students with one or more dependent children in their custody;
- Students who are military veterans who completed at least two years of full-time, active military service;
- Students over the age of 21;
- Students with physical or psychological circumstances such that the University cannot provide appropriate housing.

Parameters used to determine Student eligibility for a Campus Residency Exemption

Student requests to be waived from the residency requirement are approved only if the student is eligible for at least one of the policy’s eight (8) exemptions. The eligibility parameters used in making these determinations are the following:

1. Completing four full semesters of academic work. Four full semesters of academic work are defined as:
   - Enrollment for at least four semesters as a full time student at Duquesne University or another accredited college or university.
   - Completion of 60 or more credit hours of academic work at Duquesne University.
   - Completion of combined total of 60 or more credit hours of academic work at as well as at another accredited college or other university. This total may include Advanced Placement Credits and Dual enrolled High School Credits.

2. Residing with parents or legal guardian. Residing with immediate family or legal guardian is defined as:
   - Residing with a parent or legal guardian. To be eligible, the parent or legal guardian's residence must be within one of the following counties: Allegheny, Armstrong, Beaver Butler, Mercer, Washington or Westmoreland
   - Residing with a grandparent. To be eligible, the student must have the consent of a parent or legal guardian and their grandparent’s residence must be an Allegheny, Armstrong Butler, Beaver, Mercer, Washington or Westmoreland address.

3. Students who are enrolled and are taking eight or fewer credit hours.

4. Students who are married.

5. Students with one or more dependent children in their custody while attending Duquesne University.

6. Students who are military veterans who completed at least two years of full-time, active military service.
7. Students over the age of 21.

8. Students with physical or psychological circumstances such that the university cannot provide housing and/or board services compatible with their lifestyle needs. This also requires supporting documentation from a licensed, professional caregiver appropriate to the student's circumstance.

**NOTE:** The University's Campus Residency Policy makes no provision for financial need as a reason for an exemption. Thus, waiver requests based upon this premise will not be approved. Students needing financial assistance are advised to discuss their situation with the Financial Aid Office.

**Compliance:**
The campus residency requirement is a University policy. As such, compliance is a condition of a student's enrollment to Duquesne University. Students who are included in the Campus Residency Policy must do one of the following:

- Complete a University housing agreement.
- Be accepted to live in a University approved residence.
- Complete and have approved by the Director of Residence Life, a Campus Residency Waiver Request.

For the fall semester: One of these three options must be completed by June 1. Students accepted after June 1 must complete one of these options within two weeks of being accepted to Duquesne University.
Appendix B - Housing Agreement Sample

DUQUESNE UNIVERSITY  
OFFICE OF RESIDENCE LIFE  
HOUSING AGREEMENT

This Housing Agreement is made by and between Duquesne University and the Student whose signature appears at the end of this Housing Agreement.

Duquesne University agrees to provide the Student with living quarters located in the Living-Learning Centers and a board plan. The Academic Year is set forth in the University Calendar. All residents must be full-time registered students in order to be eligible for campus housing. Full-time is defined as 12 credits for undergraduate students and 9 credits for graduate students. Freshman and sophomore students are required to abide by the Duquesne University Campus Residency Policy.

The Student agrees to accept the living quarters in the Living-Learning Centers provided to the Student by the University and the board plan and agrees to pay for such room and board for the entire Academic Year and understands that there shall be no exceptions to the Student’s agreement except as specifically set forth in this Housing Agreement.

It is further agreed between the University and the Student that:

1. Students must pay a $300.00 non-refundable deposit to reserve on-campus accommodations.
   a. New students pay this fee through their original admissions deposit. Additional deposit not required.
   b. Current students must provide receipt of deposit payment with the submission of the Housing Agreement.

2. On or before the time that the Student registers for the Fall semester, the Student shall pay:
   The full room fee and board fee for the Fall semester, and all related housing fees.
   On or before the time that the Student registers for Spring semester, the Student shall pay in full the fees listed above for the Spring semester. The Student will not be permitted to register for the Spring semester unless, and until, these fees have been paid.

3. After this Housing Agreement has been signed by the Student and the University, the Student is obligated to pay to the University the full room fees and board fees for the entire Academic Year. There will be no exceptions to this obligation except as follows:
   a. If the Student decides not to live in the Living-Learning Centers and so notifies the Assistant Director of Residence Life IN WRITING BEFORE CLASSES BEGIN, the Student will be released from obligations under this Housing Agreement. All amounts which the Student has previously paid pursuant to this Housing Agreement shall be refunded with the exception of the $300.00 room reservation fee which is not refundable.
   b. If a Student fails to occupy an assigned room or make written notification of late arrival by the start of the second week of classes the Student gives up all reservation and claim to any room on campus. The Student will be released from all obligations under this Housing Agreement and all amounts which the Student has previously paid pursuant to this Housing Agreement shall be refunded with the exception of $300.00 non-refundable room reservation fee and a $100.00 penalty.
   c. If the Student notifies the Assistant Director of Residence Life in writing after classes begin that the Student has decided to move out of the Living-Learning Center or ceases to be a student of the University, the student will be entitled to a partial refund of room and board charges, based upon the date by which the student has notified the Assistant Director of Residence Life in writing, returned his/her room key and removed all belongings from his/her room. Refunds of the room/board charges are made in accordance with the following schedule: departure within the first two weeks of class, 80% refund; third week, 60% refund; fourth week, 20% refund; after the fourth week, no refund.
   d. Prior to the end of the Fall semester, students will be permitted to cancel their room reservation for the Spring semester by completing a Spring Release Form. This Spring Release Form cancellation will result in a $300.00 fee. Spring Release Forms must be completed prior to the end of the Fall semester.

4. If the Student is dismissed from the Living-Learning Centers for disciplinary reasons, the Student shall remove his/her belongings, relinquish his/her key to the Resident Director and shall cease to occupy the Living-Learning Centers immediately. No refund will be made to the student.

5. The Student shall be responsible and pay for any damages caused by the Student or the Student’s guests or invitees to the living quarters, furnishings, or to any other area of the Living-Learning Centers or its equipment. At the expiration of this Agreement, the Student shall leave his/her quarters in the same order and condition of repair as when he/she took occupancy, reasonable wear and tear excepted.

6. Failure to satisfy the financial obligations accrued under this Agreement may result in the following: denial of issuance or transfer of grade transcripts, denial of enrollment, eviction from the Living-Learning Centers, or cancellation of meal ticket. All of the foregoing sanctions would be pursuant to University rules and regulations governing the imposition of these sanctions as set forth in the Duquesne University Undergraduate Catalog and Code of Student Rights, Responsibilities and Conduct.
7. The Residence Life Handbook, and such alterations, additions, and modifications thereof as may from time to time be made by the University, shall be considered a part of this Agreement. The guidelines within the Residence Life Handbook shall be conscientiously observed by the Student and by guests and invitees for whose conduct the Student accepts responsibility. Failure to comply with these rules and regulations is grounds for termination of this Agreement.

8. When deemed necessary by the University, authorized University personnel reserve the right to enter the Student’s room to inspect furniture and equipment, to make repairs, and for any other reasonable purpose. This procedure is consistent with the policy established in the University Student Handbook and the Code of Student Rights, Responsibilities, and Conduct.

9. The University is not liable for property belonging to the Student which may be lost, stolen or damaged in any way. This includes damages or losses that may occur anywhere in the residence area (including storage facilities).

10. The University will not discriminate in room or hall assignments on the basis of race, color, religion or ancestry. At the time of initial assignment, a reasonable attempt will be made to assign Students to the hall and room type of choice. Failure to honor a preference will NOT void the Agreement. Room assignments are made on a first-come, first-served basis.

11. The University reserves the right to change room or building assignments, to assign roommates, or to consolidate vacancies by requiring residents to move from single occupancy of double rooms to double room occupancy in any building throughout the year.

12. All Living-Learning Centers will be closed to all students during the holiday recesses. Exceptions will be made, upon request, for those students living outside of the United States and for those students requested to be here for University functions. Room rate will be assessed but board will not be available.

13. The University is not liable for the failure or interruption of utilities or for conditions resulting from failure or interruption of the same.

14. The University does not assume responsibility for medical care beyond that offered by Student Health Service. Payment of any additional medical attention is the responsibility of the students and parents. All students are required to have health insurance and must provide proof of this insurance. However, if you do not have health insurance, there is a Student Health and Accident Insurance program available for all students.

15. The Student may be assigned to a temporary room until permanent spaces become available without reduced charges. Temporary assignments may be located in another Living-Learning Center, dormitories, three in a double room or four in a triple room.

16. The Student may not transfer his right to occupy a Living-Learning Center room to anyone else.

17. The Student will vacate the Living-Learning Center within twenty-four (24) hours after termination of this Agreement, or after the last exam of the semester, whichever occurs first.

18. Additional Dining Information: Meals are served Monday through Sunday when Duquesne is in session. There will be no reimbursement for missed meals. Meals do not carry over from semester to semester. However, Flex dollars carry over from Fall to Spring semester. Unused Flex dollars at the end of the academic year will be forfeited.

In consideration of an assignment in the University Living-Learning Centers, the Student hereby agrees to pay the room and board fees as they have been announced or as they may be adjusted. The Student has read, understands and agrees to abide by the terms and conditions of this Housing Agreement. The student is required to return two copies of this Housing Agreement at the time of application. The student will be given a copy of this Housing Agreement at the time the room assignment is made.

THIS IS A LEGALLY BINDING CONTRACT

Name
LAST
FIRST
Student ID No.
Permanent Address
STREET CITY STATE ZIP
Phone
Cell Phone
Email

Male or Female (please circle)

Please select the meal plan that best meets your needs:

☐ 175 meals + Flex Plan
☐ 200 meals + Flex Plan
☐ 225 meals + Flex Plan
☐ 275 meals + Flex Plan

Your signature verifies agreement to the policies as listed above with the understanding that this Housing Agreement is for the entire academic year.

STUDENT SIGNATURE DATE

PARENT SIGNATURE DATE

(If Student is under 18 years of age)

DATE OF BIRTH

ASSISTANT DIRECTOR OF RESIDENCE LIFE SIGNATURE DATE

Office use only

FA2015 – SP2016

Bldg.
Room
SMC
Deposit Receipt
Verified by:
Date Received
Status