



Housing & Residence Life Handbook

Welcome and General Overview

Welcome to Housing & Residence Life! We're glad you're here. This handbook is designed to help you understand what it means to live in Housing & Residence Life facilities. We'll cover everything from your contract and policies to your rights, and more. You'll also find information about how your Housing & Residence Life staff can assist you, and the services offered in all of our buildings.

Our Mission

Building learning-centered communities through individual support and respect.

Housing & Residence Life Inclusion Statement

We proudly commit to preparing our students and staff to thrive in a global community. We seek to understand and affirm all identities we serve to develop a culture where individuals challenge assumptions and engage in open discourse. Through representative staff and equitable policies, we will continue to serve the evolving needs of our diverse communities.

Non-Discrimination Statement of the University of Kansas

The University of Kansas prohibits discrimination on the basis of race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression and genetic information in the University's programs and activities.

The following person has been designated to handle inquiries regarding the non-discrimination policies:

Associate Vice Chancellor for Civil Rights & Title IX
civilrights@ku.edu
Dole Human Development Center, Room 1082
1000 Sunnyside Ave.
Lawrence, KS, 66045
785-864-6414, 711 TTY

For more information, please see the KU Nondiscrimination, Equal Opportunity, and Affirmative Action policy.

Housing & Residence Life Advisory Board

The Advisory Board recommends policy and contract changes for university-owned and operated housing. Its membership consists of student leaders from various on-campus living units, faculty and staff members, and the Director of Residence Life. The Housing & Residence Life Advisory Board serves as an advisory board to the administrative offices concerned with student housing and considers special items that may be referred from campus student government. Students are represented through campus student government organizations and a representative from the KU Student Senate University Affairs Committee.

Rights and Responsibilities

Residents in Housing & Residence Life communities possess specific individual and group rights while engaged in activities that are part of university life. With these rights, residents have reciprocal responsibilities to ensure these same rights for other residents. Housing & Residence Life staff educate residents regarding these rights and responsibilities that are associated with community living and use them as a guide in making decisions concerning resident engagement.

Residents have the right...

- To have reasonable access to their living accommodations based on a published schedule of occupancy.
- To live in a clean and secure environment.
- To access facilities and programs that support the pursuit of academic success.
- To expect a regionally competitive price on housing accommodations.
- To access to written copies of university housing rules and regulations, or individual building policies that govern individual and group behavior.
- To the respect and safety of personal property.
- To study without interruption or interference.
- To be free from unreasonable noise.
- To be free of intimidation or harassment.
- To express themselves freely within established policies and procedures as established by Housing & Residence Life, The University of Kansas and state and federal laws and guidelines.
- To expect enforcement of the housing agreement/contract and Housing & Residence Life Handbook.
- To have direct access to staff who provide assistance, guidance, and support as needed.
- To host guests, within established guidelines.
- To receive equitable treatment when behavior is in question.
- To enjoy individual freedoms regardless of race, ethnicity, gender, gender identity, national origin, disability, age, religion, sexual orientation, or political affiliation.
- To participate in resident governmental bodies.
- To express themselves individually, or by association with groups.
- To have access to individual and group social, educational, and developmental opportunities in their living community.

Residents have the responsibility...

- To adhere to rules and regulations.
- To comply with reasonable requests made by staff, university officials, or fellow residents.
- To meet payment schedules for required housing fees.
- To monitor and accept responsibility for the behavior of guests.
- To report violations of rules and regulations to appropriate staff.
- To respect the rights of others.
- To respect the diverse backgrounds and interests of others.
- To treat others in a civil manner and manage conflict in healthy and constructive ways.
- To be courteous in their academic community.

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Housing & Residence Life Policies and Adjudication Processes

Housing & Residence Life has a variety of policies that aim to develop student learning, keep housing facilities in good condition,

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Residents are responsible for the following policies while contracted with KU Housing & Residence Life:

HEALTH & WELLNESS

Alcohol

If needed for religious or cultural practices, please meet with the Complex Director/Hall Coordinator staff in your building to discuss an exception

The presence, possession, use, manufacture, or distribution of alcohol in or surrounding Housing & Residence Life facilities or activities is prohibited. Cereal malt beverages and alcoholic liquor (this includes all alcoholic beverages such as beer, wine, energy drinks with alcohol, etc.) may not be brought into or consumed in educational buildings or in Housing & Residence Life facilities. This regulation pertains to any person, regardless of age, student status, or position within or outside of the university setting. Kansas law Article 13 prohibits providing alcohol to guests under the age of 21. Adults charged with a violation of the hosting law face penalties under the law and University policy.

There is an exception to this prohibition on possession and use of alcohol for persons of legal drinking age, who possess and consume alcohol in an amount consistent with personal consumption, in the confines of individual apartments in Jayhawker Towers, McCarthy Hall, Stouffer Place, and Sunflower Apartments, as well as KU's leased spaces in HERE Apartments and Hawker Apartments. Consistent with the policy permitting possession only for the purposes of personal consumption, alcohol containers in excess of one liter, including kegs and party balls, are prohibited in all Housing & Residence Life facilities.

All who are present or are a party to an alcohol policy violation will be subject to further action under the University and Housing & Residence Life conduct process, regardless of their participation level. The irresponsible use or misuse of alcohol by any resident, whether or not of legal drinking age, and any inappropriate behaviors that results from consumption of alcohol, including the inability to exercise care for one's own safety or the safety of others due in whole or in part to alcohol consumption, is considered a violation of the Housing and University alcohol policy. Being under the influence of alcohol, even when the use of alcohol is permitted by University policy, is not an excuse for misconduct or failing to follow University and Housing & Residence Life rules and policies.

In addition, the following are prohibited:

- Hosting a gathering where alcohol is consumed by minors.
- Participating in high-risk alcohol consumption. Examples include, but are not limited to, kegs or significant amounts of alcohol, beer pong, flip cup, and/or other drinking games, inability to function without assistance, incoherence, disorientation, unconsciousness, loss of control of bodily functions, community disruption, and/or endangering self and/or others.
- Possessing devices to rapidly consume alcohol. Examples include, but are not limited to, beer bongs and funnels.
- Containers once containing any alcoholic beverage are prohibited in the residence halls, scholarship halls, and in apartments where the occupants are not at least 21 years of age. This prohibition includes, but is not limited to, beer cans or bottles, liquor bottles, wine bottles, kegs, funnels, beer bongs, and/or flasks. Discovery of an alcoholic beverage container or other alcohol paraphernalia will require immediate discarding of the item, container and contents, if any, in the presence of a staff member.

Drugs

The illegal possession, illegal or inappropriate use, or presence of drugs is prohibited.

Policy violations include, but are not limited to:

- Possession and/or use of drugs and/or controlled substances is prohibited. Examples include, but are not limited to, inhaling, injecting, or ingesting.
- Manufacturing, growing, selling, providing, and/or distributing drugs and/or controlled substances is prohibited.
- Possessing drug paraphernalia is prohibited.
- Misuse of prescription medications of any kind is prohibited.
- Inhaling, injecting, or ingesting any substances that may alter your mental state not directed by a medical professional is prohibited.
- Possession of prescription medications other than those prescribed to and in possession of the resident.
- Hosting a gathering where drugs and/or controlled substances are present and/or consumed is prohibited.

Self Care and Consenting Behavior

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is prohibited in buildings operated by KU Housing & Residence Life. All KU Housing & Residence Life buildings are tobacco-free. View the full Tobacco Free KU policy.

Public Health

Residents are prohibited from engaging in behavior that poses a public health risk to themselves or others. Examples of this include, but are not limited to, excessive trash in a residential space, unsanitary cooking practices, defecation, urination, vomiting in places outside of a restroom, and/or not following public health guidelines implemented by the University or Housing & Residence Life.

GENERAL EXPECTATIONS

Cooperation with Staff

Residents and guests must comply with any staff member's reasonable request. Examples include, but are not limited to, providing accurate information, remaining at the scene of an alleged incident until dismissed by staff, providing one's KU ID Card upon request, complying with instructions when staff members are performing job tasks, complying with posted instructions on University and Housing & Residence Life signage, and completing assigned sanctions for policy violations.

Guests/Visitation

Residents may only host guests in responsible ways. Residents may be held responsible for the actions of their guests, including billing for any damages caused by the guest. Guests who violate policies or are disruptive to the community may be required to leave by a Housing & Residence Life staff member or the KU Public Safety/KU Police Department Office. Guests are expected to abide by all University and Housing & Residence Life policies. This includes, but is not limited to:

- When a resident hosts guests, the resident must escort the guests at all times. Only a resident of the building may serve as the host.
- A resident may host a guest in their unit (room, suite, or apartment) with prior express consent of all contracted residents of the unit.
- Residents are responsible for completing a roommate agreement that will include mutually agreeable expectations that define guest visitation and privileges. A resident's right to privacy prevails over a resident's privilege of hosting guests.
- A guest may not stay more than three consecutive nights in any community without prior approval, in writing, from the community's Complex Director/Hall Coordinator.
- Only contracted residents assigned to a specific unit may live there. Co-habitation, sub-letting, or receiving compensation of any kind for the use of a contracted space is strictly prohibited.
- Residents and guests may not sleep in public areas of any community.

Resident Conflict

Residents are expected to resolve disputes in a cooperative manner. Residents are encouraged to resolve their disputes using conflict resolution practices on their own or guided by the assistance of housing staff. If resolution practices between residents are not effective, Housing & Residence Life will administratively relocate residents, pending space availability. Additionally, Housing & Residence Life may require specific behavior compromises between residents in the interim should alternate space not be available.

Misleading Representation of Housing & Residence Life

Residents are prohibited from misrepresenting Housing & Residence Life.

- Residents are prohibited from using Housing & Residence Life's brand, images, names or other identifiable information for personal use or gain.
- Designs for signage, t-shirts, murals, etc. need to be submitted to the Complex Director/Hall Coordinator for approval.
- Residents are prohibited from falsely representing themselves, or acting as, any Housing & Residence Life facility, agency, organization, representative, staff, or the kind.

Discrimination of Information

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Disorderly or Disruptive Conduct

Residents are prohibited from engaging in behavior that unreasonably interferes, disrupts, or obstructs Housing & Residence Life communities, activities, or individual members and/or their guests.

Noise/Quiet Hours

Residents are expected to keep disruptions caused by noise to a minimum.

- 24-hour courtesy hours - Residents are prohibited from creating noise such that the volume disrupts community members.
 - If a resident asks another to lower their volume, the request should be honored. If someone believes a request isn't unreasonable, the resident can consult with Housing & Residence Life staff.
- Quiet hours – Residents are required to observe posted quiet hours in all Housing & Residence Life facilities. Additional quiet hours may be established by your floor, hall, or unit.
- Extended quiet hours - final examinations – Residents are required to observe a 24-hour quiet hour policy during final examination periods.
 - Those alleged to have violated this policy may be asked to vacate the unit or building immediately due to the potential impact to the community during known exam periods.
- Amplified instruments - Residents are prohibited from using amplified instruments in their assigned spaces.
 - Due to the unique nature of subwoofer sound to travel throughout the building, subwoofers are prohibited in assigned spaces.

- Amplified instruments may only be played in facilities approved by the Complex Director/Hall Coordinator. All speakers and musical instruments may only be played in accordance with the noise policy.

Keys, Locks, and KU Card Misuse

Housing & Residence Life buildings are locked 24/7, with designated entry doors in every facility that are controlled by card access readers. Residents in Housing & Residence Life are required to have a KU- issued identification card through the KU Card Center prior to checking in to the facility. A temporary access cards may be issued for up to 7 days. An administrative fee of \$25 per week will be charged for failure to acquire the KU Card. Access to KU Dining may also be limited until the KU Card is acquired.

Upon check-in to Housing & Residence Life, residents are issued a key and/or access device to their assigned space. Unauthorized possession, duplication, or use of keys or KU Card in any University facility, or unauthorized entry or access to University facilities is prohibited. Keys and KU Card must remain in the possession of the person to whom they are issued and may not be used by another person. Installation of additional locks (keyed locks, chain locks, deadbolts) is prohibited.

- If you lose your KU ID card or key immediately inform a staff member so that your room can be secured. Replacement keys will result in a lock change and the student will be responsible for associated costs.
- Residents are prohibited from requesting keys to residential spaces of which they are not assigned.

Lock-Out Process

Housing & Residence Life strongly encourages residents to carry their keys at all times, to lock their doors, and to take responsibility for their own security. If residents lock their keys in their room or temporarily misplace their key, they can go to the front desk and request a temporary lock- out key.

When needing assistance:

- To receive a lock-out key, the resident must present their KU Card. If the card is not available, questions verifying personal information may be asked.
- Only residents of the room or apartment may request access.
- A lock-out key may be checked out for a maximum of 2 hours. Late return may result in a \$50 lock change charge.
- Students are provided one complimentary free “lock-out” each semester. Each subsequent lock-out results in a \$20 service charge.

Front Desk Operations

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and kept in a secure area. Desk staff will log packages into the system and residents will receive a notification email to their KU email address and should go to the front desk of their building for pickup. After showing the desk assistant their KU ID card, residents may collect their package. Students can receive packages and mail throughout the school year. Over university break periods, mail and packages will be distributed through a centralized mail room. Information on the location and hours of the break mail room operation will be included in package notification emails. Please refer to housing.ku.edu/desk for additional information on Mail & Packages and building addresses.

Violation of or Failure to Follow Policies or Regulation

Residents are required to adhere to all policies and processes communicated by Housing & Residence Life. This includes, but is not limited to, posted signs, formal email communication, this Housing & Residence Life Handbook, and reasonable staff interactions (e.g., a request for identification). Violation by a resident of federal, state, or local laws, or the policies or regulations referenced within this document, is prohibited.

Gambling

Residents are prohibited from gambling in or surrounding Housing & Residence Life buildings or activities. Gambling is defined as the wagering of money or other valuables on the outcome of events. Examples include, but are not limited to, card and dice games, sport pools, lotteries, raffles, internet gambling, gambling devices and gambling machines.

Sports

Residents are prohibited from engaging in behavior in or surrounding Housing & Residence Life buildings or sponsored activities that includes, but is not limited to: indoor sports, roughhousing, indoor running, scaling exterior walls, accessing roofs, jumping over balconies, misusing or damaging fire safety equipment, indoor skateboarding, indoor hoverboards or scooters, and similar devices.

Pets

Residents and guests are prohibited from bringing pets into Housing & Residence Life facilities. The only pets allowed in Housing & Residence Life facilities are fish in aquariums of 20 gallons or fewer. Please see “Animals – Service & Emotional Support” below for policies regarding ESAs and Service Animals on campus. Animals that are found in buildings that are not fish or approved ESAs or Service Animals will be told to leave the premises immediately.

Emotional Support and Service Animal Care and Management

ESAs and Service Animals in Housing & Residence Life facilities must be pre-approved through the Student Access Center before the animal is brought into Housing for the first time. Residents will submit requested documentation to the Student Access Center for review. A confirmation of verified need and documentation will be sent by the Student Access Center to Housing. Housing & Residence Life will consider the request to determine if the housing facility (a student’s room type) can reasonably accommodate the animal. Animals in housing facilities that are not pre-approved will be removed until appropriate documentation and approval is verified. Failure to have an unapproved animal living in a housing area may result in student conduct action and restitution for cleaning fees associated with the unapproved animal.

Residents must care for their approved Emotional Support Animal (ESA) or Service Animal. This includes taking care of the animal's basic needs, cleaning and disposing of waste, and arranging for emergency care for the animal if the owner is unable to tend to the animal. Additionally, the resident must assist in maintaining an environment that is conducive to community living. This includes, but is not limited to, keeping noise from the animal to a minimum and ensuring others’ safety when engaging around or with the animal.

Additionally, when staff are interacting in the resident’s space (to perform service requests, health and safety inspections, etc.), the resident must be in control of the animal at all times.

Lastly, residents approved for an ESA or Service Animal must complete a questionnaire sent to them via email by Housing & Residence Life or meet with a Complex Director/Hall Coordinator to discuss the relevant policies and expectations regarding having an animal in the building. The result of the questionnaire and/or conversation is an agreement with the resident acknowledging their responsibilities.

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any person. This includes threats of violence, intimidation, or coercion that may cause harm to an individual or may cause fear for the safety of self or others.

Sexual Misconduct

Residents are prohibited from engaging in sexual acts against someone's will by force, threat of force, coercion, or in situations in which an individual is unable to give consent. Further, sexual intercourse with someone who doesn't consent either because they are 1) overcome by force or fear; 2) unconscious or physically powerless; 3) incapable of consenting because of mental deficiency or disease, or under the effect of alcohol or drugs when known or reasonably apparent to the offender are prohibited. Unwelcome contact with or touching of another person’s genitals, breasts, buttocks, or other unwelcome physical contact of a sexual nature intended to arouse or satisfy the sexual desires of the individual making the contact or a third party is prohibited. The University of Kansas prohibits sexual harassment and is committed to preventing, correcting, and disciplining incidents of unlawful harassment, including sexual harassment and sexual assault.

For more information from the Institutional Opportunity and Access, see the Sexual Harassment Policy page.

Harassment, Racial and Ethnic Harassment or Discrimination

Residents are prohibited from engaging in harassing or discriminatory behavior that is motivated by race or ethnicity. The University of Kansas and Housing & Residence Life are committed to programs and activities that are free of racial or ethnic discrimination. Racial and ethnic harassment is a form of illegal discrimination and is contrary to the nature and mission of our institution. View the

full University of Kansas policy on Racial and Ethnic Harassment.

Harassment, Protected Identity Based Harassment or Discrimination

Residents are prohibited from engaging in harassing or discriminatory behavior that is motivated by a protected identity (race, color, ethnicity, religion, sex, national origin, age, ancestry, disability, status as a veteran, sexual orientation, marital status, parental status, gender identity, gender expression and genetic information). The University of Kansas and Housing & Residence Life are committed to programs and activities that are free of identity-based harassment or discrimination. Identity-based discrimination (as listed above) is a form of illegal discrimination and is contrary to the nature and mission of our institution. View the full University of Kansas policy on Racial and Ethnic Harassment

Harassment, General

Residents are prohibited from engaging in harassing behavior or materials (regardless of method or medium). This includes any comment, action, or behavior that is so severe, pervasive, discriminatory, or objectively offensive that it reasonably interferes with the ability of a resident to fully participate in the services, activities, and privileges of the residential community.

Inappropriate Possession or Use of Property

Residents are prohibited from using, taking, attempting to use or take, destroying, or being in possession of, property of or from another person or entity without prior approval of the owner of said property. Residents may not have signs in their rooms which are intended for use in other places. This includes traffic signs, road construction barricades, Housing & Residence Life or University signs, etc. State law forbids personal possession of road signs. Additionally, no private businesses shall be established or operated on the premises of any University-operated housing.

Burglary/Theft

Residents are prohibited from unlawfully entering Housing & Residence Life facilities, (building, student room, secured space, etc.) with intent to commit a larceny or felony; breaking and entering with intent to commit a larceny, safecracking, lock tampering or picking, and all attempts to commit any of the aforementioned is prohibited. This includes taking or attempt to take anything of value from the care, custody, or control of a person or persons by force or threat of force, violence, being in possession of property that is stolen or causing the victim fear is prohibited

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- c. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a taser, however other personal stun guns are not deemed to be a weapon for purposes of this policy.
- d. Incendiary, explosive, or gaseous devices, including, but not limited to, bombs, mines, grenades, rockets having a propellant charge of more than four ounces, or missiles having an explosive or incendiary charge of more one-fourth ounce.
- e. Any incendiary or explosive material equipped with a fuse, wick, or other detonating device.
- f. Any tear gas bomb or smoke bomb; however, personal self-defense items containing mace or pepper spray shall not be deemed to be a weapon for the purposes of this policy.
- g. Any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure, or any knife having a blade that opens by the force of gravity or by an outward or downward thrust of movement.
- h. Any straight-blade knife of four inches or more, except culinary knives designed for and used solely in the preparation or service of food
- i. Any martial arts weapon such as nunchucks or throwing stars.
- j. Any longbow, crossbow and/or arrows, or other projectile that could cause serious harm to any person.
- k. Any replica-like or authentic looking weapon, including Nerf or water guns, that resemble an actual weapon.
- l. Any open carry or open display of any firearm in or around Housing & Residence Life facilities is prohibited. Exceptions to this are for instances of self-defense or transferring the handgun to safe storage.
- m. Possession of a firearm under the influence of drugs or alcohol is prohibited

Pursuant to state law K.S.A. 75-7c20, any individual who is 21 years of age or older and lawfully eligible to carry a concealed handgun in Kansas may do so, including in Housing & Residence Life facilities. (By federal regulation, individuals with a nonimmigrant visa may not possess or receive firearms or ammunition.)

Individuals age 18-20 are able to carry a concealed handgun if they have taken required training and acquired a provisional concealed carry license.

The state of Kansas also offers reciprocity of valid concealed carry licenses from other states.

A handgun is defined as a pistol or revolver designed to be fired by the use of a single hand. Each individual is solely responsible for carrying, storing, and using their handgun in a safe manner and in accordance with the law. An individual who carries a concealed handgun on campus must take reasonable measures to conceal the handgun on their body or in a bag, purse, or backpack kept in their custody and control. KU policy requires that concealed handguns must be in a holster that completely covers the trigger area and secures the hammer in an un-cocked position with a strap. Semiautomatic handguns must be carried without a chambered round of ammunition.

It is illegal to possess a firearm under the influence of alcohol or drugs. Kansas Board of Regents policy prohibits brandishing any handgun. Open carry or open display of any firearm in a residence hall is prohibited, except for instances of self-defense or transferring the handgun to safe storage. When not on the person, a concealed handgun must be stored in a secure storage device, such as a gun safe. Residents are responsible for providing their own gun safe.

For information and guidance on “Concealed Carry,” please visit the KU Concealed Carry website and KU’s weapons on campus policy.

FACILITY USE

Each resident is responsible for keeping University-owned property in good condition. Residents should carry personal property and liability insurance. The University assumes no responsibility for losses, damages, or injuries of any kind occurring to persons or property in on-campus housing.

Damage Billing

Students will be held financially responsible for any damages, lost property, or unusual service or repair to their rooms found to be caused by accident, neglect, or intent. Damages will be assessed by Housing & Residence Life staff throughout the year, and as a resident vacates their assigned space. If present for the inspection, the staff member may communicate an estimate of damage billing to the resident. Damage billing will be added to the resident’s KU account. KU Housing & Residence Life may enter a resident space-- including common spaces-- to assess damages post a resident moving out. Notice is not required for damage assessment checks in empty or partially occupied spaces.

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Trash

Residents are prohibited from placing or leaving trash in areas other than those designated for trash disposal. Accumulation of trash within living spaces is prohibited. If Housing & Residence Life believes a space has significant buildup of trash within a contracted unit, they may determine entry to the unit is necessary in order to perform a Health and Safety inspection. See “Health and Safety Inspection” section below for more information. Residents are responsible for disposing personal trash in areas designated for trash disposal. Residents may be billed for the removal of trash when residents have not removed trash or property from common spaces or assigned rooms.

Misuse of Technology

Residents are prohibited from using technology within Housing & Residence Life facilities, or by using Housing & Residence Life provided internet access, in ways that violate federal, state, or local laws. Additionally, residents are prohibited from engaging in technology as a way to inflict violence (see policy on violence above) or generally recording without the consent of all individuals present.

Disposal of Sharp Objects

Residents are prohibited from disposing sharp objects such as razor blades, broken glass, and needles (hypodermic, sewing, etc.) in a way that could cause harm to others. These items must be discarded in sharps containers that can be obtained from custodial staff due to potential for injury. If a resident needs assistance with disposing of sharp objects due to size or safety, Housing & Residence Life staff

can provide assistance.

Vandalism

Residents are prohibited from causing damage, defacement, alteration, or destruction of property that belongs to another, including University property, state property, Housing & Residence Life property, or other residents' or guests' property. This includes non-permanent alterations, damage, or acts that cause staff to need to clean, close, repair, or otherwise address a space. Additionally, this includes electronic networks and infrastructure, and personal computers, tablets, smart phones, and electronic devices located within or surrounding Housing & Residence Life buildings.

Gardening

Residents are prohibited from planting vegetation of any kind in or around the exteriors of Housing & Residence Life property. Any vegetation in said locations may be subject to immediate removal.

Surfaces, Roofs, and Sunshades

Residents are prohibited from climbing interior or exterior surfaces or being present on rooftops or sunshades. Placing items on sunshades or climbing onto sunshades is also prohibited. Being present on rooftop and/or sunshade can result in termination of the resident housing contract.

University Provided Furniture and Private Property in Common Spaces

Residents are prohibited from removing University provided furniture from its designated location. Common area furniture may not be moved between common areas or to private residential spaces. Any furniture provided by Housing & Residence Life may not be removed from residents' rooms. Common living space furniture within student rooms shall remain in the common space. If common area furniture is found in rooms or apartments, costs to relocate the furniture may be assessed to the residents of the space where the furniture is discovered.

Personal property may not be placed in common spaces in the residence halls, scholarship halls, or apartments. Residents may not donate or purchase items to be left in common areas within the residence halls, scholarship halls or apartments.

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Transportation Devices

Transportation devices (i.e., bicycles, scooters, hover boards, mopeds, motorcycles, any fuel-operated machines, etc.) are prohibited within and outside directly adjacent to the buildings and in high traffic pedestrian areas (i.e, front entry ways of buildings, etc.).

- Bicycles, scooters, and mopeds are to be stored in the racks outside the building and may not be placed in stairwells or chained to stair rails, fences, or posts.
 - An exception request for the storage of a bicycle or non-electric/non-motorized scooter may be sent to the Complex Director/Hall Coordinator.
- Motorcycles must be parked outside in accordance with KU Parking regulations.

OCCUPANCY AND ADMINISTRATION

Improper Check-Out

Residents are prohibited from checking out of rooms improperly. To check out of a space properly, residents must return any keys to their assigned unit to the building's front desk and follow all instructions provided by Housing & Residence Life staff. All personal belongings and trash must be removed from the space. Any property left by the student after the student checks out of the space (or when staff administratively check the student out of the space due to an improper check-out), may be considered abandoned and be discarded immediately. Failure to follow correct procedures may result in additional charges. Examples include, but are not limited to, excessive cleaning, door lock re-core, labor for disposal of property.

Room Change

Residents are prohibited from changing rooms without prior approval from Housing & Residence Life. Room changes must be requested to and approved by Housing staff. This includes requests to move within a suite or apartment. There are various times throughout the semester when residents will not be permitted to move (housing freeze). Outside of these times, residents may submit a request to move through the KU Housing portal. Staff will review requests and work with the resident to find a space that meets their needs. Room changes are not guaranteed and depend on availability, staffing, and other operational elements.

Room Access

Residents are prohibited from changing rooms without prior approval from Housing & Residence Life. Room changes must be requested to and approved by Housing & Residence Life staff. This includes requests to move within a suite or apartment. There are various times throughout the semester when residents will not be permitted to move (housing freeze). Outside of these times, residents may submit a request to move through the KU Housing portal. Staff will review requests and work with the resident to find a space that meets their needs. Room changes are not guaranteed and depend on availability, staffing, and other operational elements.

Intimidation, bullying, harassment, or any perceived coercive behavior directed at another student to have them move or swap space is not permitted.

Vacant Spaces

Residents are prohibited from occupying residential spaces of which they do not have a contract for, including specific bed spaces. If a resident has a vacancy in their room, suite, or apartment, the vacancy must be kept clear of belongings, clean, and ready to receive a resident at any time. A current resident may request to be moved to an open bed space in their room by submitting a move request in the housing portal. Housing & Residence Life staff will attempt to communicate with any current resident if the vacant space will be occupied by an incoming resident, and no notice is required to move a resident into a vacant space. At times, Housing & Residence Life staff need to confirm the vacant space is ready to receive a resident. Housing & Residence Life may enter a resident space — including common spaces — to assess damages post a resident moving out. Notice is not required for vacancy or damage assessment checks.

Failure to Vacate

Residents are prohibited from occupying Housing & Residence Life spaces without a housing contract. Additionally, residents must be enrolled students at the University of Kansas in order to be eligible for housing in Housing & Residence Life facilities. If a resident is under-enrolled or not enrolled in classes, they may be instructed to vacate Housing & Residence Life facilities. Additionally, residents

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Lite facilities. There are designated locations and University processes to follow if residents would like to use outdoor grills.

Emergency/Fire Safety Equipment

Residents are prohibited from altering or damaging (intentionally or through negligence) fire safety equipment is prohibited. Fire safety equipment includes, but is not limited to, smoke/heat detectors, sprinkler heads, fire extinguishers, pull stations, exit signage, alarm panels, exterior doors, fire escapes, etc.

Activating or using fire safety equipment without reasonable cause is prohibited. Repeatedly causing activation of a fire safety equipment due to misuse of, or within, Housing & Residence Life facilities is prohibited. Residents are expected to utilize fire safety equipment responsibly and within the intent of the equipment.

Residents must also vacate the building when fire safety equipment or staff notify residents of an emergency requiring evacuation. Residents must exit the building in a timely and orderly manner, regardless of whether an emergency exists.

Fire Hazards/Appliances

If needed for religious or cultural practices, please meet with the Complex Director/Hall Coordinator staff in your building to discuss an exception

Residents are prohibited from using or being in possession of the following items and/or practices:

- Items with open flames: candles (with or without wick), incense, etc.
- Items with exposed heating elements: air fryers, toasters, toaster ovens, electric skillets, rice cookers, crock pots, wax warmers, etc.
- Items with high risk of malfunction and combustion: extension cords, unprotected multiple socket plugs, halogen lights, space heaters, resident provided air-conditioning units, resident provided washer/dryer, artificial greenery, combustible decorations
 - Electrical cords cannot run under carpeting, cords may not be frayed or in disrepair, and direct splicing into the outlet is prohibited
 - Caution should be exercised when using excessive electronic devices due to the potential for electric shock, circuit breaker reset, or fire. If deemed unsafe, all items must be taken down.
- Items that act as explosives or accelerant materials/liquids: lighter fluid, fireworks, butane, gasoline
- Altering, hanging, covering, removing, destroying or otherwise tampering with life safety equipment (smoke detector, sprinkler, emergency exit sign, etc.)
- Cooking in non-kitchen spaces is prohibited

Housing & Residence Life permits the use of microwaves, refrigerators, and coffee pots in student rooms. Refrigerators in residence halls and scholarship hall rooms may not exceed 4.5 cubic feet and microwaves may not exceed 1000 watts. Only one unit may be plugged into an outlet.

In Housing & Residence Life apartment units with kitchens (Jayhawker Towers, Stouffer Place, McCarthy Hall, Sunflower, and Hawker), the responsible use of counter-top cooking appliances is permitted. Examples include, but are not limited to, air fryers, toasters, toaster ovens, contact grills, rice steamers, crockpots, etc. Appliances should be clean, in good repair, and attended while in use. The use of these appliances is limited to the kitchen.

All approved appliances, electrical devices, and cords must be Underwriters Laboratory (UL) approved. Surge protector strips may be used. Total electrical usage should not exceed that which can be provided by one surge protector strip per outlet and should not overload, short, or create line disturbances.

HOUSING & RESIDENCE LIFE CONDUCT PROCESSES

Overview

Housing & Residence Life partners with the office of Student Conduct and Community Standards in order to adjudicate non-academic misconduct. The two offices share cases through the Code of Student Rights and Responsibilities and the Housing & Residence Life handbook. Both offices aim to enact an educational and restorative process.

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Determining Housing & Residence Life Policies

When determining and creating policies, Housing & Residence Life considered three main areas:

1. Residents should abide by local, state, and federal laws and should abide by University policies and regulations.

Residents are expected to abide by the University of Kansas Code of Student Rights and Responsibilities and all city, state, and federal laws. Conduct must also be consistent with policies outlined in the Housing & Residence Life Contract and Housing & Residence Life Handbook. These regulations, together with the rules of the University of Kansas governing bodies relating to student conduct (e.g. University Senate and the Housing & Residence Life Advisory Board), and generally accepted standards of social behavior, are part of the agreement to live here.

2. Residents should show respect for all individuals in their community.

Successful group living can be achieved only through the cooperative effort of each resident. Each resident must be aware of their rights and privileges and equally aware of the rights and privileges of others. Each resident should expect their rights will be respected and, in a similar manner, each resident must avoid infringing on the rights of others.

3. Residents should be mindful of personal safety.

Residents should keep in mind that neglecting personal safety can, and often does, have an impact on other residents and staff.

Each resident is a part of a larger community. Residents are advised to be mindful of the implications of their personal choices on that community.

Housing & Residence Life Conduct Process

The following principles are fundamental to the Housing & Residence Life conduct process:

- Each student's experience is unique, and each student should be treated as an individual.
- The conduct process encourages student learning through self-reflection, educational discussion, sanctioning and exercising student rights and responsibilities.
- The process fosters student learning, accountability and personal and social responsibility, aiming to prepare students for successful citizenship within KU and the world around them.
- The process strives to be restorative and educational, repairing harm when possible and returning feelings of dignity, self-worth, security, and confidence for students and their community, through outcomes that are restorative and developmental.
- All students have a right to privacy, to information relevant to their conduct case, to receive timely and thorough notice of concerns, to be heard by an objective party, and to have the opportunity for an appeal.

Student's Rights through the Conduct Process

The following are rights residents have throughout the conduct process:

- Receive notice including policies being considered, summary of incident, and date/time of meeting. Residents have the right not to participate in the conduct process.
- Present your version of the events in question. Residents have the right to an advisor.
- Be accompanied by up to 3 advisors. Residents have the right to appeal (see the appeal process below).
- Have witnesses present information on your behalf.
- Not participate or answer questions during the meeting.
- Question any statements presented (directly or indirectly).
- The hearing officer being impartial.
- Appeal the outcome of the meeting.

Outline of the Process

- 1. Incident Reports: Incident reports are informational documentation of a staff member's perspective of the incident in question.**

Once submitted by a staff member, incident reports are automatically forwarded to the community's Complex Director/Hall

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If a resident is documented for allegedly violating a policy, the resident is sent a hearing notification to their KU e-mail address. The notification contains the alleged policy violations, the date, time, and location of the hearing, and hearing officer's name, contact information, and other pertinent information. If the resident cannot attend the hearing at the time scheduled, the resident must contact the hearing officer to reschedule. Hearings are typically scheduled with reference to a resident's academic schedule.

- 3. Hearing: A hearing is when the hearing officer and resident meet to discuss the incident in question.**

Housing & Residence Life conduct hearings are administrative. Each resident thought to be involved in said incident will meet individually with a hearing officer. During the hearing, the resident and the hearing officer will review the resident's rights, conduct process, incident report, and the policies involved. The hearing officer listens to the resident's explanation and asks questions to collect additional information before making a decision on each policy in question. The hearing officer will also seek to clarify any misunderstandings about the involved policies, the resident's role in the community, and the impact the incident had on the community. The hearing officer likely will not make a decision about the case while in the meeting with the resident.

- 4. Hearing in absentia: A hearing in which the resident chooses not to participate in.**

Hearing in absentia is when a resident chooses not to participate in the student conduct process. Residents have the right not to attend a hearing, however the hearing officer still needs to adjudicate the conduct and make a decision on the case. If a resident does not participate in the hearing, the hearing officer may hear the case in absentia; using the information they have to make the best decision they can.

5. Hearing summary: A hearing summary is a notification sent by the hearing officer with their decisions from the hearing.

After a hearing, the hearing officer will decide the resident's responsibility for the policy violation/s and their status with Housing & Residence Life. If the resident is found responsible for a violation, the hearing officer will assign appropriate sanction/s. All sanctions must be completed by the deadline or further disciplinary action may result. Students with incomplete sanctions will have an administrative hold placed on their university account. This hold will prevent students from conducting specific university business, such as enrolling in classes for upcoming semesters. A hearing summary letter will be sent to the resident's KU e-mail address.

6. Appeal: An appeal is defined as a review of the original case.

During an appeal, the burden is placed on the appealing student or student organization representative to demonstrate why the finding or sanction should be changed. Residents have the right to appeal a hearing decision and must do so in writing within five working days of the decision being communicated. Each hearing summary letter contains the name and contact information for the appeal officer.

Appeals may be based only on the following grounds:

Excessive Sanctions

A resident may appeal the decision of a hearing officer if the hearing officer assigned sanctions to the resident that are excessive. Although Housing & Residence Life does not follow sanctioning mandates, there are common sanctions for common policy violations, and hearing officers have discretion to assign sanctions they believe will assist in resolving the case. Cost associated with a specific sanction is not grounds for an appeal based on excessive sanctions. The burden shall be on the appellant to identify how a sanction is excessive.

Failure to Follow Procedures

A resident may appeal the decision of a hearing officer if the hearing officer failed to follow required procedures. However, if the failure to follow procedures was harmless, that is, did not prejudice the appellant, the hearing officer's decision may be upheld. The burden shall be on the appellant to identify the prejudicial effects of any alleged procedural error.

New and Relevant Information

A resident may appeal the decision of a hearing officer if the resident becomes aware or in possession of new and relevant information pertaining to the case that was not available at the time of the hearing. The burden shall be on the appellant to identify, produce, and give context to any new information.

The written request for an appeal stating the specific grounds upon which the appeal is based must be received by the appeal

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letter.

***Note if a resident has been found responsible for Code policy violations (University policies) in addition to Housing & Residence Life policy violations and would like to appeal both Code and Housing policies, the resident must appeal Housing policy decision to Housing & Residence Life, and Code policy decisions to the University Governance Office. For more information, please refer to the KU Student Affairs appeal process.**

Inclusive Conflict Excellence: Alternative Conflict Resolution (ACR)

If all persons personally and directly affected by the conflict agree to resolve the complaint through an alternative conflict resolution (ACR) process (i.e. mediation, restorative justice), and the hearing officer believes that the alternative conflict resolution process is an appropriate form of resolution, the hearing officer will make arrangements for the alternative conflict resolution. Alternative conflict resolution is not appropriate for all complaints, and eligibility to engage in ACR is the ultimate decision of a hearing officer. ACR is a voluntary process that may or may not result in an agreement. If an agreement is reached by the parties involved, the case is resolved and parties are responsible for completing any agreed-upon sanctions. If an alternative conflict resolution agreement is not reached or upheld, the complaint will be referred to an administrative hearing.

Sanctions

Incidents vary in seriousness. The intent of sanctions is to be restorative and educational. Factors considered when determining sanctions are: the level of harm to self or others, degree of disruption, damage to facilities, repeated or pattern of behavior, the totality of conduct record, and more. When a resident has been advised that they violated a policy, it is expected the resident stop the behavior and that the violation will not be repeated. If a specific policy violation is repeated, or a pattern of policy violations develop, or multiple

policies are violated, the resident may expect stronger sanctions, including, but not limited to, contract cancellation. If a contract is cancelled by Housing & Residence Life due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract. Failure to complete sanctions by the assigned due date may result in further conduct action, a hold on the student's account, and/or contract termination. A hold on a student's account will prevent the student from engaging in certain University business, such as future enrollment or making records requests until the sanction is complete.

Possible sanctions

Accountability sanctions – Accountability sanctions are sanctions that impact a student's status in Housing & Residence Life. When a student has an active accountability sanction/status, their ability to engage in some University activities may be impacted (e.g., being hired as a Housing staff member).

- **Notice of Concern:** A Notice of Concern is a letter hearing officers use to address minor violations of Housing & Residence Life policies (i.e., minor maintenance, health, and safety concerns). The letter will be sent to the resident's KU email address and document how and when the issue was discovered and corrected. Residents will be notified when staff will return to ensure compliance with the request.
- **Warning:** A warning is a sanction that communicates continued or escalated behavior against Housing & Residence Life Policies will likely result in escalated sanctions. No action from the resident is needed.
- **Conditional Standing:** Conditional Standing is a sanction that may require the resident to participate in an educational sanction and/or refrain from particular behaviors during the duration of the contract period. This status is often limited to a specified time period.
- **Probation:** Probation is a sanction that communicates to the resident that if they continue to violate Housing & Residence Life policy, Housing & Residence Life will likely cancel the resident's housing contract. If a contract is cancelled by Housing & Residence Life due to a resident's misconduct, the resident will be responsible for all fees associated to the original student contract.
- **Room or Hall Reassignment:** A resident may be reassigned to another room or another hall when the offense is harassment, assault, battery, mistreatment of staff, or the resident's behavior is determined to be disruptive to the community.
- **Interim Relocation or Removal:** Under the terms of the Housing & Residence Life contract, "A housing contract may be immediately suspended and the resident required to vacate the premises when circumstances indicate that the resident's continued presence in the living unit may constitute danger, or threat of danger to property, the resident, or others in the housing system. Housing & Residence Life contracts of residents who are arrested for alleged criminal acts or against whom criminal charges are pending may be suspended under this policy." Residents will be asked to leave the facility immediately. Residents will be given the date and time of a hearing to take place within five class days, during which the resident may demonstrate why his or her continued presence in the housing unit does not constitute a danger or threat of danger to others, the resident, or property."

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the educational sanction will directly address the policy violation. Exceptions to this include, but are not limited to, the hearing officer assigning educational sanctions on something that was discussed in the hearing, but not part of the actual case. Some examples of common educational sanctions include, but are not limited to:

- **Hawk Habits –** Hawk Habits is a partnership between Housing & Residence Life and the Student Conduct & Community Standards Office that incorporates the framework of self-authorship and is designed to explore students' values/morals/ethics, personal decision-making, and personal accountability.
 - Fees are charged to the resident for the costs associated with these programs.
- **Choices and Daily Life –** These programs are offered through the Health Education Resource Office (HERO) at the University of Kansas. Health Education Resource Office staff work with students either on a one-on-one or small group basis to offer prevention health education as well as tips and tools for navigating a variety of real-life situations in a judgment-free and empathetic way.
- **Reflection papers –** reflection papers are used to help the resident reflect on the incident, their behaviors, the policy, or other relevant themes.
- **Campus partner connections –** meeting with campus partners to learn more about services and resources

Restitution sanctions – Restitution sanctions are sanctions that result in an amount billed to the resident due to the resident's actions which caused damage to property.

- **Financial Restitution - Housing:** In situations where damage has occurred to University property or there is clean-up, repair or replacement costs, a resident may be required to pay for the costs incurred.
- **Financial Restitution - Student:** In situations where a resident has violated a Housing & Residence Life or University policy and there are clean-up, repair or replacement costs to another student or the guest, a resident may be required to pay for the costs

incurred.

It is important to note that additional systems governing behavior of residents (i.e., Code of Student Rights and Responsibilities, state, and national laws), may also levy charges depending upon the severity of the situation.

Housing & Residence Life may adjudicate situations under the terms of the Housing contract even when there are judicial decisions pending from other entities.

PARENT NOTIFICATION POLICY

Students under the age of 21:

The University of Kansas will implement the following parental notification provision of the Family Education Rights and Privacy Act: 34 CFR 99.31(a)(15)(i):

The disclosure is to a parent of a student at an institution of postsecondary education regarding the student's violation of any federal, state, or local law, or of any rule or policy of the institution, governing the use or possession of alcohol or a controlled substance if

- A. The institution determines that the student has committed a disciplinary violation with respect to that use or possession; and
- B. The student is under the age of 21 at the time of the disclosure to the parent.

Specifically, when the University of Kansas has knowledge of a student's alcohol consumption or drug use under the circumstances described below, the University of Kansas will notify the parent/legal guardian of a student enrolled on the Lawrence campus who is under 21 years of age. Initial notifications may be telephonic, but all notifications will be followed up with a written notification.

- Following the first known violation of University policy or state law regarding drugs.
- Following the first known violation of University policy or state law regarding alcohol, when the suspected use of alcohol has
 - a. placed the student in a life-threatening situation as determined by an attending medical professional or reasonably determined by the Vice Provost for Student Affairs or designee.
 - b. caused the student to be in a physical or mental state that has prompted intervention by university personnel, police, or medical personnel out of concern for the student's wellbeing or to address the student's conduct.
 - c. endangered the health or welfare of another person, including any report by police of arrest for driving on campus under the influence of alcohol.
- Following the second known violation of University policy or state law regarding alcohol.
- Following a violation of University policy or state law regarding alcohol or other drugs that results in the cancellation of the

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CAMPUS POLICE NOTIFICATION AND RESPONSE

Overview

KU Police Department Office (KUPD) is the responding police agency for the University of Kansas buildings and property. At times, Housing & Residence Life staff procedures dictate calling the KU Police Department Office (a police unit) to assist in responding to incidents. KUPD may also be present in the building when not initiated by staff to address safety and community concerns.

Additionally, KUPD will respond to incidents in parking facilities across campus, including those near housing facilities. KUPD also enters Housing & Residence Life space to engage with staff, attempt to build community, and facilitate educational programs.

Residents should anticipate a response from KUPD in the following situations: illegal substances, Wellness Checks involving illegal substances, community damages/vandalism, active violence, community threats. Residents are also able to call KUPD as they wish to report: theft, crimes, violence, assaults, threats, damage to property, and other reasons, as needed.

SPECIAL DISCIPLINARY BOARDS

Scholarship Hall Judicial Boards

Students living in a scholarship hall agree to take on the responsibility of cooking and cleaning in the hall and participating in hall governance and operations. Residents who fail to meet their aforementioned scholarship hall specific obligations go before the hall judicial board, comprised of the resident's peers. The chair is the hall's vice president or designee. The scholarship hall director, Assistant Complex Director, and/or Complex Director is the board advisor. Residents appearing before the board may explain their situation and

dispute the charges. Residents who are found responsible for failing to complete a duty in the hall five times or more face probable removal from the scholarship hall community. The resident may appeal the board's findings to the Complex Director or Assistant Director. Residents who fail to complete Scholarship Hall judicial board sanctions will be subject to a student conduct hearing.

Expectations Regarding a Resident's Living Space

Residents are responsible for knowing the following information. Conduct action may be taken if residents engage with the facilities in a way that damages or compromises the facilities or community in any way.

Please see the policy "Violation of or Failure to Follow Policies or Regulation" for more information.

Care of University Property/Damage

The resident is responsible for keeping university owned equipment and furnishings in good, clean, and working condition. Residents should carry personal property and liability insurance. Insurance carried by Housing & Residence Life covers University property only. The University of Kansas assumes no responsibility for losses or damages of any sort occurring to property or persons in University residential facilities.

Students may be held financially responsible for any damages, lost property, or unusual service or repair to their rooms caused by accident, neglect, or intent. When more than one resident occupies the same room and responsibility for damage cannot be ascertained by Housing & Residence Life, costs may be assessed and divided equally among the room's residents.

Residents are responsible for reviewing their contracted space for damages, submit service requests to repair damages, and report ongoing facility issues to Housing & Residence Life staff.

Residents also are liable for any and all damage caused by a guest during the course of a visit.

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management through that complex's established process.

Standard Maintenance

Submitting a work request gives Facilities Services, KU Maintenance and Custodial staff permission to enter your space to inspect or correct the issue. You can expect that staff members will knock and announce themselves before entry. You can also expect to receive notification that they have been in your room. When the work request is complete, a notification will be sent to the submitter of the request. When performing maintenance, staff may report any policy violations in plain sight to housing staff and residents may be held responsible for said violations. A resident who submits a service request has invited staff to enter to perform requested maintenance.

Emergency Maintenance

Maintenance emergencies should be reported to the building front desk or Housing & Residence Life Staff immediately. Facilities Services Maintenance and Custodial staff may be available to respond to emergencies outside of business hours upon request. Facility emergencies are defined as: any malfunction of life and safety equipment (i.e., discharged fire extinguisher, non-functioning smoke detector, door lock, window lock, heat/air- conditioning, appliance malfunction, etc.), malfunction of property to the extent that performing essential functions is impossible (clogged toilet in private bathroom, etc.), or malfunction of property, that if not addressed, would cause damage to the facilities (pipe leaks, broken tile or cracked grout, ceiling or wall leaks, etc.).

Pest Control

All residents should take a role in pest prevention by keeping their space clean. Wash dishes and utensils immediately after using. Store foods properly, dispose of trash properly, and report pests immediately.

Routine pest control service is conducted once a month for Jayhawker Towers, McCarthy Hall, and Stouffer Place Apartments, and Sunflower Apartments. Participation in pest control for these areas is mandatory. Additional pest control treatment may be necessary. Housing & Residence Life will send a notice to the resident's KU email prior to any service taking place.

All Housing & Residence Life residents may request non-routine pest control as needed. To request non-routine pest control, submit a service request and a member of Housing & Residence Life or Facility Services will contact you. Residents will receive instructions for preparing their space for the pest control treatment post treatment to avoid continued issues. It is expected that resident rooms and apartments are ready to receive non-routine treatment as per the instructions they are given once the service request is submitted. Fees for pest control may be charged to residents who request excessive pest control and residents with poorly maintained space attracting pests.

Routine Health and Safety Inspections

For the health, safety, and security of residents' rooms and possessions, Housing & Residence Life staff members will (with advance notice of at least 24 hours), enter residents' rooms on specific occasions. These occasions will be communicated to all residents through email. Residents can anticipate a Health and Safety Inspection to occur in the Fall, Spring, and Summer semesters. Residents may not opt out of a Health and Safety Inspection; however, if the resident would like to request they are present for the inspection, they may reach out to Housing & Residence Life staff and schedule a time for the inspection to occur within the communicated inspection period.

When conducting a Health and Safety Inspection, staff will knock on the door, announce themselves, and proceed to key into the resident's space. Staff will make observations of the condition of the resident's space and document any concerns. Staff will not open drawers, appliances, etc., and will be focused on observing things in plain view. Clear violations of law, University regulations, or of hall policy, which are in plain view will be noted and called to the attention of the proper authorities, including law enforcement when appropriate. Housing & Residence Life staff will then address any potential policy violations through the established conduct process.

Students' rights to privacy are guaranteed as part of the "Code of Student Rights and Responsibilities" which states:

Article 19. Students have the same rights of privacy as any other person and surrender none of these rights by becoming members of the academic community. These rights of privacy extend to those living in University Housing. Nothing in the institutional relationship or University housing contract shall expressly or by implication give the institution or University officials authority to consent to a search of

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to life, safety, health, or property is reasonably feared.

AMENITIES

Laundry

Washers and dryers are available in each hall. Laundry facilities may only be used by contracted residents of Housing & Residence Life. Use high-efficiency laundry soap, preferably pre-measured individual single-dose packets. Courtesy should be exercised by all residents since many people share these machines. Do not leave laundry unattended. Any theft should be reported to the building front desk and KU Police Department. Housing & Residence Life is not responsible for damaged, lost, or stolen property. To report issues with a washer or dryer, notify the vendor per instructions posted above machines.

Trash Disposal

Trash receptacles are provided on the floors of residence and scholarship halls as well as McCarthy Hall. Large items should be taken to the hall dumpster. At Jayhawker Towers, place garbage in plastic bags. Close them securely and dispose of them in the trash and recycling rooms located on the lower levels of the building. At Stouffer Place Apartments, all garbage must be sealed in plastic bags and deposited in the dumpsters near the buildings. Residents in any living unit may be charged for the improper disposal of trash.

Internet Connection

Data services are provided to most on-campus students through an internet service provider, Apogee. Residents only need to connect their equipment through the website to obtain service. A registration process is required for the data connection. All students seeking direct connection to the campus network must register online through myresnet.com. The Apogee 24-hour customer service number is 1-855-643-2149.

Residents of Naismith Hall can report issues in their unit by contacting Pavlov Media support at [888-472-8568](tel:888-472-8568) (888-4-PAVLOV).

Residents in HERE, Hawker, and Sunflower apartments should report internet concerns to Midco at [1-800-888-1300](tel:1-800-888-1300).

Residents must refrain from engaging in any activity that will violate any Housing & Residence Life policy, Student Code of Rights and Responsibilities, or any law.

Air-Conditioning/Heating

All Housing & Residence Life facilities are adequately and appropriately heated and cooled. Unless provided by Housing, no space heaters or window air-conditioning units are permitted. In some buildings students control their room/suite thermostats. In buildings where that is not possible, staff members consult a 5-7-day weather forecast to determine when a transition from heating to cooling, or cooling to heating will take place. Upon changing, a building may take up to three days to regulate to the new system and temperatures. Fan coil units in each room distribute warm or cool air. Residents can control the fan speed, however residents do not have full control over the temperature. Some residents have attempted to warm/cool the air in their rooms by opening windows. We advise against this because it may result in condensation in your room, and thus create bacteria.

If you believe your room is excessively warm or cold, submit a service request to facility staff to evaluate.

If you believe you have bacterial growth in your room or apartment, please submit a service request and KU staff will respond, following the established procedures.

Personalization of Contracted Space

Residents are not permitted to make modifications—whether structural, electrical, or plumbing—to the facilities, nor to attempt any construction or remodeling, no matter how minor. No furniture or bed parts may be removed from residents' rooms, including double rooms as singles.

Residents are not allowed to decorate any wall or other surface with paint, wallpaper, paneling, or contact paper. If you believe walls

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3. Decorative items (including but not limited to cloth, fish netting, paper, parachutes, or any other highly combustible material) may not be hung from the ceiling or from other overhead room structures (including but not limited to sprinklers, pipes, and smoke detectors).
4. Open flame decorations (i.e. candles, oil lamps, and incense) are prohibited. *If needed for religious or cultural practices, please meet with the Complex Director/Hall Coordinator staff in your building to discuss an exception.*
5. Decoration on the outside of the room door or on the room's window is permitted if it is not in violation of University guidelines, is not a fire hazard, and if the adhering materials do not cause damage as per #7 below. Decorations hung on windows should generally be directed to the interior of the room. Window decorations may not include personal identifying information of any person. Profanity or references to genitalia are prohibited.
6. Decorations should not be hung on surrounding walls or in common hallways.
7. Approved adhering materials include straight pins, thumb tacks, or masking tape/painter's tape. **Residents should not use 3M command strips**, clear Scotch tape, double sided tape, glue guns, or other similar items. Residents may hang room decorations from molding strips. Decorations may be hung with straight pins (on dry wall or plaster walls) or double-sided tape on block walls.
8. Carpet may not be affixed to the floor
9. Televisions or monitors may not be affixed to the walls.
10. Shower heads should not be swapped/replaced in both public and private bathrooms.
11. Roommates should agree on the decorations in their room, suite or apartment.

Lofted and Bunked Beds

Most residence halls and /scholarship halls has have beds that bunk or loft. In some room types, the bed may be required to remain lofted or bunked in order for all furniture to fit in the space. Housing & Residence Life staff will make such determination and communicate all available options in order to resolve a concern. Most beds have safety railings and built-in ladders on the bed ends. Ladders may be requested through a Service Request if a bed is located in a space that does not allow access to the bed end built-in ladder. Otherwise, residents may purchase a step stool on their own to allow them access to the lofted or bunked bed.

Residents with lofted beds may request height adjustments through a service request to Facilities Services. Three height settings are allowed: 1) Standard, approximately 28" from the floor; 2) Mid, approximately 34" from the floor; and 3) Loft, approximately 60" from the floor. Ladders may be requested through a Service Request if your bed is located in a space that does not allow access to the bed ends. Bunked beds cannot be modified in height. Residents may NOT bring outside loft kits or build their own lofts. No bed or portions thereof supplied by Housing & Residence Life may be removed from the room. Additionally, there are rooms in which there may not be space to un-bunk or de-loft beds. Housing Staff will make such determination and communication all available options in order to resolve a concern.

Fire Drill

An unannounced fire drill, required by the State Fire Marshal and in accordance with the 2006 International Fire code, will take place within the first 10 days of the fall and spring semesters. Evacuation routes are posted on the back of the residents' doors. A second drill each semester will also occur. One of the two drills will happen at night.

Animals – Service & Emotional Support

Definitions

a. Emotional Support Animal

An "emotional support animal" ("ESA") is an animal that provides comfort to an individual with a disability upon the recommendation of a healthcare professional. An ESA does not assist a person with a disability with activities of daily living, but rather, its role is to live with a student and alleviate the symptoms of an individual's disability to provide equal opportunities to use and enjoy residential life at the University. ESAs must remain in the owners assigned bedroom at all times.

b. Service Animal

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Owner Care & Handling

- a. Service and Emotional Support Animals must be properly licensed in accordance with all federal, state, and local laws.
- b. Service and Emotional Support Animals must be in good health and have all vaccinations.
- c. Service animals may accompany the owner to any location at any time. Emotional Support Animals may not leave the owner's room, except for allowing the animal to relieve itself, and must not create a disturbance while the owner is away from the room.
- d. Service and Emotional Support Animals must be under the control of the owner at all times.
- e. Owners of a Service or Emotional Support Animal will maintain a clean, healthy, and odor-free living space.
- f. Owners of a Service or Emotional Support Animal are responsible for cleaning up after their animal's waste and should carry sufficient and appropriate equipment to clean up after the animal. Waste must be bagged and discarded in waste receptacles located outside of KU facilities.
- g. Owners of a Service or Emotional Support Animal must assure the animal doesn't interfere with the daily routine or activities (ability to sleep, enter or exit the hall, study, etc.) of residents who reside in the hall.
- h. The owner of the animal is financially responsible for any damage caused by the animal. This includes bodily injury or property damage.
- i. The owner must have an established care plan in case of emergency that causes the owner to not be able to care for the animal. This plan must include how the animal will be cared for and where the animal will live.

Non-Owner Care & Handling

- a. Individuals other than the owner should never touch or handle an animal.
- b. Individuals other than the owner should not feed the animal.

- c. Individuals are not to intentionally startle the animal.
- d. Individuals are not to attempt to separate the animal from the owner.
- e. Individuals are not to inquire for details about the owner's disability or reason for having a Service or Emotional Support Animal.

Removal of Approved Animal

Housing & Residence Life may exclude or remove any animal that:

- a. Poses a direct threat to the health or safety of others,
- b. The animal's presence requires an unreasonable alteration of the University's normal functions,
- c. If the owner consistently fails to comply with the policy governing animals in Housing & Residence Life facilities, or
- d. The animal's presence creates an unreasonable and unmanageable disturbance to the community, the student conduct process may be utilized.

Expectations Regarding a Resident's Contract and Assignment

Like Housing & Residence Life policies, residents are responsible for knowing the following information. Conduct action may be taken if residents engage with their Housing & Residence Life contract or assignment in a way that alters their assignment or contract without express consent from Housing & Residence Life.

Please see the "OCCUPANCY AND ADMINISTRATION" and "Violation of or Failure to Follow Policies or Regulation" policies above for more information.

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The contract requires all residents of Housing & Residence Life agree and adhere to all applicable rules and regulations including, but not limited to: (1) the Housing Handbook, (2) the Code of Student Rights, Responsibilities and Conduct for the University of Kansas, (3) the University of Kansas Parking Regulations, (4) the University of Kansas Policy Library, and (5) My Resnet User Agreement with Apogee. Please read these publications. You are responsible for abiding by their contents.

Persons who have a criminal record involving a felony are not eligible to contract with Housing & Residence Life.

The contract requires the resident to be a full-time student taking at least 12 undergraduate or nine graduate hours

Under-enrollment:

The contract requires the resident to be a full-time student taking at least 12 undergraduate or 9 graduate hours. Occasionally, Housing & Residence Life grants exceptions for students to remain in on-campus housing with part-time enrollment. Students may email housing@ku.edu or call 785-864-4560 to contact Housing & Residence Life with questions.

Not Enrolled

Students not actively enrolled in classes are not eligible to live in Housing & Residence Life facilities and must work with housing staff to establish a plan to vacate the Housing & Residence Life facility. Non-enrolled students are expected to contact Housing & Residence Life immediately upon withdraw of classes, loss of student status. Withdrawal from the University does not automatically cancel

terminate your housing contract. Charges will continue to accumulate until you have removed your items from your room, checked out at the front desk, and moved out and submitted a contract cancellation request through your housing portal, and notified Housing & Residence Life. Students may email housing@ku.edu or call 785-864-4560 to contact Housing & Residence Life with questions.

Cancellation of the Housing & Residence Life Contract

Housing & Residence Life contracts are for the academic year. Cancellation after the start of the academic year is permitted under the following circumstances:

- Loss of student status, withdrawal from the University, or failure to enroll. Students are required to vacate the residence. Students remaining in the facility after their official date of withdrawal from the University must pay for all charges and cancellation fees incurred after this date.
- Assignment to a university sponsored internship, research, or other university program, which requires living away from Lawrence.
- Completion of graduation requirements during the term of the contract.
- Marriage. Proof of marriage must be presented.
- Unusual and compelling circumstances which may entitle the resident to special consideration.

Residents seeking a contract cancellation must submit their request to Housing & Residence Life. A detailed written explanation and documentation may be required.

Requirements after Cancellation of Contract

Refer to your contract for specific charges related to cancellation of the Housing & Residence Life contract. Residents remaining in the facility after their official date of withdrawal must pay for all charges incurred after this date. Federal financial aid cannot be used to pay these charges.

For the cancellation schedule, please refer to the contract pages.

Failure to Vacate as Scheduled

Residents are responsible for their personal property at all times. If a resident does not vacate their assigned residential space as scheduled (following internal transfers as well as at the end of a contract period) and have not removed personal property, the University will make a reasonable attempt to contact the resident. If after 72 hours the resident has not vacated the assigned residential

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Contract Payments

Residents' housing and dining fees are applied to their KU Enroll & Pay account and will receive e-bills to their KU email from Student Accounts & Receivables Services. For all questions about University payment options, visit the payment plan page on the KU Student Accounts & Receivables website.

Break Periods (Residence and Scholarship Halls)

The Residence Hall and Scholarship Hall academic year rate includes the academic semesters. Winter break housing is available and may require additional sign up to notify staff of intentions to stay. Meal service is determined by KU Dining and is not guaranteed. For information about break period meals, visit the KU Dining website.

Residents interested in break housing should make reservations in advance whenever possible. Break housing may not be available for residents without a reservation

Contract Renewal

Residence hall, scholarship hall, and apartment contracts are for one academic year. Returning residents may sign a contract and choose rooms and roommates before new students.

Requesting To Move: A Change in Room, Suite or Apartment Assignment

Residents who wish to change to another space may request to do so by completing the room change application request on in their Housing Portal, located on the resident's myKU portal. If space is deemed to be available by Housing & Residence Life staff, an offer to move will be sent to the resident's KU email.

If the resident does not move (including checking out of your current hall) within the timeframe provided by Housing & Residence Life staff, the request may be cancelled and the resident they may be charged for both spaces for the duration of time both spaces were unavailable to other residents. Residents' housing charges in their Enroll & Pay account will be adjusted to reflect any change in price from the previous living space to the new living space.

For more information on changing an assignment, see the change space page.

Room Freeze Periods

There are times when residents will not be allowed to change rooms due to occupancy maintenance needs. For more information, contact Housing & Residence Life at housing@ku.edu.

Room Readiness

If a vacancy exists within a unit, that vacancy must be ready to receive an occupant at any time. This means the existing resident/s should not utilize the vacant space, store belongings, or expand into the vacant space.

Vacancies

Housing & Residence Life has the right to assign, reassign, and adjust the occupancy of rooms

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Vacancies will be filled as they become available. There is no single room rate option in the scholarship halls.

Apartments

If an apartment is not at full occupancy during a contract period, new residents may be placed in available space. It is the responsibility of the current occupants to ensure that the empty bed space is ready for the arrival of a new resident.

Special Community Guidelines and Policies

HERE Apartments

Rules and Regulations Agreement

Residents assigned to live at HERE Kansas ("Property") by Housing & Residence Life through the Housing & Residence Life Contract Terms and Conditions will be expected to abide by the following rules and regulations that are specific to HERE Kansas and the agreement that Housing & Residence Life has entered into with the Property. Failure to follow any of these rules and regulations may result in student conduct action through KU, as well as reassignment by Housing & Residence Life to another on-campus housing assignment as outlined in the Housing & Residence Life Contract Terms.

Resident shall not do, suffer to be done, or perform any of the following:

1. Have guests, invitees or any other person not a party to this Agreement stay in any bedroom for more than seven (7) consecutive days without Lessor's prior written consent, and no more than ten (10) days in any two-month period.
2. Commit any act or allow any activity to occur on the Property that violates or breaks any Federal, State or local laws or ordinances, rules or regulations.
3. Use or allow the Property or Unit to be used for any disorderly or illegal purpose; nor shall Resident engage in damaging actions or vandalism of the Property or the Unit.
4. Store or allow any hazardous, flammable or toxic substances to be stored in or on the Property.
5. Do or allow to be done any behavior in the Property or Unit which is a nuisance or which creates a risk of injury, loss or damage, or engage in or allow to be engaged in any activity that increases Lessor's insurance costs or hampers Lessor's ability to maintain insurance coverage on the Property.
6. Maintain or bring upon the Property any animals (including mammals, reptiles, birds, fish, amphibians, arachnids, and insects) absent prior written authorization from KU Housing & Residence Life and HERE Kansas, in accordance with KU's policies for Emotional Support Animals. No pets of any kind are permitted within resident units that are assigned by KU.
7. Obstruct any windows or doors or obstruct sight through the windows by the use of foil or other similar materials. Resident shall not remove any blinds or screens provided by Lessee. If Resident installs draperies over the blinds, any damage will be repaired at Resident's expense.
8. Hang or place any article, sign, poster, decoration or thing on the outside of the Unit, or on the inside of the Unit so as to be visible from the outside of Unit.
9. Install any item coming off a patio or out of a window.

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14. Throw any sweepings, rubbish, rag, or other foreign substances in such plumbing apparatus.
15. Place hard objects, such as bottle caps, tab tops, pits of fruit, or fibrous materials such as cigarettes, paper, banana skins, etc. in the garbage disposal.
16. Make or permit any loud, improper, objectionable, disturbing or boisterous conduct or noise of any kind at the Property or otherwise disturb the comfort or interrupt the sleep of other tenants.
17. Use or permit the use of any common facilities or common areas in such a manner that interferes with the enjoyment of other tenants nor shall Resident access any property facilities, common areas, or commercial spaces during unauthorized hours or times.
18. Hang items from the overhead sprinklers, if the same shall exist in the Unit.
19. Use space heaters, other similar appliances, appliances or items that use excessive amounts of electricity and/or create excessive heat nor shall Resident burn candles or any other burning devices (including incense, sterno, kerosene, or oil lamps) within the Unit or any area of the Property.
20. Possess any weapon or ammunition, unless required by law. This includes, but is not limited to, guns, swords and knives with the blade over five and a half inches. Possession of facsimile weapons is also prohibited. This includes but is not limited to pellet guns, air soft pistols and B.B. guns.
21. Behave in an unwanted way towards another person at the Property. This can include, but is not limited to, unwanted comments, unwanted touching, derogatory language or bullying.

Resident shall:

1. Comply with directives from staff, security personnel, and police and/or fire personnel at all times.
 2. Comply with all rules, instructions, and regulations pertaining to residency at and use of the Property as are promulgated by the Property from time to time, and promptly pay any fines and expenses of the Property arising from non-compliance.
 3. Clean lint trap after each Dryer use to prevent fire.
 4. Use sinks, toilets, and all water and plumbing apparatus only for the purpose for which they are constructed.
 5. Abide by all rules, regulations, policies, applicable laws and ordinances and these Rules & Regulations for use of common facilities and the Unit and will cause Resident's guests and invitees to do the same.
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