

DRUG-FREE SCHOOL COMPLIANCE COMMITTEE BIENNIAL REVIEW ALCOHOL & OTHER DRUG (AOD) PROGRAMS & POLICIES

2023-2024 REPORT

2023-24 BIENNIAL REVIEW NEEDED IMPROVEMENTS

Based on the results of the drug- and alcohol-related programs and policies review in 2020-2021, the following improvements were identified for implementation. The 2023- 2024 status of these improvements follow each entry:

I. DBU's current "Alcohol and Drug Abuse Prevention Program" outlined in our *Student Handbook* checks off all the boxes for a Drug/Alcohol Program required by the U.S. Department of Education. DBU's General Counsel's Office reviewed and updated the "Legal Sanctions" on page 3 and the "Federal Financial Aid Drug Policy" on page 4 of this document. Citations were included to make it easier to verify/update in the future. This program simply needs to be included in the Employee Handbook so that it is clearly recognized as the "Alcohol and Drug Abuse Prevention Program" for the entire campus community, including all full-time and adjunct faculty as well as full-time and part-time staff.

2023-2024:

- General Statement of Alcohol and Drug Policy found in the 2023-24
 Student Handbook page 31, suggesting students see Alcohol and Drug Policy Section.
- General Statement of Alcohol and Drug Abuse Education found in the 2023-24 Student Handbook page 91.
- Alcohol and Drug Policy found in the 2023-24 Student Handbook page 155 under Health and Safety Rights and Responsibilities.
- General Statement regarding Services Available found in the 2023-24 Student Handbook page 158, stating that the DBU Counseling Center maintains information on several sources of help for dealing with drug and alcohol abuse or addiction problems.
- Drug and Alcohol Prevention and Services offered by the DBU Counseling Center can be found here, and the provide Outpatient Care options that are available.
- II. Add a clear plan available to all DBU faculty, staff, and students for outpatient care referrals on the DBU Counseling Center website.

2023-2024:

- Drug and Alcohol Prevention and Services offered by the DBU Counseling Center can be found here, and the provide Outpatient Care options that are available.
 Webpage addresses that services are available to faculty, staff, and students who are struggling with drug and/or alcohol use to receive help.
- III. Add a clear description of how the DBU Counseling Center contributes to drug and alcohol prevention as well as all the services that the DBU Counseling Center

offers available to all DBU faculty, staff, and students who are using drugs or alcohol.

2023-2024:

- The DBU Counseling Center webpages offer valuable information and resources
 for faculty, staff, and students, addressing services provided by the <u>center's own</u>
 <u>counseling staff</u>, <u>outside counseling agencies</u>, <u>emergency services</u>, a good
 description of Drug Prevention and the <u>DBU Alcohol and Drug Abuse Prevention</u>
 <u>Program</u>.
- IV. Create an official drug and alcohol use survey that can be made available online to all DBU faculty, staff, and students through the DBU Counseling Center.

2023-2024:

- The DBU Counseling Center webpage does provide a survey related to concerns about alcohol usage and provides an offer for counseling sign up here. The survey does not address drugs other than Alcohol.
- V. Human Resources needs to provide consistent information on DBU's drug and alcohol prevention program with a detailed plan to distribute this information to new employees and annually to each employee, including part-time staff and adjunct faculty.

2023-2024:

- DBU Personnel Policies addresses the Alcohol and Drug Abuse Prevention Policy and is clearly marked and can be found here.
- VI. Consider updating and reinstituting the Alcohol and Drug Abuse Education pamphlet from 2006 that coincides with the updated *Employee Handbook* "Drug and Alcohol Prevention Program".

2023-2024

It was decided to not update and reinstitute the Alcohol and Drug Abuse Education pamphlet from 2006 that was Appendix K in the previous report.

BIENNIAL REVIEW OF AOD PROGRAMS & POLICIES: 2023-2024 REPORT

According to the U.S. Department of Education, "institutions of higher education (IHEs) receiving federal funds or financial assistance must develop and implement a program to prevent the unlawful possession, use, or distribution of illicit drugs and alcohol by students and employees. The program must include annual notification of the following: standards of conduct; a description of sanctions for violating federal, state, and local law and campus policy; a description of health risks associated with AOD use; a description of treatment options; and a biennial review of the program's effectiveness and the consistency of the enforcement of sanctions" (Complying with the Drug-Free Schools and Campuses Regulations, p. 3).

"To comply with these regulations, every two years an IHE must conduct a review of its Alcohol and Other Drug (AOD) program to determine effectiveness and the consistency of sanctions enforcement, in order to identify and implement any necessary changes" (*Complying with the Drug-Free Schools and Campuses Regulations*, p. 3).

Further, "the Department of Education recommends that IHEs conduct the biennial review in even-numbered years and focus their report on the two preceding academic years" (<u>Complying</u> <u>with the Drug-Free Schools and Campuses Regulations</u>, p. 3).

DRUG-FREE SCHOOLS COMPLIANCE COMMITTEE

In compliance with U.S. Department of Education regulations, Dallas Baptist University (DBU) Drug-Free Schools Compliance Committee (DFSCC) conducted the *recommended* Biennial Review process during the spring and summer 2024 terms. DBU's DFSCC is comprised of Dr. Jeremy Dutschke (Chair), Christina Chambers, Jennifer Covey, Allyson Miller, Amy Standifer, Dr. Parnell Ryan, Dr. Ryon Phillips, Barry Pupella, and Colby Williamson. *Ex officio* members include Dr. Jay Harley, Dr. Norma Hedin, Jonathan Teat, and Christa Van Der Merwe.

<u>INVENTORY</u>

The DFSCC conducted a comprehensive inventory of university programs and policies related to drug-free compliance for DBU students, faculty, and staff.

Based on the comprehensive inventory, the DFSCC identified and compiled the following student-related drug and alcohol programs and policies from the Athletic Department, the University Counseling Center, the *Student Handbook*, and Housing Department for the DFSCC's review and evaluation:

- NCAA MyPlaybook Courses (The Freshman Experience 2023)
- CCAPS62 form from the DBU Counseling Center (Appendix A)

- DBU's Counseling Center partners with local substance abuse facility programs such as the <u>Meier Clinics Catalyst Program</u> or the <u>Sante Center for Healing</u>. The DBU Counseling Center website also offers other resources.
 - Counseling Agencies
 - Emergency Services
 - o Counseling Resources
 - Drug and Alcohol Prevention Services
 - O DBU Alcohol and Drug Abuse Prevention Program
- Drug Testing Policy from the DBU Athletics Procedures Manual (Appendix B)
- Alcohol and Drug Information from the Student-Athlete Handbook (Appendix C)
- Drug Testing Consent Form [all student-athletes sign annually] (Appendix D)
- Drug- and alcohol-related policies from the Student Handbook (Appendix E)
- Housing Policies (Appendix F)
- Housing Agreement (Appendix G)

The DFSCC also identified and compiled the following employee-related drug and alcohol programs and policies from the *Employee Handbook*, the *Faculty Handbook*, and DBU's health insurance provider for the DFSCC's review and evaluation:

- DBU's health insurance provider, Blue Cross Blue Shield of Texas, offers specific substance abuse services depending on the coverage level – <u>Tier 1</u>, <u>Tier 2</u>, or <u>Tier 3</u>.
- Drug- and alcohol-related policies from the Employee Handbook, Employee
 Conduct Policy.
- There were still no specific drug- or alcohol-related policies in the *Faculty Handbook* because the faculty also fall under the *Employee Handbook* policies.

EVALUATION

The DFSCC utilized "Appendix 2, Part 86 Compliance Checklist" from the *Complying with the Drug-Free Schools and Campuses Regulations: A Guide for University and College* Administrators provided by the U.S. Department of Education to evaluate the compiled drug and alcohol programs and policies. The DFSCC specifically assessed how each program or policy answered the checklist items and identified deficiencies in each program or policy compared to the checklist.

The DFSCC reported the following evaluations of current DBU <u>student-related drug and alcohol</u> <u>programs and policies</u>:

Athletic Department

NCAA MyPlaybook Courses, and specifically The Freshman Experience (<u>The Freshman Experience 2023</u>), is provided to new DBU student-

- athletes during new student-athlete orientation. The Freshman Experience includes modules that address "Alcohol and Other Drug Prevention" and "Performance Enhancing Drugs" allows DBU to comply with #3 e. of Appendix 2, "Part 86 Compliance Checklist".
- The Drug Testing Policy from the DBU Athletics Procedures Manual allows DBU to comply with #2 a., d., and e.; #3 e.; #4; #5; and #9 g. of Appendix 2, "Part 86 Compliance Checklist".
 - Drug Testing Policy from the DBU Athletics Procedures Manual (Appendix B)
- The Alcohol and Drug Information from the Student-Athlete Handbook allows DBU to comply with #3 e., \$4, and #5 of Appendix 2, "Part 86 Compliance Checklist".
 - Alcohol and Drug Information from the *Student-Athlete Handbook* (Appendix C)
- Drug Testing Consent Form [all student-athletes sign annually] allows DBU to comply with #3 e. of Appendix 2, "Part 86 Compliance Checklist". Drug Testing Consent Form [all student-athletes sign annually] (Appendix D)

• The Counseling Center

- The Counseling Center offers a publicly visible plan for referrals and other resources for outpatient care on the DBU website:
 - Drug and Alcohol Prevention & Services Offered
 - Counseling Agencies
 - Emergency Services
 - Counseling Resources
 - Drug and Alcohol Prevention Services
 - Meier Clinics Catalyst Program
 - Sante Center for Healing
 - DBU Alcohol and Drug Abuse Prevention Program
- The Counseling Center offers a publicly visible copy of how the Counseling
 Center contributes to drug prevention, or the services that we offer for students
 who are using drugs or alcohol <u>DBU Alcohol and Drug Abuse Prevention</u>
 <u>Program.</u>
- The DBU Counseling Center offers an official drug and alcohol use survey online via the Counseling Center website – <u>Drug and Alcohol Prevention & Services</u> <u>Offered</u>, <u>Alcohol Survey</u>.

Student Affairs

The current Alcohol and Drug Abuse Prevention Program in the Student
 Handbook meet the criteria of required statements from #2 (a-e) of Appendix
 2, "Part 86 Compliance Checklist". The Student Handbook is provided and
 accessible to students through their student OneLogin account.
 Communication of, and direction to, the policies included within the Student
 Handbook are provided to students via email, new student orientation, and

university housing meetings each semester for on campus residents.

- There is not a clear plan for evaluation of program effectives as outlined in #9
 (a-g) of Appendix 2, "Part 86 Compliance Checklist". Students are not surveyed, and there are not suggestion boxes, focus groups, or measures in place as defined in #9 of Appendix 2, "Part 86 Compliance Checklist".
- University Housing Community Policies and Agreement provide cyclical communication that directs students to the policies written in the Student Handbook. A brief summary of the drug and alcohol policy is included within the housing policies, but this directs students to the Student Handbook for full reference of the policies in place.

Housing Policies (Appendix F) Housing Agreement (Appendix G)

As of the Spring 2024 term, the new <u>Federal Compliance and Consumer Information Webpage</u> containing Health & Safety Information is distributed to all enrolled students twice a year – once in the fall semester and once in the spring. This is only available electronically and not mailed or placed in campus boxes.

The DFSCC also reported the following evaluations of current DBU <u>employee-related</u> <u>drug and</u> alcohol programs and policies:

Academic Affairs

- There are no statements, as required in #2 (a-e) of the Appendix 2, "Part 86 Compliance Checklist", within the Faculty Personnel Policies
- Faculty does not appear to receive annual notification of materials suggested in #6 and #7 and #8 of Appendix 2, "Part 86 Compliance Checklist".
- Faculty does not appear to be surveyed as suggested in #9 of Appendix 2, "Part 86 Compliance Checklist".
- Uncertainty about how adjunct faculty are engaged in this process over the previous two years.

Human Resources

- DBU's health insurance provider, Blue Cross Blue Shield of Texas, offers specific substance abuse services depending on the coverage level – <u>Tier 1</u>, <u>Tier 2</u>, or <u>Tier 3</u>.
- The *Employee Handbook* addresses prohibited conduct and is accessible at any time through the DBU Intranet.
- As of the Spring 2024 term, the new Federal Compliance and Consumer Information Webpage containing Health & Safety Information is distributed to faculty and staff twice a year once in the fall semester and once in the spring semester. This webpage provides consistent information on DBU's drug and alcohol prevention program and sets forth a plan to distribute this information annually to each employee.
- o Human Resources also provides consistent information on DBU's drug and

alcohol prevention program through the following SharePoint file (https://maildbu.sharepoint.com/sites/Legal/policies/personnel/). The access point is my.dbu.edu which all faculty have been informed about including a flyer at bi-annual faculty and adjunct faculty workshops. The personnel policy related to this issue provides consistent information on DBU's drug and alcohol prevention program including guidance for those needing assistance.

Do not currently present this policy during New Staff Orientation

BIENNIAL REVIEW OF PROGRAM EFFECTIVENESS

The U.S. Department of Education, in conjunction with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act and the Higher Education Opportunity Act, require institutions of higher education to track and report annual campus crime-related data through Annual Security Reports. Drug and alcohol offenses associated with the campus community are part of this campus crime-related data.

The <u>2023 Annual Security & Fire Report</u> contains the drug and alcohol offense data at DBU from the 2020, 2021, and 2022 calendar years.

Therefore, this biennial review includes official ASR data for the 2021 and 2022 calendar years. Preliminary drug and alcohol offense data at DBU for the 2023 calendar year has been compiled in preparation for DBU's *Annual Security & Fire Safety Report 2024*. This report will not be published until the fall of 2024.

- In 2021, 40 drug and alcohol infractions were reported 4 for drugs. 34 for alcohol, and 2 for alcohol & drugs. None of the drug infractions resulted in an arrest. Of the 34 alcohol infractions, 14 involved underage individuals and fit the federal reporting requirements for the *Annual Security & Fire Safety Report* under "Disciplinary Referrals: Liquor Law Violations".
- In 2022, 55 drug and alcohol infractions were reported 5 for drugs. 49 for alcohol, and 1 for alcohol & drugs. None of the drug infractions resulted in an arrest. Of the 49 alcohol-related infractions, 27 involved underage individuals and fit the federal reporting requirements for the *Annual Security & Fire Safety Report* under "Disciplinary Referrals: Liquor Law Violations".
- In 2023, 32 drug and alcohol infractions were reported 7 for drugs. 24 for alcohol, and 1 for alcohol & drugs. None of the drug infractions resulted in an arrest. Of the 24 alcohol infractions, 9 involved underage individuals and fit the federal reporting requirements for the *Annual Security & Fire Safety Report* under "Disciplinary Referrals: Liquor Law Violations".

A review of the "Sanction" column of the tables in the following section confirms that a

combination of disciplinary sanctions, behavioral monitoring, counseling, and/or mentorship, depending on the specific disciplinary circumstance(s), to effectively address drug and/or alcohol violations at DBU.

BIENNIAL REVIEW OF PROGRAM SANCTION ENFORCEMENT CONSISTENCY

The DBU Dean of Students Office provided detailed information regarding the drug and alcohol disciplinary records and associated sanctions for the 2021, 2022 and 2023 calendar years. The following sections identify drug and alcohol infractions and the associated disciplinary sanctions for each calendar year.

<u>2021</u>

The following chart identifies each of the 40 drug and alcohol infractions and the associated disciplinary sanctions throughout 2021. Please note that to provide an additional layer of anonymity and confidentiality to the students involved in each of these disciplinary matters, the term "extracurricular activity" is used to describe any number of athletic, Greek life, or other extracurricular organization(s) to which the student was associated.

Underage?	Description	Sanction	Policy Location
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157

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Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities, 1 year mentorship	Student Handbook, p. 157

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Alcohol	University probation, community service, suspension from extracurricular activities, restricted visitation within campus housing	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service, deferred housing removal	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities, 1 year mentorship	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities, 1 year mentorship	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service, deferred housing removal	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157

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Alcohol	University probation, community service, deferred housing removal	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities, 1 year mentorship	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol/Drugs	University probation, community service, housing removal	Student Handbook, p. 157
Alcohol/Drugs	University probation, community service, housing removal	Student Handbook, p. 157
Drugs	University probation, parental notification, counseling, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	University probation, parental notification, counseling, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	University probation, community service, drug education course, approval to sign a new lease for housing, parental notification	Student Handbook, p. 157
Drugs	University probation, community service, drug education course, approval to sign a new lease for housing, parental notification	Student Handbook, p. 157

The following chart identifies each of the 55 drug and alcohol infractions and the associated disciplinary sanctions throughout 2022. Please note that to provide an additional layer of anonymity and confidentiality to the students involved in each of these disciplinary matters, the term "extracurricular activity" is used to describe any number of athletic, Greek life, or other extracurricular organization(s) to which the student was associated.

Underage?	Description	Sanction	Policy Location
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification, counseling	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, approval to	
		move into upperclassman	
		housing, parental notification	
Yes	Alcohol	University probation, parental	Student Handbook, p. 157
		notification, must complete	
		remainder of semester from	
		home	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	
Yes	Alcohol	University probation, alcohol	Student Handbook, p. 157
		education course, written	
		apology, parental notification,	
		approval to move into	
		upperclassman housing	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	·
		education course, parental	
		notification	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	
Yes	Alcohol	University probation,	Student Handbook, p. 157
		community service, alcohol	
		education course, parental	
		notification	

Yes	Alcohol	University probation,	Biennial Review Report: 2023-2024 Student Handbook, p. 157
		community service, alcohol education course, approval to move into upperclassman housing, parental notification	,,
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, alcohol education course, parental notification, counseling	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157

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Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol/Drugs	Indefinite suspension, parental notification, deferred housing removal, must receive approval to come to campus, transcript notation	Student Handbook, p. 157
	Alcohol	University probation, counseling, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, counseling, deferred housing removal	Student Handbook, p. 157
	Alcohol	University probation, community service, alcohol education course	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
	Alcohol	University probation, community service, alcohol education course	Student Handbook, p. 157
	Alcohol	University probation, deferred housing removal	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157

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Alcohol	University probation, community service, apology letter	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities, restricted visitation within campus housing	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service, alcohol education course, restricted visitation within campus housing	Student Handbook, p. 157
Alcohol	University probation, counseling, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157

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Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, counseling, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	Indefinite suspension, institutional hold	Student Handbook, p. 157
Drugs	University probation, parental notification, counseling, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	University probation, parental notification, drug education course, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	University probation, parental notification, drug education course, suspension from extracurricular activities	Student Handbook, p. 157
Drugs	University probation, parental notification, counseling, suspension from extracurricular activities	Student Handbook, p. 157

2023

The following chart identifies each of the 32 drug and alcohol infractions and the associated disciplinary sanctions throughout 2023. Please note that to provide an additional layer of anonymity and confidentiality to the students involved in each of these disciplinary matters, the term "extracurricular activity" is used to describe any number of athletic, Greek life, or other extracurricular organization(s) to which the student was associated.

Note: Beginning in 2023, if alcohol was found within housing and the owner could not be determined, the entire unit received a warning rather than receiving individual sanctions. The number of warnings is not included, which is one reason for the decrease in total infractions.

Underage?	Description	Sanction	Policy Location
Yes	Alcohol	University probation, community service hours, parental notification, alcohol education course, approval to join student organization	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol	Student Handbook, p. 157

		education course, parental notification	Biennial Review Report: 2023-2024
		notification	
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, 1 semester mentorship	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, approval to move into upperclassman housing, parental notification	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
Yes	Alcohol	University probation, community service, alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
	Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157

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Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	University probation, removal from housing, approval to sign new lease for campus housing	Student Handbook, p. 157
Alcohol	University probation, community service, suspension from extracurricular activities, 1 semester mentorship	Student Handbook, p. 157
Alcohol	University probation, deferred housing removal, approval to sign new lease for campus housing	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol	Indefinite probation, community service hours, restricted visitation	Student Handbook, p. 157
Alcohol	University probation, community service hours, subject to random residence checks	Student Handbook, p. 157
Alcohol/Drugs	University probation, community service, drug and alcohol education course, parental notification, suspension from extracurricular activities	Student Handbook, p. 157

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Drugs	University probation, community service, drug	Student Handbook, p. 157
	education course, parental	
	notification, suspension from	
	extracurricular activities	
Drugs	University probation,	Student Handbook, p. 157
	community service, drug	
	education course, parental	
	notification, suspension from	
	extracurricular activities	
Drugs	University probation,	Student Handbook, p. 157
	community service, drug	
	education course, parental	
	notification	
Drugs	University probation,	Student Handbook, p. 157
	institutional hold, approval from	
	Dean of Students required to	
	enroll	
Drugs	University probation, parental	Student Handbook, p. 157
	notification, drug education	
	course, suspension from	
	extracurricular activities,	
	approval to move into	
	upperclassmen housing	
Drugs	University probation, parental	Student Handbook, p. 157
	notification, drug education	
	course, suspension from	
	extracurricular activities,	
	approval to sign new lease for	
	campus housing	
Drugs	Indefinite probation, parental	Student Handbook, p. 157
	notification, community service	
	hours, drug education course,	
	restricted visitation	

Review of each drug and/or alcohol-related disciplinary record and the associated disciplinary sanctions from 2021 through 2023 reveals that DBU's drug and alcohol policies are adhered to, and disciplinary sanctions outlined in the *Student Handbook* and *Employee Handbook* are consistently enforced when violations of drug and/or alcohol policies are identified.

2023-2024 IMPROVEMENTS NEEDED

Based on the results of the drug- and alcohol-related programs and policies, the following improvement has been identified for implementation:

 Add site link for outpatient care referrals in the 2024-2025 Student Handbook, in addition to the DBU Counseling Center website. Add site link or information regarding Services for outpatient care to "Section VI. Services
 Available of the Alcohol and Drug Abuse Prevention" program in the DBU Personnel
 Policies.

These needed improvements will be implemented between now and the next Biennial Review of Alcohol and Other Drugs Programs and Policies in the 2025-2026 academic year.

Respectfully submitted,

Jeremy Dutschke, Ph.D.

Chair, Drug-Free School Compliance Committee Monday,

June 18, 2024

APPENDIX A DBU Counseling Center – CCAPS62 Form

<u>Dallas Baptist University Counseling Center Drug and Alcohol Policy</u> Students are required to complete CCAPS62 before first counseling session which tests for Depression, Anxiety, Substance Abuse, etc. On a scale of 1-4, students rate themselves on the following:

- o I use drugs more than I should
- I drink alcohol frequently
- When I drink alcohol, I can't remember what happened
- o I drink more than I should
- I enjoy getting drunk
- I have done something I have regretted because of drinking

CCAPS62 then asses their percentile score in how severe their drug/alcohol use is. Counselors discuss with clients in session regarding their drug/alcohol use based on their answers in the CCAPS62. If clients have mild to moderate abuse of drugs and alcohol, DBU counselors will aid the client in recovery.

If the counselor and Director of the Counseling Center believe the client's abuse of drugs/alcohol is severe, they will refer the client to a recovery center, such as the Catalyst Program at Meier Clinic or Santé Center for Healing. At the Catalyst Program, the student would be enrolled in a day program, after being seen by a psychiatrist for an initial evaluation, where they would have 5 counseling sessions a day including group and individual therapy. The Catalyst Program is a minimum 3 week stay.

Ethically, counselors must keep this information completely confidential, unless the client shows they are at risk of harming themselves or others in their drug/alcohol abuse.

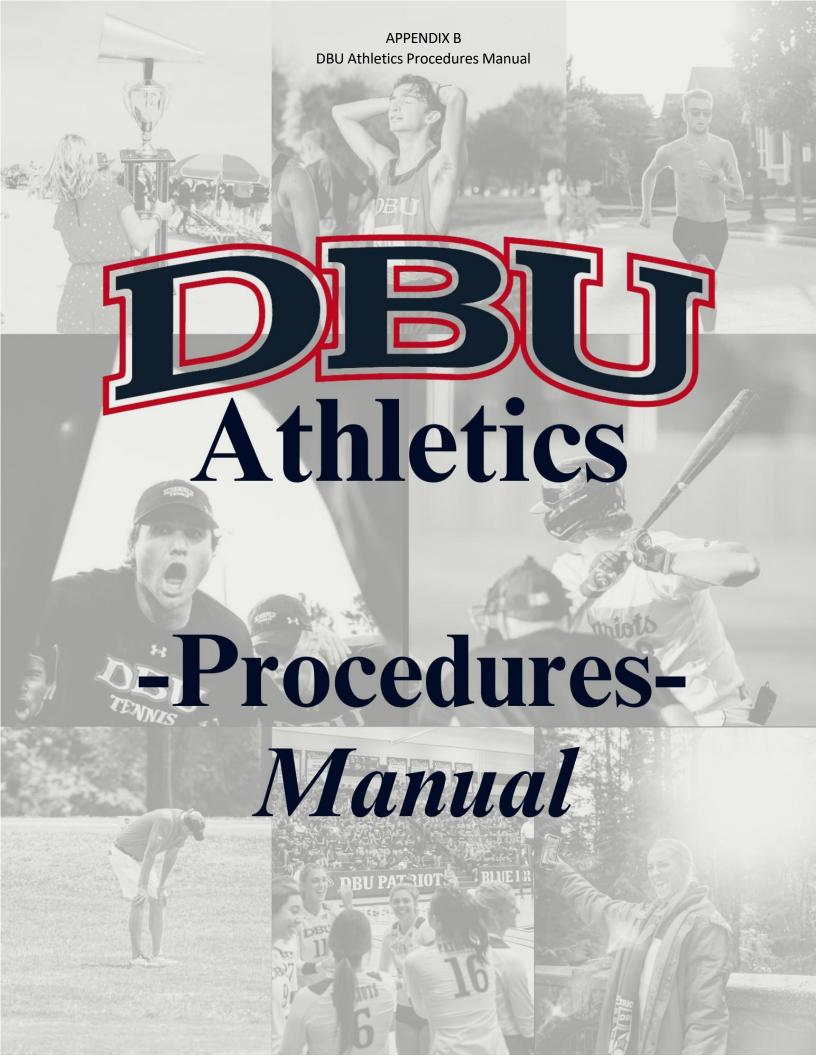


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Student-Athlete Medical Requirements

Medical Pre-Participation Clearance - All student-athletes must meet the medical requirements established by the DBU Athletic Training Policy and Procedures. This includes completing a Parent's Information Form, a copy of insurance card, Release of Information Waiver, a medical physical, HIPPA forms, and a Risk and Liability Waiver. Contact DBU Sports Medicine for more information.

DBU Drug Testing Policy

Dallas Baptist University is committed to the education and supervision in the areas of student-athlete drug and alcohol abuse. The following are the standards Dallas Baptist University has developed to monitor and control the use of alcohol and drugs among the student-athlete population. These standards have been instituted as follows to improve the randomization and the number of athletes tested and to eliminate the occurrence of drug and NCAA-banned substance abuse at DBU.

Each student-athlete is required to sign a DBU consent form and a NCAA Drug Testing consent form annually. The signing of this consent form allows DBU and the NCAA to test the athlete population, as they deem necessary. In order to participate in athletics, both the DBU and NCAA Drug Testing consent form must be signed.

DBU has a "Safe Haven" policy. This allows student-athletes, who recognize that they have an alcohol or drug dependency problem, to come to a member of the Athletic Administration, Athletic Training Staff or a Coach, and ask for help without being immediately deemed ineligible from athletic competition. In this situation, the student-athlete will be placed in a drug/substance abuse counseling program to help overcome their dependency. This policy does NOT allow an athlete to report to an Athletic staff member immediately before a scheduled drug test to report a dependency issue. When a student-athlete volunteers to get help they will be required to attend mandatory counseling sessions with a DBU counselors or an external professional specializing in drug and alcohol dependency. Student-athletes also will be required to take and pass a mandatory drug test at the discretion of the University Administration.

Dallas Baptist University is committed to the drug/alcohol education of their student-athletes. DBU's Athletic Department physicians will deliver a presentation over sports and drug/nutritional substances each year to keep athletes informed on the dangers and the NCAA restrictions of these substances. The Sports Medicine Center will also make available posters, websites, and easy access to the NCAA policies, so that there is clear understanding of what substances are and are not permissible to take. Any student-athlete choosing to take a supplement will do so at his/her own risk. All student-athletes taking supplements will need to understand that no DBU administration, coach or athletic trainer can or will recommend any supplement, even if the ingredients list no NCAA-banned substance. DBU recommends that all student-athletes not intake any form of supplement in their bodies at any time, either orally or through injection.

Dallas Baptist University will conduct drug tests through the National Center for Drug Free Sport, 810 Baltimore, Kansas City, MO 64105, 816/474-8655, info@drugfreesport.com. Drug Free Sport

(DFS) is used exclusively by the NCAA to conduct all of their drug tests. DFS will supply the training, drug tests, and lab results. Each test will be shipped from DBU to the appropriate DFS testing lab. DBU will receive those results within 24-48 hours on the Basic Sports Panel with Ephedrine test and in about 14 days for the Anabolic Steroid Panel test.

Dallas Baptist University will conduct random drug tests of the Basic Sports Panel with an Ephedrine test each month during the academic school year. The Basic Sports Panel test identifies street drugs, including Marijuana, Amphetamines/ Methamphetamines, Ecstasy, Cocaine, and Ephedrine. These tests will be administered by the Head Athletic Trainer and the DBU Athletic Department physicians and submitted to the Drug Free Sport Testing Lab. Test results can be obtained through a secured phone call to DFS, DFS secured web site, or released to the DBU authority designated by Drug Free Sport, the Head Athletic Trainer, or the Director of Athletics. The written results can be printed once they have been posted on the DFS secured web site.

An athlete is considered drug/substance free until the results are obtained from the DFS lab facility and may continue to fully participate in sports until the results are released to the University.

During collection of the specimens, there will be only one athlete allowed in the restroom at a time. The collector will stand at the door of the designated toilet stall in the restroom for an observed test. An observer, consisting of the Head Athletic Trainer, Director of Athletics, Compliance Officer, or one of the Athletic Department physicians, who is of the same sex as the student-athlete, will observe the specimen collection to ensure validity. DBU reserves the right to obtain observed and unobserved specimens at the discretion of the Head Athletic Trainer, Athletic Department Physician, Director of Athletics, and University Administration.

Dallas Baptist University will keep all student-athletes informed of these policies each year through verbal instruction, written correspondence provided to all student-athletes during their initial compliance paperwork in the fall semester, and through written correspondence sent from the Director of Athletics during the summer months.

The student-athlete will understand that should he or she test positive the following actions will be taken. Student-athletes should also note that missing or refusing to take a scheduled test equates to a positive test and results in the same sanctions as a positive test.

For a list of sanctions for positive drug tests and the established appeal process, please reference Appendix E.

Inclement Weather Guidelines

Once games or practices have begun, weather will be monitored by:

- DTN Weather Software
- Regional Internet Radar
- Flash-to-Bang Method

APPENDIX E

Drug Testing Sanctions and Appeal Process

Positive Test for Street Drug/Anabolic Steroid

- A. Minimum, the student-athlete will be immediately ineligible for further participation in regular-season and post-season competition in all sports for the remainder of that academic year, including post-season and up to a maximum of 365 calendar days.
- B. The student-athlete will not be allowed to practice, dress out for home games, or travel to games during the period of ineligibility.
- C. The student-athlete will be required to attend weekly counseling sessions with a DBU counselor or designated external counseling professional.
- D. This period of ineligibility may be extended further at the discretion of the University or any athletic association having jurisdiction over the matter.
- E. The student-athlete will be subject to regular drug testing for the remainder of his/her collegiate career at DBU.
- F. The student-athlete must test clean with no substances, on an institutionally-administered drug/steroid test in order to regain their eligibility, in which the student-athlete will be responsible for the cost of the test.
- G. The student-athlete will be subject to other possible University disciplinary sanctions by the Dean of Students and legal action, as required by law.

Positive Test for NCAA-Banned Supplement

- A. Minimum, the student-athlete will be immediately ineligible for further participation in regular-season and post-season competition in all sports for a minimum of 60 calendar days, which may include regular-season and post-season contests, up to a maximum of 365 calendar days.
- B. The student-athlete will not be allowed to dress out for home games or travel games during the period of ineligibility. The student-athlete may be subject to suspension from all athletic practices for a period determined by the Director of Athletics.
- C. The student-athlete will be required to attend weekly counseling sessions with a DBU counselor or designated external counseling professional. This period of ineligibility may be extended further at the discretion of the University or any athletic association having jurisdiction over the matter.
- D. The student-athlete will be subject to regular drug testing for the remainder of his/her collegiate career at DBU.
- E. The student-athlete must test negative on an institutionally-administered drug test in order to regain his or her eligibility, which the student-athlete will have to pay for the cost of the test.
- F. The student-athlete will be subject to other possible University disciplinary sanctions by the Dean of Students and legal action, as required by law.

Second Positive Test Street Drug/Anabolic Steroid or a Supplement

The student-athlete will be ruled ineligible for the remainder of his/her athletic career at Dallas Baptist University.

All suspensions are confidential, and will be explained publicly as "a violation of team rules" unless made public by the student-athlete. If the student-athlete makes the matter public, the University reserves the right to explicitly release a public statement detailing the matter. participation in regular-season and post-season competition in all sports for the remainder of that academic year, including post-season and up to 365 calendar days, with a loss of season.

Sanctions Appeal Process

The student may appeal the decision to the Director of Athletics by following the prescribed appeals process:

- A. The student may file a letter of appeal with the Director of Athletics. This letter must be received within five (5) business days of receipt of written notice of the original resolution. The letter should include a copy of the original sanctions prescribed and state the reason for appeal. The Director of Athletics will send the appeal to the Intercollegiate Athletic Committee for review and consideration.
- B. The Intercollegiate Athletics Committee will meet within a reasonable time following the filing of the appeal. The date, time, place, and names of witnesses appearing on behalf of the University will be provided to the student who is appealing.
- C. Only the student appealing and representatives of the University may be present during the hearings. Authorized witnesses on behalf of the student-athlete may also appear before the committee to testify. Only the committee members and University counsel may be present during the actual deliberations of the Intercollegiate Athletic Committee.
- D. The Intercollegiate Athletic Committee may recommend that the decision of the Director of Athletics be affirmed, reversed or modified.
- E. This appellate decision will constitute a recommendation by the Student Disciplinary Committee to the President of the University. The President may make the final decision to affirm, reverse or modify the decisions of the Director of Athletics and the Intercollegiate Athletic Committee.
- F. The student will be notified of the University's final decision in writing.

This is an internal process of the University, and neither legal counsel nor other representatives may participate on behalf of the student without written permission from the Director of Athletics.

Dallas Baptist University Inclement Weather Guidelines

For all outdoor games and practices, the DBU Sports Medicine staff will monitor area weather forecasts/conditions/reports prior to game or practice times for all athletic teams on a daily basis. The coaching staff is also expected to monitor area weather forecasts/conditions/reports on a daily basis.





- Understand that the consequences at the University level may be expulsion and that the University will also assist with the enforcement of federal, state, and local antibribery laws.
- Do not accept any money from a fan for a game well played.
- Do not attempt to sell your complimentary admissions to anyone.
- Do not discuss the condition or attitude of your team with anyone other than your teammates or coaches.

Alcohol and Drug Policy

The Dallas Baptist University Education Program and Policy concerning the use, possession, or distribution of alcoholic beverages and/or illicit drugs on University property or as part of any University activity is detailed below. Each student, faculty member, and staff member should be familiar with its content.

Standards of Conduct:

- 1. The University code of conduct prohibits possession and consumption or being under the influence of alcoholic beverages on University property or as a part of any University activity.
- 2. The University code of conduct prohibits possession and consumption or being under the influence of any illicit drugs on University property or as a part of any University activity.
- 3. The University code of conduct requires that all students and employees be in compliance with all local, state, and federal laws regarding illicit drugs including, but not limited to, their use, sale, possession, or manufacture.
- 4. The University code of conduct requires that employees must notify the University, in writing, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Hazing

"Hazing" means any intentional, knowing, or reckless act, occurring on or off the campus of an educational institution, by one person alone or acting with others, directed against a student, that endangers the mental or physical health or safety of a student for the purpose of pledging, being initiated into, affiliating with, holding office in, or maintaining membership in any organization whose members are or includes students at an educational institution.

All forms of hazing are prohibited by the University and state law. Texas Education Code 37.152. The Texas anti-hazing law prohibits hazing by a person(s) at an educational institution. This law also prohibits the knowing, intentional, or reckless failure to report

APPENDIX D Drug Testing Consent Form



NCAA Student-Athlete Compliance Forms

(Academic Year)

Student-Athlete Name:		
a		

Drug-Testing Consent

Consent to Testing

You agree to allow the NCAA to test you on a year-round basis and in relation to any participation by you in any NCAA championship and in any postseason football game certified by the NCAA for the banned drugs listed in Division II Bylaw 31.2.3.1 (banned drugs) Examples of drugs under each class can be found at the NCAA Website.

Note: There is no complete list of banned substances. Check Drug Free Sport AXIS at 877-202-0769 or <u>drug free sport</u> (Password: ncaa1, ncaa2, or ncaa3) for questions about supplements, medications and banned drugs.

Consequences for a Positive Drug Test

By signing this form, you affirm that you are aware of the NCAA drug-testing program, which provides:

- 1. A student-athlete who tests positive for an NCAA-banned drug will be declared ineligible for participation in postseason and regular season competition (unless a medical exception is granted).
- 2. A student-athlete who tests positive for a banned drug other than cannabinoids and narcotics shall be ineligible for competition in all sports until he or she has been withheld from the equivalent of one season of regular season competition. The student-athlete shall be charged with the loss of one season of competition in all sports, in addition to the use of a season if he or she participated in intercollegiate competition during the same academic year. The student-athlete shall be ineligible for intercollegiate competition for 365 consecutive days after the collection of the student-athlete's positive drug-test specimen and until he or she tests negative pursuant to the policies and procedures of the NCAA Drug-Testing Program.
- 3. A student-athlete who tests positive a second time for the use of any drug other than cannabinoids or narcotics shall lose all remaining regular season and postseason eligibility in all sports. A student-athlete who previously tested positive for the use of any drug other than cannabinoids or narcotics who tests positive for use of a substance in the banned drug class cannabinoids and narcotics shall be withheld from competition for 50 percent of a season in all sports (i.e., first 50 percent of all regular season contests or dates of competition in the season following the positive test). The student-athlete will

remain ineligible until the prescribed penalty is fulfilled and he or she tests negative pursuant to the policies and procedures of the NCAA Drug-Testing Program

- 4. A student-athlete who tests positive for use of a substance in the banned drug classes cannabinoids or narcotics shall be ineligible for competition during 50 percent of a season of competition in all sports (i.e., 50 percent of all contests or dates of competition in the season following the positive test) and remain ineligible until the prescribed penalty is fulfilled and he or she tests negative pursuant to the policies and procedures of the NCAA Drug-Testing Program.
- 5. A student-athlete who tests positive a second time for use of a substance in the banned drug classes of cannabinoids or narcotics shall be subject to the penalties set forth in Bylaw 18.4.1.4.1 (penalty banned drug classes other than cannabinoids and narcotics).
- 6. A student-athlete found to have tampered with an NCAA drug-test sample shall be ineligible for competition in all sports until he or she has been withheld from the equivalent of two seasons of regular-season competition. A student-athlete involved in tampering during a year in which he or she did not use a season of competition, shall be charged with the loss of two seasons of competition in all sports. A student-athlete involved in tampering during a year in which he or she used a season of competition, shall be charged with the loss of two additional seasons of competition in all sports, in addition to the season used, unless he or she uses a season of competition in one of the next two academic years. If he or she used a season of competition in one of the next two academic years, he or she will only be charged one additional season of competition in all sports, in addition to the season used. The student-athlete shall be ineligible for intercollegiate competition for 730 consecutive days after the student-athlete was involved in tampering and until he or she tests negative pursuant to the policies and procedures of the NCAA Drug-Testing Program.
- 7. If a student-athlete transfers to a non-NCAA institution while ineligible because of a positive NCAA drug test and competes in collegiate competition within the prescribed penalty at a non-NCAA institution, the student-athlete will be ineligible for all NCAA regular season and postseason competitions until the student-athlete does not compete in collegiate competition for the entirety of the prescribed penalty while enrolled and otherwise eligible for competition at an NCAA institution. The student-athlete shall be ineligible for intercollegiate competition for the applicable consecutive days (365 or 730) after his or her final non-NCAA competition and will remain ineligible until he or she tests negative pursuant to the policies and procedures of the NCAA Drug-Testing Program.

- 8. The penalty for missing a scheduled drug test is the same as the penalty for testing positive for the use of a banned drug other than a cannabinoid or narcotic.
- 9. A student-athlete who tests positive has an opportunity to appeal the sanctions resulting from the positive drug test.

Signatures

By signing below, I consent:

- 1. To be tested by the NCAA in accordance with NCAA drug-testing policy, which provides among other things that:
 - a. I will be notified of selection to be tested;
 - b. I must appear for NCAA testing or be sanctioned for a positive drug test; and
 - c. My urine sample collection will be observed by a person of my same gender.
- 2. To accept the consequences of a positive drug test or a breach of drug testing protocol;
- 3. To allow my drug-test sample to be used by the NCAA drug-testing laboratories for research purposes to improve drug-testing detection; and
- 4. To allow disclosure of my drug-testing results only for purposes related to eligibility for participation in NCAA competition.

I understand that if I sign this statement falsely or erroneously, I violate NCAA legislation on ethical conduct and will jeopardize my eligibility. I understand that if I sign this statement falsely or erroneously, I violate NCAA legislation on ethical conduct and will jeopardize my eligibility.

Student-Athlete Signature:	Date:
IF THE STUDENT-ATHLETE IS UNDER 18 A PA	ARENT OR LEAGAL GUARDIAN MUST SIGN BELOW
Parent Legal Guardian Signature:	Date:

APPENDIX E Student Handbook – Drug/Alcohol Related Policies

HEALTH AND SAFETY RIGHTS AND RESPONSIBILITIES

The University's Alcohol and Drug Abuse Prevention Program maintains information on several sources of help for dealing with drug or alcohol abuse or addiction problems. Where community-provided (local-government or charitable) drug abuse/drug treatment or rehabilitation services exist, appropriate information and referrals will be made. Additionally, information on private professional counseling and treatment services will be made available. The Alcohol and Drug Abuse Prevention Program is located in the DBU Counseling Center, and is available to all full-time and part-time faculty and staff of the University as well as students.

Alcohol and Drug Policy

The Dallas Baptist University Education Program and Policy concerning the use, possession, or distribution of alcoholic beverages and/or illicit drugs on University property or as part of any University activity is detailed below. Each student, faculty member, and staff member should be familiar with its contents.

Standards of Conduct

- **1.** The University code of conduct prohibits possession and consumption or being under the influence of alcoholic beverages on University property or as a part of any University activity.
- **2.** The University code of conduct prohibits possession and consumption or being under the influence of any illicit drugs on University property or as a part of any University activity.
- **3.** The University code of conduct requires that all students and employees be in compliance with all local, state, and federal laws regarding illicit drugs including, but not limited to, their use, sale, possession, or manufacture.
- **4.** The University code of conduct requires that employees must notify the University, in writing, of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.

Health Risks of Alcohol and Drugs

Narcotics

Narcotics such as opium, morphine, and heroin can cause euphoria, drowsiness, respiratory depression, constricted pupils, and nausea. The symptoms of an overdose of narcotics are slow and shallow breathing, clammy skin, convulsions, coma, and possible death. Persons experiencing withdrawal from addiction to narcotics can experience watery eyes, runny nose, yawning, loss of appetite, irritability, tremors, panic, cramps, nausea, chills, and sweating.

Depressants

Depressants such as barbiturates and Quaaludes can cause slurred speech, disorientation, and drunken behavior. An overdose of a depressant may result in shallow respiration, clammy skin, dilated pupils, weak and rapid pulse, coma, and possible death. Withdrawal symptoms include anxiety, insomnia, tremors, delirium, convulsions, and possible death.

Stimulants

Stimulants such as cocaine and crack can cause increased alertness or euphoria, an increased pulse rate and blood pressure, insomnia, and loss of appetite. An overdose of stimulants results in agitation, an increase in body temperature, hallucinations, convulsions, and possible death. Withdrawal symptoms include apathy, long periods of sleep, irritability, depression, and disorientation.

Hallucinogens

Hallucinogens such as LSD and amphetamines cause illusions and hallucinations, and poor perception of time and distance. The effects of an overdose include psychosis and possible death.

Marijuana

Marijuana and hashish can cause euphoria, increased appetite, relaxed inhibitions, and disoriented behavior. The effects of an overdose include fatigue, paranoia, and possible psychosis. Withdrawal symptoms include insomnia, hyperactivity, and decreased appetite.

Alcohol

Alcohol consumption causes a number of marked changes in behavior. Even low doses significantly impair the judgment and coordination required to drive a car safely, increasing the likelihood that the driver will be involved in an accident. Low to moderate doses of alcohol also increases the incidence of a variety of aggressive acts, including spouse and child abuse. Moderate to high doses of alcohol cause marked impairments in higher mental functions, severely altering a person's ability to learn ad remember information. Very high doses cause respiratory depression and death. If combined with other depressants of the central nervous system, much lower doses of alcohol will produce the effects just described.

Repeated use of alcohol can lead to dependence. Sudden cessation of alcohol intake is likely to produce withdrawal symptoms, including severe anxiety, tremors, hallucinations, and convulsions. Alcohol withdrawal can be life threatening. Long-term consumption of large quantities of alcohol, particularly when combined with poor nutrition, can also lead to permanent damage to vital organs such as the brain and the liver.

Mothers who drink alcohol during pregnancy may give birth to infants with fetal alcohol syndrome. These infants have irreversible physical abnormalities and mental retardation. In addition, research indicates that children of alcoholic parents are at greater risk than other youngsters of becoming alcoholics.

DBU Sanctions

When the standards of conduct regarding alcohol and/or illicit drugs are violated, the University may impose the following actions and/or sanctions.

- 1. Automatic referral to the University Office of Alcohol and Drug Abuse Prevention in the Counseling Center.
- 2. Automatic and immediate expulsion or termination from the University.
- 3. Other actions and/or sanctions may be imposed if deemed appropriate.

University-imposed sanctions are <u>additional</u> to any legal actions taken by local, state, or federal authorities.

Legal Sanctions

The State of Texas prohibits the following acts and prescribes the corresponding penalties:

- 1. Being intoxicated in public such that one is a danger to oneself or others is punishable by a fine of up to \$500 and/or imprisonment up to 30 days.
- 2. It is illegal to possess or distribute alcoholic beverages in dry areas. Violation of this law is punishable by a fine of up to \$2000 and/or imprisonment up to 180 days.
- 3. The purchase, possession, or consumption of alcoholic beverages by a person less than twenty-one years of age subjects that person to a fine of up to \$500 and/or imprisonment up to 30 days.
- 4. Furnishing alcoholic beverages to a minor is punishable by a fine of up to \$4,000 and/or imprisonment up to one year.
- 5. Driving a vehicle while having an open container of alcohol in the passenger compartment is punishable by a fine of up to \$500 and/or imprisonment up to 30 days.
- 6. The possession of an intoxicating beverage on the grounds of any public school carries a penalty of a fine up to \$500 and/or imprisonment up to 30 days.
- 7. Driving under the influence of alcohol is punishable by a fine of up to \$2,000 and/or imprisonment up to 180 days with a minimum term of confinement of 72 hours. Repeat offenders face increased penalties. If a person driving under the influence of alcohol has an open container of alcohol in his/her immediate possession, such offense is punishable by a fine of up to \$2,000 and/or imprisonment up to 180 days with a minimum term of confinement of 6 days.
- 8. A person under age twenty-one who misrepresents his/her age for the purpose of purchasing alcoholic beverages may be punished by a fine of up to \$500 and/or imprisonment up to 30 days.

- 9. The illegal distribution, possession with intent to deliver, or manufacture of illicit drugs may be punished by imprisonment and up to a \$250,000 fine. Repeat offenders are subject to a sentence of ten years to life in prison and a fine of up to \$1,000,000.
- 10. The manufacture, delivery, or possession with intent to deliver an illicit drug is punishable by a jail term of ten years to life and up to a \$250,000 fine.
- 11. The possession of marijuana may be punished by 180 days to twenty years in prison and/or up to a \$10,000 fine depending on the amount of marijuana involved.
- 12. The distribution of marijuana to a minor is punishable by 2 to 20 years in prison and/or up to a \$10,000 fine.

Services Available

The DBU Counseling Center serves as the Alcohol and Drug Abuse Prevention Office and maintains information on several sources of help for dealing with drug or alcohol abuse or addiction problems. Where community-provided (local government or charitable) drug abuse/drug treatment or rehabilitation services exist, appropriate information and referrals will be made. Additionally, information on private professional counseling and treatment services will be made available.

Federal Financial Aid Drug Policy

In accordance with the Drug-Free Workplace Act of 1988 (Pub. L. No. 100-690, 102 Stat. 4181), any student who receives a federal Pell Grant and who is convicted of a criminal drug offense that occurred during the period of enrollment covered by the Pell Grant must report the conviction in writing to the Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., Room 3124, GSA Regional Service Building No. 3, Washington, D.C. 20202-4571. This report must be made within ten calendar days of the conviction. Failure to report such a conviction may subject the student to suspension or termination of the Pell Grant, and ineligibility for other types of federal financial assistance.

APPENDIX F DBU Housing Policies

2023-2024 DBU Community Policies

Community Policies and Guidelines. All guests and residents of DBU University Housing must comply with all written guidelines and community policies, including instructions for the care of University property. The DBU Community Policies are considered part of the DBU Housing Agreement. Each resident that elects to attend or be employed by Dallas Baptist University does so with the intent of being, in action and attitude, a cooperative and supportive member of this community.

It is the student's responsibility to know, understand, and abide by these guidelines and contents of the DBU Student Code of Conduct, DBU Honor Code, and DBU Student Handbook. Residents must also abide by all University Housing Community Policies and guidelines. DBU reserves the right to modify institutional and housing-related policies at any time. Failure to abide by University policies, procedures, and guidelines may result in disciplinary action and/or termination of your Housing Agreement.

Enrollment Requirements for University Housing Eligibility. All students seeking University Housing at DBU must meet the following requirements to be eligible for residency in the Residence Halls, Apartments, Townhomes, Brownstones, and Ford Village:

Maintain continuous enrollment in the fall and spring semesters as a full-time DBU student:

- For ALL Undergraduate students you must be taking a minimum of 12 hours/semester, NOT including mini-terms, or on-line classes;
- For ALL Graduate students you must be taking a minimum of 9 hours/semester NOT including mini-terms;
- For ALL residents serving as DBU Full Time Employees or Graduate Assistants, you must be taking a minimum of 6 hours/semester.
- University Housing does not provide housing for married couples or families.

Application Requirements. All students desiring to be considered for on-campus housing must complete and submit an online University Housing Application through StarRez and obtain University Housing approval. A housing application must be completed by all residents desiring to return to their space for the following year during the timeframe prescribed by the University Housing department. A completed application includes the following:

- Completed application forms
- Receipt for payment of Enrollment Fee

- Shot record clearance obtained from Health Services
- Roommate questionnaire

Minimum Residents. To provide housing for the maximum number of students, University Housing must have a minimum number of residents in each unit of upperclassmen housing. Colonial Village Apartments must have a minimum of 4 residents. Williamsburg Village Townhomes and Brownstones must have a minimum of 6 residents. Ford Village- Pedersen College and Gunn Hall must have a minimum of 8 residents.

DBU University Housing may assign residents to units and/or rooms that are under the minimum resident requirement.

A single resident cannot choose to add a 5th or 7th roommate without the agreement of the whole unit. Accordingly, all residents must be in agreement when moving down in number of total residents to minimum occupancy.

University Housing Amenities. All housing appliances provided by DBU should be well-maintained outside of normal wear and tear. Any damage incurred outside of normal use can result in a fine based upon the cost of damages. Micro-fridges will be provided by DBU for Residence Hall students.

The Residence Halls, which include Lange Hall, Williams Hall, Spence Hall, and Crowley Complex are located on the south side of campus and include the following amenities:

- Wireless Internet Cable Television
- Free Laundry Room with Whirlpool Appliances
- Vending Machines Snacks and Sodas Partially furnished bedrooms (one bed per resident and dresser equaling up to 6 drawers; two desks and chairs per bedroom)
- Ice Maker and Microwave
- Micro-fridge
- 24-Hour Emergency Maintenance Service
- Onsite Maintenance
- 24-Hour Campus Police and Security Services
- On-site Mail Center

Please note: All furniture that comes with the room must stay in the room. Removal of furniture could result in a fine.

The Colonial Village Apartments, Williamsburg Village Townhomes, Brownstones, and Ford Village-Pedersen College and Gunn Hall are luxurious dwellings with numerous amenities for residents. Each unit includes:

- Fully functional kitchen with a dishwasher and garbage disposal
- Built-in microwave oven with vent-a-hood
- Conventional oven
- Refrigerator with ice maker
- · Full-size washer and dryer
- Partially furnished bedrooms (one bed per resident; one shared dresser, one desk, and one chair per bedroom)
- Wireless Internet Cable Television
- Ceiling fans
- Wireless internet access
- On-site Mail Center

Please note: All furniture that comes with the unit must stay in the unit. Removal of furniture could result in a fine.

Residents' Billing Responsibilities. Ford Village-Stone House and Jewel House residents are billed on a term basis which includes the entire semester's housing charge coupled with the meal plan. Residence Hall charges are assessed on the first day of the semester. These charges may only be prorated for students moving to other University housing. Housing will not be prorated for withdrawal from the University or moving off campus to commute. Payment plans can be set up through the Cashier's Office including the full tuition billing.

The Apartments, Townhomes, Brownstones, and Ford Village - Pedersen College and Gunn Hall are **billed monthly**. Upperclassmen housing utilizes average billing for electric service, which is included in the total monthly payment. The University reserves the right to adjust average billing in accordance with current utility costs. Water, wastewater, and sanitation services are included in monthly housing charges. Wireless Internet Cable television is also included. Residents are collectively responsible for their unit's monthly housing payment. **Housing payments are due on the first day of each month and billed to a separate account from tuition. Please pay close attention to which account you are applying payment. Because tuition is paid to a separate account, upperclassman housing is not automatically covered by loans, scholarships, grants, or financial aid. Late fees will be assessed on the 4th day of each month with an initial \$50.00 penalty, and a second \$70.00 penalty to be assessed on the 15th day of each month. Each resident is responsible for his or her portion of the housing charge. The University does not send out monthly notifications of rent due nor do they provide auto drafts.**

Options for housing payment include:

- Cash, check, money order, or Credit card (online only)
- All mailed housing payments must be postmarked on or before the first day of each month

 Pay in person at the Cashier's Office (located in the John G. Mahler Student Center) with cash, check, or money order

Pay online through your myDBU account [dbu.onelogin.com]. Click

TouchNet: Make a Payment

New Resident Fee. This one-time, non-refundable fee of \$225.00 per Apartment, Townhome, Brownstone, and Ford Village - Pedersen College and Gunn Hall resident will be assigned to the student account once the resident has signed the Housing Agreement. This fee will cover the maintenance and turnover from use of carpet, appliances, other flooring, repainting, and any other normal wear and tear that may come from daily use. Excessive damage and abrasive use by residents could result in additional charges being billed to individual residents or the residents of an entire unit. Charges for excessive damage will be determined by the Director of University Housing.

Housing Agreement Contract Terms. The Residence Halls and Ford Village - Stone House and Jewel House Housing Agreement for approved applicants during the academic year extends from the first day of move-in for the fall 2023 semester through the day of move-out in the spring 2024 semester.

University Housing offers a 12-month Housing Agreement for approved applicants during the academic year, beginning June 1, 2023 and ending May 15, 2024. Payments for University Housing are due monthly (not by the semester) and payment begins June 1st, whether you are living on campus during the summer or not.

Meal Plan. Each semester, University Housing residents living in the Apartments, Townhomes, Brownstones, and Ford Village - Pedersen College and Gunn Hall are required to purchase a meal plan, at minimum, the Resident Flex Plan specific for their housing location. These Resident Flex Plans expire on the last day of the spring semester. No refunds will be issued after the last day of late registration on unused portions. Additional optional on-campus dining meal plans for upperclassmen housing residents are available through University Housing.

Pet Restrictions. All animals, birds, fish, insects, reptiles, or other pets are not permitted in University Housing. Upon discovery of a pet policy violation, an initial charge of \$250.00 per animal per resident will be assessed, and a daily charge of \$100.00 per animal per resident from the date your animal was brought into your unit until it is finally removed. If the animal is not removed immediately, the resident(s) may be subject to removal from University Housing or further disciplinary actions.

The fine will be doubled to \$500 if the unit is found to have allowed any stray animals into the unit. The residents will also be responsible for the cost of any damages.

Curfew hours are Sunday - Thursday at 12:00 a.m. and Friday and Saturday at 1:00 a.m. Campus Security begins scanning all University Housing residents at the entry gate at 11

p.m. Students' curfew violations will be monitored, and excessive curfew violations will be addressed if academic performance suffers.

- Closing Times for Residence Hall Lobby/Co-Ed:
 - Sunday Thursday at 11:30 p.m. and
 - o Friday and Saturday at 12:30 a.m.

Apartment, Townhome, Brownstone, and Ford Village - Pedersen College and Gunn Hall residents may allow guests over during daytime hours at their discretion. Guests are NOT required to check in or out during a visit. Residents of University Housing and their guests are expected to conduct themselves in accordance with the policies and procedures subscribed in the DBU Student Handbook and DBU Student Code of Conduct. Residents are responsible for the actions and behavior of their guests. University Housing residents are responsible for setting their own curfew for housemates and/or visiting guests. To avoid conflict within the unit, the set time should be agreed upon by all residents of the unit. DBU's curfew for all upperclassmen residents is 12 a.m. Sunday - Thursday and 1 a.m. Friday and Saturday.

Overnight Guest Policy. Every overnight guest in the Residence Halls should be registered in the University Housing Office by 5:00 p.m. the day of the visit. If your guest will be arriving over the weekend, notify University Housing by 5:00 p.m. on Friday. All guests must be registered to gain access to campus housing. Unregistered guests will result in a \$10.00 fine to the resident. Each resident's guest is limited to two nights, not to exceed four total in the course of the semester. Each student will be held responsible for the actions of his/her guest(s). Overnight guests must be 17 years of age or older and of the same gender as the resident being visited. University Housing reserves the right to make adjustments to the guest policy at any time during the agreement term.

Upperclassman housing overnight guests must check in with security and fill out a formal request form. They may be invited to spend a maximum of two (2) consecutive days in any housing unit, and no more than four (4) days in any, one month (per UNIT, not per resident). Guests must be at least 17 years of age or older and the same gender as the resident(s) being visited. No one of the opposite gender is allowed to sleep, take naps, stay the night, bathe, or be in your housing unit when you are not there.

Violations of the overnight guest policy may result in removal from University Housing and further disciplinary actions determined by the Director of University Housing or the Dean of Students office. Residents' parents or siblings of the opposite gender may not stay overnight in University Housing. Residents are responsible for the actions and behavior of their guests.

Roommate Selection. During the application process for living in the Residence Halls, and during the break between fall and spring semesters, students can submit a request for their roommate, however each placement must be approved by University Housing

and is not guaranteed. All roommates must be of the same gender and must reside in their respective male or female residence hall.

Students may select their own roommates for their Apartment, Townhome, or Brownstone. All roommates must be of the same gender and must be approved applicants of University Housing. Students in need of additional roommates may submit a request through the University Housing Office to receive a "Waitlist." Residents under a multi-occupant Housing Agreement are jointly and separately responsible for the entire amount of their housing charge regardless of the number of roommates in the unit.

Ford Village – Pedersen College and Gunn Hall, Stone House and Jewel House roommates are selected by the program directors.

Roommate Conflict. When University Housing is notified of general roommate conflict, the following guidelines are followed. University Housing staff will mediate conflict between the roommates and work to bring resolution. Residents may not force the removal of a roommate and will need to fully explain their conflict to the University Housing staff member. University Housing will not respond to reports brought by parents, family, and/or friends. A report of roommate conflict or disagreement must come from the resident. All residents will be treated with respect and dignity during the conflict mediation process. Residents cannot demand a unit or room changes without first working through mediation. Roommate conflict is not an automatic reason to be released from a Housing Agreement.

Mental Health Emergency. Dallas Baptist University seeks to provide a safe and supportive environment for each student, faculty, and staff member called to work and/or learn on this campus. In some cases, one's personal life or mental health may create diversions or distractions from accomplishing that for which they are called to DBU. It is the duty of each member of the DBU family to remain vigilant in their recognition of possible warning signs regarding a fellow student, faculty, or staff member's mental health and welfare.

If you believe an individual is an immediate threat to harm themselves or others, contact the Campus Police at 214-333-5555. If you have knowledge of or observe unusual behavior that creates concern for the mental health and/or safety of any member of the university community but does not present an immediate danger, you should report the behavior to the Office of Student Affairs at 214-333-5101. For your reference, possible signs of mental distress may be found in the Student Handbook. Every effort will be made to keep all information confidential.

Assessment and Action for Immediate Threat. Individuals who engage in reckless or dangerous behavior, or who demonstrate a propensity to create a danger to themselves and/or others in the university community may be removed from the campus and may

be precluded from participating in any campus activity including class attendance and continued receipt of campus services until such time as a suitable resolution to the matter can be reached. Students living in campus housing that are deemed a danger to themselves or others may be required to leave the residence halls, apartments, or the campus community immediately. These students may not return to campus housing without an evaluation and clearance from a psychiatrist as required by the University. Additionally, students who enter a hospitalization or treatment program may be asked to remain off campus for the duration of the program. Psychiatric evaluation or completion of a treatment program does not constitute automatic readmittance to university housing, or to the campus community. A return to campus must be approved by the Dean of Students or Vice President for Student Affairs.

Early Termination of Housing Agreement. Residents may be considered for release from their Housing Agreement at the discretion of the University Housing Office and Dallas Baptist University. Residents who are granted release from their unexpired Housing Agreement will not be eligible for any fee refunds and will also be subject to the \$550 Early Termination of Housing Agreement Fee.

Residents graduating in the middle of a Housing Agreement (August or December) must be signed off by all roommates by the date designated by University Housing. The graduating resident is still responsible for working with the remaining residents in finding a replacement. If the roommates fail to approve a replacement roommate, and sufficient evidence and documentation of efforts is submitted to University Housing, then University Housing will release the graduate from the Housing Agreement on the designated date. The remaining residents will be responsible for the increased rent until they secure a replacement or University Housing places a resident due to the demand and need for housing. The graduating resident will not be subject to the \$550 Early Termination of Housing Agreement Fee.

Residents graduating in May will not be permitted to sign off a Housing Agreement within their final semester once the semester begins. All spring sign-offs must be completed by January 31st and will result in a \$550 Early Termination Fee.

Noise Restrictions. Quiet hours for the Residence Halls are from 10:00 p.m. - 8:00 a.m. each day of the week. Residents are to respect their fellow residents by observing this policy. At all times, music, TV's, video games, and instruments should be at a volume level that cannot be heard outside of the room.

Each resident is expected to be a responsible member of the University Housing community. Residents should keep noise at a level that cannot be heard outside of their housing unit with the door closed. Residents who receive an excessive number of noise complaints, which shall be determined by the University Housing Office, may be removed from the housing unit.

Restrictions on Decorations and Furnishings. Students living in on-campus housing may not remove any University-provided furnishings from their assigned unit without written permission from the University Housing Office. Residents may bring additional furnishings into their units as desired, excluding beds. Beds are provided for residents which fit the room and standards of the University. Exceptions may be granted on a very rare case-by-case basis by submitting a written request to the Director of University Housing. Beds brought in without written approval will be automatically denied. Residents who remove any part of the bed from the DBU premises will be responsible for the full cost of the bed. Care should be taken by all residents of University Housing when hanging pictures, plaques, or other wall décor. Make sure the proper hangers are used to support the weight on the items being hung. Damage to the walls of the unit could be charged to your student account.

Items prohibited in the Residence Halls, Apartments, Townhomes, Brownstones, and Ford Village:

- No grills allowed in or around the Residence Halls, Apartments, Townhomes, Brownstones, or Ford Village
- No water beds or other water furnishings
- No wallpaper, contact paper, or paint
- No candles, incense or open flames of any kind or upturned or halogen lamps. If found in housing accommodations, they will be confiscated and not returned.
- No space heaters or portable A/C units unless placed by DBU Housing or Maintenance due to repairs. Any unit found in violation will have it confiscated and not returned. No two-pronged wire extension cords – see Appendix B for extension cord guidelines
- No power tools
- No stickers on windows
- No offensive or inappropriate decorations
- No alcohol or drugs, including vape pens/e-cigarettes of any kind
- Any student in the possession of alcohol or illegal drugs will be subject to removal from University Housing. Drug and alcohol use have no place in the educational process and will be addressed as soon as identified. Empty alcohol containers will constitute violation of University Housing's alcohol policy.
- No tobacco, gambling, pornography, or other sexually explicit material
- No guns or weapons of any kind including ammunition, and if found will be confiscated
- Other prohibited items:
 - o BB Guns
 - Pellet Guns
 - Paintball Guns
 - Air Soft Guns
 - Orbeez Guns or similar items
 - Bow and Arrows

- Swords or Knives (Longer than 5.5 inches)
- Satellite Dishes
- Tasers
- No cooking with a stove top or hot plate is allowed in the Residence Halls.
 Appliances such as crock pots, toasters, air fryers, and personal microwaves are not allowed in students' rooms. Only the microwaves on the DBU furnished micro-fridges are allowed, and residents are expected to care for and clean them on a regular basis.
- No spray painting or painting of signs, props, sets, or other items is allowed in the units, or on uncovered porches, sidewalks, or pavement of DBU. If resident(s) need to paint, appropriate materials and tarps must be used, and it must be done outside. If there is any damage to DBU property, all residents of the unit will be fined and responsible for the cost of the damage/repairs.

Trash, Breezeway and Porches. All residents must take trash to the dumpsters inside the fenced areas. Trash found in a resident's breezeway, porch, or any other undesignated location will result in a fine. Trash found on the ground inside the fenced area holding the dumpster will result in a **\$50.00** fine for an individual or unit responsible.

- 1. **Breezeways and Porches.** The only item allowed in your breezeway or on your porch is a welcome mat. No holiday decorations may be displayed outside of the unit or in windows showing to the outside. **You may hang a non-live wreath on your front door.** Anything else found outside your door will result in a **\$25.00 fine** per item per resident.
- 2. Do not leave any unused furniture outside of your unit or room. This includes DBU Furniture that is not to be removed from your unit. If found outside of your unit, this will result in a minimum \$50 fine per item per resident.

Smoking Policy. To provide the safest and healthiest possible atmosphere for each student, Dallas Baptist University has been designated a smoke-free campus. DBU prohibits the smoking of any products, including but not limited to cigarettes, ecigarettes, vape pens, pipes, cigars, hookahs, and water pipes. Residents found violating this policy, as a first-time offense, will be subject to a **\$50.00 fine. Repeat offenders will face possible removal from University Housing and further disciplinary action.**

Fire Alarm Tampering. Tampering, damaging, or disconnecting fire alarms will not be tolerated and may result in a \$200 fine. Failure to report malfunctioning fire alarms in a unit and removing the battery will result in a fine. Fire alarms must be connected and working at all times. If there is an issue, please contact maintenance immediately through housingmaintenance@dbu.edu.

Pool and Hot Tub Guidelines. The pools and hot tub facilities are for the exclusive use of residents and their guests. Residents are required to show their DBU student

identification cards upon request. Only 2 guests are allowed for each Apartment, Townhome, Brownstone, or Ford Village resident at one time. A guest may not use the pool and spa more than four times per month. The sponsoring resident must accompany all guests. A pool curfew is always in effect, which is 12:00 a.m. every day of the week. Residents are responsible for the actions and behavior of their guests. Glass containers are not prohibited in or near pools and all other common areas. No animals are allowed at any time.

Renter's Insurance. DBU strongly suggests that all residents purchase renter's insurance to cover any lost or damaged items. The University is not responsible for theft, damage, or loss of personal property.

Parking for Residents. Park only in spaces that are marked with a line on either side of the parking space. DO NOT PARK IN:

- Resident Director's, University Housing/Apartment Life, Health Services, or Student Affair's spaces.
- 2. 30-minute parking area for more than 30 minutes
- 3. Handicapped parking without a permit
- 4. Fire lanes
- 5. In an undesignated lot (i.e., No Freshmen in upper lot)

Parking Stickers for Residents. Parking lots have been designated to residents, University Housing staff, and Health Services staff. Townhome and Brownstone parking is located around Williamsburg Village and by the Colonial Village buildings. Additional parking for Colonial Village residents and their guests is available in the lower lot or upper lot behind the Ebby Halliday Center. Ford Village parking is located around the Ford Village complex. Additional parking for Ford Village is located across the bridge. Guests of residents may not park in the designated parking lots. Any unauthorized person(s) parking in the lots designated for residents, University Housing staff, and associated employees will be subject to parking citations, vehicle impairment, towing, and/or impoundment. Violators will be responsible for any fees assessed for this procedure. Dallas Baptist University will not be responsible for any damages incurred to vehicles as a result of vehicle impairment, towing, and/or impound. No vehicle repairs are permitted on campus outside of battery replacements and flat tires, or other work viewed as minor emergency repairs. No oil replacement and other vehicle repairs or vehicle building is allowed.

Maintenance Requests. Maintenance requests for any resident living within one of the four residence halls (Williams, Lange, Spence, Crowley Complex) can be submitted to the University Housing Office through the following means: 1.) Contact your Resident Assistant. They will submit the request to the University Housing Office. 2.) Email housingmaintenance@dbu.edu or, in the case of an emergency, call the University Housing office directly at 214-333-5455. Please describe your specific issue in detail so

that we may better help to rectify the issue. After Hours Maintenance Requests can be submitted through the following means: 1.) Contact the Resident Assistant on duty from 6 pm - curfew in the respective RA office of your building. They can assist you in submitting your maintenance request. 2.) Email University Housing at housingmaintenance@dbu.edu. Please describe your specific issue in detail so that we may better help to rectify the issue and submit a picture if applicable. Any damages done to the room itself or DBU property will incur a fine to the student, and the student will be responsible for the cost to repair the damages. This includes the use of mattresses for anything other than sleeping and purposeful damage of ceiling tile in the Residents Halls.

Maintenance Requests: University Housing-including Stone House and Jewel House -Requests, Repairs, Malfunctions in unit. If you or any occupant of an Apartment, Townhome, Brownstone, or Ford Village (including Stone House and Jewel House) needs to send a notice or request – for example, for repairs, installations, services, ownership disclosure or security-related matters – it must be sent via email to housingmaintenance@dbu.edu except in the case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, crime in progress, or fair housing accommodation or modification. Our written notes on your oral request do not constitute a written request from you. Please submit a picture if applicable. Our complying with or responding to any oral request regarding security or any other matters doesn't waive the strict requirement for written notices. You must promptly notify us of water leaks; mold; electrical problems; malfunctioning lights; broken or missing locks or latches; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the unit if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are normally not emergencies. If air conditioning or other equipment malfunctions, you must notify us as soon as possible. We will act with customary diligence to make repairs and reconnections, taking into consideration when casualty insurance proceeds are received. Housing charges will not abate in whole or in part.

DBU Housing staff will respond to written maintenance requests submitted by residents only. We will not respond to maintenance requests submitted via phone call or email from parents, coaching staff, or family of the resident.

Negligence Fee. A \$200 negligence fee will be charged to any resident who fails to notify University Housing of damage in the unit. If the lack of reporting results to greater damage and maintenance, the residents will also be responsible for the cost to repair the damage in the unit or DBU property.

A \$200 negligence fee will be charged to residents who repeatedly flush products prohibited by University Housing. (i.e., feminine hygiene products, flushable wipes, food, etc.). The resident may also be responsible for the cost to repair the damage in the unit, room or DBU property.

Emergencies may be called in to the University Housing Office (214.333-5455) during normal business hours, and after hours to the DBU Campus Police Office (214.333.5555).

Routine Maintenance. In addition to entering Apartments, Townhomes, Brownstones, or Ford Village, including Stone House and Jewel House upon the request of residents for maintenance requests, University Housing reserves the right to conduct monthly maintenance and security checks on every Apartment, Townhome, Brownstone, and Ford Village - Pedersen College and Gunn Hall unit including, but not limited to, the following:

- Air filter changes
- Testing or replacing detection device batteries
- Removing health or safety hazards or items prohibited under our guidelines
- Delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices
- Removing unauthorized window coverings
- Stopping excessive noise
- Inspections (cleanliness, High Efficiency laundry detergent, air conditioning)
- Suspected violations of University guidelines

Emergencies. All residents of University Housing are responsible for keeping their Residence Hall, Apartment, Townhome, Brownstone, or Ford Village door locked. All residents of University Housing are responsible for carrying their unit key with them at all times. A \$25.00 per resident lock-out fee will be assessed to each unit found unlocked by authorized University personnel and no residents' home. Residence Halls, Apartments, Townhomes, Brownstones, and Ford Village will be locked by authorized University personnel following entry for routine maintenance repairs, air filter changes, facility inspections, security/safety assessments, or other institutional sanctioned reasons.

If a resident of the Residence Halls becomes locked out of his/her room, a \$25 charge will be assessed.

If a resident of an Apartment, Townhome, Brownstone, or Ford Village unit becomes locked out of his/her unit during business hours between 8:00 a.m. and 5:00 p.m. on Monday-Friday, excluding holidays, the unit will be opened without charge. During non-business hours, excluding holidays, the unit will be opened with a \$20 charge. If lock-out occurs on a holiday, the charge will be \$50.

Lost Keys. Broken keys will be replaced at no charge only if the broken key is presented to the University Housing Office. The lost key charge for all housing units is \$100.00. Requests for key replacements may only be made in person at the University Housing Office.

University Housing Community Meetings. The University, as needed throughout the Housing Agreement term, may call mandatory resident community meetings. In order to fulfill the requirements to live in the Residence Halls, Apartments, Townhomes, Brownstones, and Ford Village, each resident is required to attend the meetings. Residents not in attendance may be subject to fines, disciplinary action, or removal from University Housing.

DBU Email. University Housing offices will communicate with all residents by student email as well as the email given upon the signing of your Housing Agreement. It is the student's responsibility to check their DBU allocated email for any updates regarding their on-campus housing and/or upcoming community events.

Cleaning. You must thoroughly clean your Apartment, Townhome, Brownstone, or Ford Village - Pedersen College and Gunn Hall, including doors, windows, furniture, bathrooms, kitchen appliances, patios, or balconies. You must follow move-out cleaning instructions if they have been provided. If you don't clean adequately, you'll be liable for reasonable cleaning charges – including charges for cleaning carpets, mini blinds, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs due to negligence, carelessness, accident, or abuse). Unit checks are conducted multiple times a semester and residents are given notice by email typically the week before. If a unit fails to maintain a clean unit aside from normal wear, University Housing will fail the unit and a \$250 cleaning fine to be divided equally among the students of the unit or in certain circumstances a \$250 fine per violator. In cases of extreme neglect, University Housing may schedule cleaning through Service First Janitorial at the expense of the residents. The fee for cleaning will be divided equally among the residents of the specified unit.

Washer & Dryer Units. Full-size washers and dryers are provided for use in the Residence Halls. Each Apartment, Townhome, Brownstone, and Ford Village unit is furnished with a full-size washer and dryer for resident use only. Residents found allowing non-residents to use these facilities will result in a fine of \$25.00. All residents are required to use HE (High Efficiency) detergent in their washer. Using regular detergent will damage the machine. University Housing reserves the right to throw away any detergent that is not High Efficiency.

Room Checks. Each resident's living space should be kept clean. Room checks will be conducted by Resident Assistants and/or Community Assistants approved by the Director of University Housing to assess cleanliness and address maintenance needs weekly. Residents should expect to share cleaning responsibilities and are responsible

for providing their own cleaning supplies. Repeated failures to clean will result in fines. The fine will be charged to the student's account. While striving at all times to respect residents' personal privacy, the University reserves the right to authorize entry into a student's room to evaluate cleanliness and general maintenance, to investigate a possible violation of University policy or when the welfare of the occupant, another student, or the University Housing office has a concern. The Vice President of Student Affairs, the Dean of Students, or the Director of University Housing must approve such entry. Reasons for entry include, but are not limited to, maintenance repairs, facility safety, or to investigate a suspected violation of University regulations, in such cases two or more staff members will be present.

Move-in/out Policy. Residence Hall, Ford Village - Stone House and Jewel House residents may move into the rooms the weekend before the beginning of the semester, or at the assigned time arranged by University Housing to accommodate mini-term classes and University athletic teams. No student may move in prior to the assigned date.

Apartment, Townhome, Brownstone, and Ford Village- Pedersen College and Gunn Hall residents will not be allowed to move out before the Housing Agreement term expires unless the resident has satisfied all University Housing sign-on and/or sign-off procedures or all housing payments for the entire Housing Agreement term is paid in full. Early move-out may result in re-letting charges and acceleration of future housing payments. Residents must give DBU and the U.S. Postal Service, in writing, each resident's forwarding address. Failure to complete sign-off procedures before the agreed upon date will result in an improper check-out fine.

Move-out Inspection. Residence Hall, Ford Village - Pedersen College and Gunn Hall, Stone House and Jewel House residents must arrange with their RA, Mentor, or RCA prior to move out for an inspection of the living space. Students will be required to vacate the Residence Hall, Ford Village, Stone House, or Jewel House within 24 hours of the student's last assigned final exam of the semester.

Apartment, Townhome, Brownstone, and Ford Village residents will meet with a University Housing representative for a move-out inspection. Our representative has no authority to bind or limit us regarding deductions for repairs, damages, or charges. Any statements or estimates by us or our representative are subject to our correction, modification, or disapproval before final refunding or accounting.

Health Services. Located in Colonial Village Apartment #1108.

Hours of operation are Monday-Friday: 8:00 a.m. - 6:00 p.m. and Saturday: 9:00 a.m. - 12:00 p.m.

Call 214-333-5151 for more information.

Residence Halls Miscellaneous Information:

Housing Agreement Terms. The Residence Halls Housing Agreement for approved applicants during the academic year extends from the first day of move-in for the fall 2023 semester through the day of move-out in the spring 2024 semester.

Meal Plan. All Residence Hall residents are required to purchase a meal plan; at the minimum, the 14 Meal Plan must be purchased.

Meal Plan Proration. The University Housing Office reserves the right to determine the proration for all housing residents - subject to change per calendar dates. **Meal Plan Options for Residence Halls (2022-2023 Pricing).**

14 Meal Plan (Includes \$125 flex dollars) - \$2,950 + tax (per semester)

Unlimited Meal Plan (Includes \$100 flex dollars) - \$3,100 + tax (per semester)

Unlimited Plus Meal Plan (includes \$500 flex dollars) - \$3,500 + tax (per semester)

Curfew Hours from Sunday to Thursday are 12:00 a.m. and Friday and Saturday 1:00 a.m. Campus security begins scanning all University Housing residents at the main entry gate at 12:00 a.m. Student's curfew violations will be monitored, and excessive curfew violations will be addressed if academic performance is affected.

Closing times for Residence Hall Lobbies and Co-Ed - Sunday to Thursday at 11:30 p.m. and Friday and Saturday at 12:30 a.m.

Roommate Selection. During the application process for living in the Residence Halls, and during the break between fall and spring semesters, students can submit a request for their roommate; however, each placement must be approved by the Resident Directors or Director of University Housing. Roommate requests are not guaranteed. All roommates must be of the same gender and must reside in their respective male or female residence hall.

Apartments, Townhomes, Brownstones, and Ford Village Miscellaneous Information: Minimum Residents. In order to provide housing for the maximum number of students, the University Housing Office must have the minimum number of residents in each unit. Colonial Village Apartments must have a minimum of 4 residents. Williamsburg Village Townhomes and Brownstones must have a minimum of 6 residents. Ford Village must have a minimum of 8 residents.

Meal Plan. Each semester, University Housing residents living in Apartments, Townhomes, Brownstones, and Ford Village are required to purchase a meal plan. **No**

meal plan refunds will be issued after the last day of late registration of the current academic term.

Apartment, Townhome, and Brownstone residents must purchase at minimum, the \$275 Resident Flex Plan. This meal plan includes \$275 flex dollars that will be available for use through the individual resident's student ID card. The Resident Flex Plan expires the last day of the spring semester.

Ford Village upperclassmen residents must purchase at minimum, the Resident Flex Plan 3, which includes 3 meals per week with \$200 flex dollars.

Optional Meal Plans for Apartments, Townhomes, Brownstones, and Ford Village:

Any resident does have the right to replace their minimum required meal plan with an upgraded one from the following options.

14 Meal Plan (Includes \$125 flex dollars) - \$2,950 + tax (per semester)

Unlimited Meal Plan (Includes \$100 flex dollars) - \$3,100 + tax (per semester)

Unlimited Plus Meal Plan (includes \$500 flex dollars) - \$3,500 + tax (per semester)

50 Meal Block - \$330 + tax

The Patriot Plan (includes 15 meals in the Dining Hall) - \$350

Resident Flex Plan - \$275 + tax (not available to Ford Village Residents)

Resident Flex Plan 3 meals per week (w/\$200 flex) - \$825 + tax

Resident Flex Plan 7 meals per week (w/\$175 flex) - \$1,600 + tax

Resident Flex Plan 10 meals per week (w/\$150 flex) - \$2150 + tax

Roommate Selection: Students may select roommates for Apartments, Townhomes, or Brownstones. All roommates must be of the same gender and must be approved applicants verified by the University Housing Office. Students in need of additional roommates may submit a request to the University Housing Office to receive a "Looking for Roommates List." Residents under a multi-occupant Housing Agreement are jointly and separately responsible for the entire amount of monthly rent regardless of the number of residents in their unit. If the number of residents falls below the minimum due to residents refusing to sign-on new roommates when there is a waitlist, all residents will be responsible for the increased rent. In cases where residents fail to fill

their unit and there are people on the waitlist, University Housing reserves the right fill the unit.

Early Termination of Housing Agreement. Residents may be considered for release from a Housing Agreement at the discretion of the University Housing Office and Dallas Baptist University. A copy of the release request procedures may be obtained at the University Housing Office and must be followed correctly as to fulfill the requirements to be considered for release from the Housing Agreement. Residents who are granted release from the Agreement will not be eligible for any fee refunds and will also be subject to the **\$550 Early Termination** of Housing Agreement Fee.

Students switching units in the middle of a Housing Agreement term must be signed off their Housing Agreement by all roommates on or before the following dates for the Fall and Spring terms. They must also be signed onto their new units no later than the same date. There will be no exceptions. You will be subject to the **\$275 Switching Fee**.

Fall Term: August 1, 2023

Spring Term: December 15, 2023

No sign offs or switching of units will be allowed after the dates listed above.

Students graduating in the middle of a Housing Agreement term must be signed off by all roommates and complete the process by graduation. Failure to start the process by December 1st will result in a \$275 improper sign-off fee. The graduating student is still responsible for finding a replacement for the Housing Agreement. If a roommate is not found, the graduating student will continue to be responsible for all housing charges, fines, etc. until the student is officially signed off the Housing Agreement by all current roommates. All roommates must sign the roommate off by December 31, 2023.

Last Revised: February 2023

APPENDIX A

COVID-19 Addendum

Dallas Baptist University ("DBU") or ("University") aims to protect the health and safety of our students and to minimize the potential spread of disease within our community. As a resident within DBU Housing, the 2019 Novel Coronavirus or similar public health crisis ("COVID-19") may impact your housing experience. The below policies and guidelines are incorporated into DBU's Resident and Community Policies and University Regulations and applicable to all residential students. These policies are subject to updates, modifications, and revisions. To the extent this policy conflicts with DBU's Housing Agreement or other policies, the COVID Housing Policies supersede any conflict and control.

Housing Specific Disclosure. An inherent risk of exposure to COVID-19 exists in any public or communal place where people are present, including shared living spaces such as apartments and residence halls. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, those individuals with underlying medical conditions are especially vulnerable. By living on campus, residential students recognize and voluntarily assume all risks related to exposure to COVID-19.

Policies. All University students must comply with DBU's Health and Safety Policy.

Capacity. Due to high demand for housing, University Housing will operate at typical occupancy levels for DBU housing areas. In order to provide access to DBU education for students, campus residents will have 1-2 roommates.

Cleaning Policy

Each resident's living space should be kept clean. Room checks will be conducted by the Resident Assistants and/or Community Assistants to assess cleanliness and address maintenance needs once a week. Residents should expect to share cleaning responsibilities and are responsible for providing their own cleaning supplies. Excess failures will result in fines. The fine will be charged to the student's account. While striving at all times to respect residents' personal privacy, the University reserves the right to authorize entry into a student's room to evaluate cleanliness and general maintenance, to investigate a possible violation of University policy or when the welfare of the occupant, another student, or the University Housing office has a concern. The Vice President of Student Affairs, the Dean of Students, or the Director of University Housing must approve such entry. Reasons for entry include, but are not limited to, maintenance repairs, facility safety, or to investigate a suspected violation of University regulations."

Apartments, Townhomes, Brownstone, or Ford Village-Pedersen College and Gunn Hall

Cleaning Policy

Residents must thoroughly clean their Apartment, Townhome, Brownstone, or Ford Village unit, including doors, windows, furniture, bathrooms, kitchen appliances, patios, or balconies. Residents must follow move-out cleaning instructions if they have been provided. If residents don't clean adequately, they will be liable for reasonable cleaning charges – including charges for cleaning carpets, draperies, furniture, walls, etc. that are soiled beyond normal wear (that is, wear or soiling that occurs due to negligence, carelessness, accident, or abuse). If a unit fails to maintain a clean unit aside from normal wear, the University Housing Office will allot the residents one week to clean the

unit. If the unit has not been cleaned within the week allotted, University Housing Office will schedule cleaning through Service First Janitorial at the expense of the residents. University Housing office reserves the right to determine the necessary cleaning services. The fee for cleaning will be divided equally among the residents of the specified unit. Service First Janitorial does extend cleaning services to the DBU University Housing residents on a one-time, weekly, or monthly bases to the Apartments, Townhomes, Brownstones, or Ford Village -Pedersen College and Gunn Hall. Service fees range from \$150 to \$175. If you wish to set up a walk through and schedule a cleaning, you can contact Mariano Garza at 972-214-7777.

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Refund Availability. The University will maintain Residential Housing for all residential students during the academic year, unless otherwise ordered by federal, state, and/or local health officials or as determined by University Leadership. Housing refunds will not be issued solely due to the need to transition to remote instruction while residential housing is still available on campus. Upon reasonable notice, DBU reserves the right to terminate housing contracts due to public health emergency needs, including COVID. In the event DBU terminates housing contracts due to public health concerns, DBU will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time. In the event of a conflict between this policy and the Housing Agreement, this Section will apply. Notwithstanding the foregoing, all normally available fees and refunds for housing are provided in Section IV of the Agreement.

Off-Campus Quarantine and Isolation Requirements. To protect the health and safety of the University community and due to the limited on-campus housing resources, DBU may require students to isolate or quarantine off-campus unless extenuating circumstances exist. At any time, the University may request or require a resident to leave University Housing when that resident's continued presence in the housing community poses a health or safety risk for community members. Residential students are required to comply with requests from DBU Housing to leave their assigned space due to COVID or other public health emergency and failure to do so is a violation of this policy and may subject a student to emergency removal from their assigned space. Removal from DBU Housing to isolate or quarantine does not constitute a termination of a residential student's Housing Agreement.

On-Campus Quarantine and Isolation Requirements. In certain circumstances, DBU may permit students to quarantine or isolate on-campus. DBU may permit those individuals to remain quarantined or isolated within their on-campus residence, but these residents may not leave their on-campus housing, except in the case of an emergency and must contact the DBU COVID Response team to make them aware of the emergency. Residents instructed to quarantine or isolate must also follow the behavioral expectations and instructions they receive from the DBU COVID Response team. Residents instructed to self-quarantine or isolate on-campus must do so for the length of time determined by the DBU COVID Response team or until they are given

notice that they may end their self-quarantine. Violations of quarantine or isolation may be subject to disciplinary action.

COVID Care Plan Requirement. Residents are required to prepare a COVID Care Plan to identify what steps they will take to plan for their health, safety, and housing in the event they are required to quarantine or isolate from campus. A COVID Care Plan must articulate where students will go in the event they are required to quarantine offcampus. This could identify the plan to return home, to live off-campus with a friend or family member in the area, or other such living accommodations that provide for the student's health and safety while guarantined or isolated. There may be an occasion where temporary, "transition housing" is required while the student is executing their COVID Care Plan (such as while waiting to fly home or waiting for a parent/relative to come take the student home), in those instances, it is the responsibility of the student to secure such temporary housing (hotel, etc.) in transitioning to where they will be quarantined. Where temporary housing may be required in the transition of the student from their residential housing to where the student will be guarantined, it must be articulated in the COVID Care Plan. Plans must include an immediate exit strategy that covers (a) relocation address (b) relocation contact person (c) means of transportation, and (d) access to meet basic needs (food, shelter, internet connection, etc.). Please complete the statement below: "In the event I need to guarantine off-campus, I will contact (who?) and stay with them (where?)." For example, if exposed or I test positive for COVID, I plan to contact [Name], who lives in [location] and will stay with them until I can return."

Students should create their COVID Care Plan before the start of each semester. Students should be prepared to provide DBU copies upon request.

Violations of Policy. Violation of DBU's COVID Housing Policies is subject to discipline, including but not limited to, termination of your Housing Agreement.

APPENDIX B

Extension Cords

Extension cords are commonly used for a variety of electrical devices. This page will show how to use the right type of cord, for different devices. Be careful when using extension cords so they do not cause a trip hazard. Someone could get hurt or damage the receptacle or electrical device.

Extension Cord Amp Ratings

The amp rating of an extension cord should be the same or higher than the electrical device amp rating. If not, cords and electrical devices could be damaged. Extension cord amp ratings are shown on the package and is determined by the wire diameter and

length. For cords of the same length, the larger wire diameter, the higher the amps rating. Shorter wires tend to have a higher amp rating. Longer wires tend to have a lower amp rating. Using an extension cord with a lower amp rating than listed on the electrical device could cause the wire, plug, or cord socket to overheat. Sockets have been known to melt under this condition. High wattage yard equipment usually state the minimum cord wire diameter in the instructions.

Extension Cords with High Wattage Appliances

Certain high wattage appliances should not use an extension cord when possible (check the owner's manual). Using an extension cord on these appliances could cause excessive heat and voltage drop, this could damage the appliance or motor.

Some high wattage appliances have a short cord to minimize voltage drop and should be placed near a receptacle. Vacuum cleaners have a long cord and should not need an extension cord. If an extension cord is absolutely needed, use one with the proper rating (derated by 125% when necessary) and as short as needed. You can find an extension cord specific for window air conditioners.

Below is a list of high wattage appliances that should not use an extension cord when possible.

Hair dryer, garbage compactor, countertop microwave, electric tea kettle, toaster / toaster oven, coffee maker

Extension Cord Indoor and Outdoor Rating

Extension cords are rated for indoor or outdoor use. Indoor rated cords are usually 2-wire cords. Never use an indoor rated cord outdoors.

Extension cords rated for outdoor are usually more durable, have 3-wires (including ground), are longer, and use larger diameter wires.

2-wire and 3-wire Extension Cord

2-wire extension cords have no ground wire and no ground connection. They are commonly rated for indoors only and intended for use on low wattages devices (table and floor lamps, etc.). Never plug a grounded electrical device into a 2-wire extension cord. Also, do not use a 2-wire to 3-wire adapter.

A 3-wire extension cord has a ground wire and ground connections. 3-wire cords are usually rated for outdoors and carry a higher amp rating.

Revised 3/23

APPENDIX G DBU Housing Agreement

2023-2024 DBU Housing Agreement

Dallas Baptist University | Student Affairs | University Housing

- I. **ELIGIBILITY:** You must be a full-time student (as defined by the most recent Undergraduate or Graduate Catalog) enrolled at Dallas Baptist University actively pursuing a degree to be eligible to live in DBU Housing. For summer Residence Hall Agreements, you must be enrolled in classes at DBU or be a continuing student. A continuing student is enrolled for the previous spring and following fall academic semesters at DBU. Full-time DBU employees must take 6 hours each semester to live in DBU Housing. Exceptions to this requirement may be made during a student's last semester before graduation. You must also be in good financial standing with DBU to be eligible for DBU Housing.
- II. NATURE OF AGREEMENT: DBU seeks to promote a living environment for students that is consistent with its mission to provide Christ-centered quality higher education. Accordingly, DBU has established this Housing Agreement and housing policies to support this mission. DBU grants you a license to use an assigned room within University Housing as your temporary residence during the Agreement period. The DBU Housing Agreement ("Agreement") is not a lease to possess an apartment or room, or to transfer any interest in either to you.
- III. AGREEMENT PERIOD (Initial before relevant section):
 - A. For students living in the Residence Halls during the summer, the Agreement Period is from Saturday, May 13, 2023 Friday, August 4th, 2023.
 - B. For students living in the Residence Halls, Stone House, or Jewel House for the academic year, the Agreement Period is from Saturday, August 19, 2023 Saturday, May 11, 2024.
 - C. For students living in the Residence Halls, Stone House, or Jewel House for the winter term, the Agreement Period is from Saturday, December 16, 2023 Friday, January 12, 2024.
 - D. For students living in the Residence Halls, Stone House, or Jewel House for spring only, the Agreement Period is from Saturday, January 13, 2024 Saturday, May 11, 2024.

E. For students living in the DBU Apartments, Townhomes, Brownstones, or Ford Village – Pederson College or Gunn Hall, the Agreement Period is from June 1, 2023 - May 15, 2024.

F. The Agreement Periods above also include early arrival days and extended occupancy that is preapproved by DBU Housing, such as students attending or working SWAT week or DBU's Summer Bridge Program. In such cases, the Agreement Period begins when your occupancy begins and ends when your occupancy ends. These additional occupancy dates may have additional charges.

IV. PERIOD OF OCCUPANCY:

A. Unless approved in advance by DBU Housing, occupancy for students living in the Residence Halls, Stone House, or Jewel House begins at 9:00 am on the Saturday prior to the first day of classes and ends 24 hours after your last final exam or the Thursday of exam week at 11:59 pm, whichever is sooner. If you are graduating, you must move out within 24 hours of your commencement service, but no later than the Sunday following commencement at 2:00 pm.

B. Unless approved in advance by DBU Housing, the period of occupancy for Residence Halls, Stone House, or Jewel House does not include early arrival days, winter break, or summer. (Options may be available for off-agreement occupancy).

C. Unless approved in advance by DBU Housing, occupancy for students living in the DBU Apartments, Townhomes, Brownstones, and Ford Village – Pederson College or Gunn Hall, is from June 1, 2023 - May 15, 2024 and includes all breaks.

D. Unless approved in advance by DBU Housing, for students with an alternative beginning and/or ending date for the Agreement Period per Section III(F), your beginning period of occupancy will be the same as the beginning of the Agreement Period and your ending date will be the same as the end of the Agreement Period.

V. OBLIGATIONS AND RESPONSIBILITIES OF THE LICENSEE:

A. You agree to pay all charges as they come due without demand and to comply with and abide by the DBU Student Handbook, the Residence and Community Policies, the Undergraduate and Graduate Catalogs, and all other DBU rules and regulations, which are now or, may in the future, be in effect, governing the Licensee's conduct or pertaining to University Housing (individually and collectively, the "University Regulations"). In the event of conflict, the provisions of the Agreement control.

B. You agree that your assigned room will be used only as your personal living space. You may not sell, assign, or sublease this Agreement.

- C. You agree that if you violate any of the terms or conditions of the Agreement or any of the University Regulations you may be subject to disciplinary action, and/or, alternatively, this Agreement may be terminated and DBU may refuse to offer you a Housing Agreement in the future.
- D. You agree that if you engage in actions DBU determines are disruptive to the use and enjoyment of DBU Housing facilities or the educational environment, including but not limited to, safety and security of community (including harming or threatening to harm oneself or others), use or possession of alcohol or other drugs, or outstanding balances for student housing fees, or if you fail to adjust to and follow DBU Community Policies, you will be subject to disciplinary action and may be required to change residence within DBU Housing (and pay the room change fee), or, alternatively, this Agreement may be terminated and the University may refuse to offer you a Housing Agreement in the future.
- E. You agree to keep your Agreement and student information updated with the Registrar's Office.
- VI. **CANCELLATION BY LICENSEE**: You are responsible for the full costs of housing for the Agreement Period, unless requested and are granted the ability to cancel the Agreement in compliance with the provisions below:
 - A. Before the start of the Agreement Period.
 - I. You must request cancellation of your Agreement by University Housing in writing. Phone cancellations are not accepted.
 - a. For Residence Hall agreements:
 - o If you cancel the Agreement on or before July 1, you will be charged a \$250 cancellation fee. However, if you are a first-time freshman or first-time transfer student not attending the University and you cancel by informing University Housing of your decision on or before May 1, you will not be charged a cancellation fee.
 - If you cancel the Agreement after July 1, you will be charged a \$550 cancellation fee.
 - For spring only Agreements, if you cancel before December 31, you will be charged a \$250 cancellation fee. However, if you are a first-time freshman or first-time transfer student not attending the University and you cancel by informing University Housing of your decision on

- or before November 30, you will not be charged a cancellation fee.
- For spring only Agreements, if you cancel after December 31, you will be charged a \$500 cancellation fee.
- For summer Agreements, if you cancel your Agreement after May 1, you will be charged a \$250 cancellation fee.
- If you have an Agreement period pursuant to Section III(F) approved by DBU Housing and cancel the Agreement on or before 30 days before the beginning of the Agreement period, you will be charged a \$250 cancellation fee. If you cancel the Agreement less than 30 days before the beginning of the Agreement period, you will be charged a \$500 cancellation fee.
- o If you have an Agreement period noted in III(F) approved by DBU Housing and cancel the Agreement on or before 30 days before the beginning of the Agreement period, you will be charged a \$250 cancellation fee. If you cancel the Agreement less than 30 days before the beginning of the Agreement period, you will be charged a \$500 cancellation fee.
- b. For DBU Apartment, Townhome, Brownstone, or Ford Village Pedersen College or Gunn Hall Agreements:
 - If you cancel the Agreement on or before May 1, you will be charged a \$250 cancellation fee.
 - If you cancel the Agreement after May 1, you will be charged a \$550 cancellation fee.
- B. During the Agreement Period (Including early arrival dates)
 - 1. The ability to cancel the Agreement during the Agreement Period must be requested from DBU Housing in writing and is not an absolute right. Cancellation of the Agreement shall not release Licensee from paying any obligation due to the University for the period that the University does not have a replacement resident and is unable to substitute a new resident. In any event mentioned below, you must (1) be released to cancel the Agreement by DBU Housing and (2) fill out the University Housing Release Request Form.
 - a. For Residence Hall Agreements (including Stone House and Jewel House):

i. If you withdraw from the University voluntarily or involuntarily or fail to register with the University during the semester in which the cancellation occurs, you must notify University Housing in writing within 24-hours of withdrawal or by the last date of late registration for failure to register (whichever is sooner). Once your withdrawal or non-registration is confirmed by the Registrar, you will be charged a \$550 cancellation fee in addition to a prorated amount for use of the Residence Halls, Stone House, or Jewel House through the date that University Housing received notice of official withdrawal or failure to register.

ii. If you graduate from the University at the end of the fall semester, you must notify University Housing in writing on or before November 15. Once your graduation is confirmed by the Registrar, you will be released from the Agreement as of the end of the fall semester and not be required to pay a cancellation fee. If you notify University Housing in writing after November 15, you will be charged an additional \$150 cancellation fee.

iii. If you re-enroll in the University during the original Agreement Period after canceling the Agreement under this section, and University Housing, at their discretion, allows you to reside in DBU Housing, you will be charged an additional \$150 to reinstate this Agreement.

b. For DBU Apartment, Townhome, Brownstone, and Ford VillagePederson College and Gunn Hall Housing Agreements:

i. If you withdraw from the University voluntarily or involuntarily or fail to register with the University during the semester in which the cancellation occurs, you must notify University Housing in writing within 24-hours of withdrawal or by the last date of late registration for failure to register. Once your withdrawal or non-registration is confirmed by the Registrar, you will be charged a \$550 cancellation fee in addition to charges accrued through the month when University Housing received notification of official withdrawal or failure to register.

ii. If you graduate from the University at the end of the fall semester, you must notify University Housing in writing on or before November 15. Once your graduation is confirmed by the Registrar, you will be released from the Agreement as of December 31, 2023, and only be liable for all charges under the Agreement through December 31, 2023. If you notify University Housing in writing after November 15, you will be charged a \$150 cancellation fee and be responsible for charges through the month that notification of graduation was received by University Housing.

iii. If you cancel the Agreement for a reason not stated above, in addition to liability for charges under the Agreement through the month in which you cancel, you will also be charged a \$550 cancellation fee. iv. If you re-enroll in the University during the original Agreement Period after canceling the Agreement under this section, and University Housing, at their discretion, allows you to reside in DBU Housing, you will be charged an additional \$150 to reinstate this Agreement.

VII. ROOM ASSIGNMENTS:

A. You are agreeing for space within the University Housing system, not for a specific building, room configuration, suite, or apartment. Only the person(s) assigned to your room by the University may reside in the room.

- B. If permanent space is not available, the University may assign you to a supplemental space until permanent space is available.
- C. The University reserves the right to make changes in room assignments for such reasons as the University determines to be appropriate in its sole and absolute discretion, including, without limitation, space utilization, consolidation of residents, a student's medical condition, past behavior, criminal activity, roommate conflicts, pending disciplinary action, and non-compliance with the University Regulations. Further, the University may take such action as is necessary to control the use of rooms in the event of an epidemic or disaster or other conditions or circumstances that require such control.
- D. If you desire to change your room assignment during the Agreement period, you must submit your request to University Housing (DBU Apartments, Townhomes, Brownstones, or Ford Village Pederson College or Gunn Hall) in writing. If your request is approved, you will be charged a \$275 Room Change Fee. All room changes for the fall semester must be completed by August 1, 2023. All room changes for the spring semester must be completed on or before December 17, 2023.
- E. If vacancies occur in rooms during the Agreement Period, the remaining resident(s) must consolidate with other resident(s) in similar situation(s) or

choose to pay the adjusted rate according to actual room occupancy. Available options depend on occupancy at the time of vacancy. Refusal by the remaining resident(s) to consolidate could result in an increased rate for lower occupancy.

- F. For dorm, Stone House, or Jewel House residents, you agree to the assignment of up to triple occupancy per room, which is necessary because of the high demand for housing.
- G. For non-dorm residents, you agree to the assignment of a double occupancy room and the fees associated with that assignment. Triple occupancy rooms are assigned on a case-by-case basis and are not guaranteed throughout the Agreement period. If the occupancy in your room decreases from triple occupancy to double occupancy for any reason, you agree to pay the rate associated with a double occupancy room.

VIII. Due to the demand for University Housing, DBU does not allow single occupancy rooms or married housing.

IX. CHECK IN TO DBU HOUSING:

- A. You may check in on the first day of the Agreement Period, including early arrival dates.
- B. Check in occurs when you accept a room key or place any belongings in a room at which point you are liable for the full amount of the Agreement.
- C. If you fail to check in by 4 pm the day before classes begin, or after a scheduled late arrival date, the University will terminate your Agreement and you will be charged a cancellation fee as outlined in Section VI(B).
- D. For students living in the Residence Halls, Stone House, or Jewel House for the academic year, Residence Halls, Stone House, and Jewel House will close between the fall and spring semesters at 2 pm on Saturday following commencement. If you plan to return to the same room in the spring semester, you may leave your possessions in the room, but you will not be able to access the room between semesters.

IX. The University may make a Residence Hall room available for special occupancy between semesters at an additional charge.

X. CHECK OUT:

A. You must follow the University's check out procedures to receive clearance to check out. Failure to follow these procedures will result in a \$50 improper check out charge.

B. If you fail to check out by the last day of the Agreement Period or within 24 hours after you withdraw from the University, you will be charged a \$50 per day

room charge for the holdover period. Further, you shall be liable for all damages, costs and expenses arising out of or related to your failure to complete a timely check out, including, without limitation, lost revenues, lodging expenses, and attorney's fees. Furthermore, you agree to indemnify the University and prospective residents for all such damages, costs, and expenses.

X. The University reserves the right to remove your property from DBU Housing upon the expiration of the Agreement Period or upon the cancellation or termination of the DBU Housing Agreement. The University may dispose of your personal property or store it at its sole discretion. If the University decides to store your personal property, you will be responsible for any costs to the University.

XI. CARE OF FACILITIES; EQUIPMENT; PETS:

A. You are responsible for keeping your room in a neat and orderly fashion at all times. You shall not cause or permit to be caused damage or alterations to the room, furniture, or equipment. All costs associated with repairs arising out of or related to your failure to comply with the foregoing requirements shall be paid by you to the University promptly on demand.

- B. You specifically agree to be liable for damages or other loss that you or your guest(s) cause to Student Housing facilities, your room, or any furniture or equipment, except for ordinary wear and tear. Title to the damaged property will remain with the University. You will be charged on a prorated basis for public area damage where responsible parties cannot be identified and where reasonable evidence exists that area students are responsible for the damage. You shall pay all such amounts to the University promptly on demand.
- C. No heating, cooking appliances or open flame devices, including microwave ovens not provided by the University are permitted in student rooms.
- D. Subject to University Regulations, no pets are permitted.

XI. CONDUCT:

- A. You must comply with all University Regulations and all applicable state and federal criminal and civil laws, rules, and regulations, including but not limited to those governing the use or possession of alcoholic beverages, firearms, gambling, narcotics, and controlled substances. Additional information regarding policies can be found in the Student Handbook and the DBU Community Policies.
- XII. You agree to know, observe, comply, and abide by all terms and conditions of this License Agreement, all federal and state laws, all DBU policies, procedures, and regulations, including the rules and policies contained in the Student Code of Conduct and Student Handbook. For purposes of clarity, these policies and standards include

those that relate to DBU's Christian principles. Failure to act accordingly may result in the loss of your DBU Housing privileges among other disciplinary measures.

You agree to maintain the assigned space in a safe manner and in good condition for the entire term of the License Agreement. Room furnishings shall not be removed or stored. Public area or lounge furnishings shall not be moved into a student's room. It is the student's responsibility to restore the room to its original condition prior to checkout. You agree to move to a different room if required by University Housing for behavioral, safety, health, or other administrative purposes.

You agree not to sell, sublease, or assign the room to anyone at anytime.

You agree to not move out without completing the check-out process required in this Agreement. A student vacating their room will be responsible for the financial commitments outlined in this Agreement.

You agree to not use any DBU Housing for commercial purposes.

XIII. FIRE SAFETY: Fire safety devices are installed in all DBU Housing facilities. Residents and guests must evacuate their residence any time that a fire alarm sounds. Failure to evacuate may result in disciplinary action, including expulsion and fines. Tampering with fire safety equipment is a violation of state law and University Regulations and may result in disciplinary action, including expulsion. You may not disconnect, damage, or tamper in any way with fire safety devices. You will immediately report to the area desk the malfunction of any fire safety device, including smoke detectors in your room. Candles are not allowed in the unit at any time. If found, candle(s) will be removed from the unit by a DBU staff member, disposed of, and a fine will be issued.

XIII. MEAL PLANS: FLEX PLANS:

- A. A traditional meal plan is required of all students living in the Residence Halls for the Fall 2023 and Spring 2024 semester.
- B. A Resident Flex Plan, specific to your housing location, is required of all students living in DBU Apartments, Townhomes, Brownstones, and Ford Village, including Stone House and Jewel House.
- C. For further information on the policies relating to meal plans, please see the DBU Catalog.
- XIV. **CHARGES AND FEES:** You agree to pay all charges and fees to the University when due without request.
- XV. RIGHTS AND OBLIGATIONS OF THE UNIVERSITY:

A. University personnel may enter your room at any time in the event of an emergency and at any reasonable time for any reasonable purpose, including, without limitation, inspection, maintenance, investigation of violations of law or University Regulations, or in emergencies to ensure protection of health, safety or property. By signing the Agreement, you specifically agree to be bound by the University's inspection and entry policies as they now exist or may hereafter be amended, as set forth in the University Regulations.

- B. You will give written notice to the University specifying any conditions that material affect your physical health or safety upon your discovery of such conditions. The University is not responsible for loss or damages to personal property as a result of fumigation or pest control. If repairs made by the University pursuant to this section were necessitated by the actions of the residents and not through normal wear and tear, you are liable for the repairs pursuant to Section X(B).
- C. The University is not responsible for loss or damages to personal property whether such losses occur in your room, public areas, or elsewhere in DBU Housing. DBU does not offer insurance coverage for personal property but you, at your own expense, may obtain and hold renter's insurance. You specifically agree to be liable for damage or other loss incurred to the building, room, furniture, and equipment which is not the result of ordinary wear and tear. Damage within your room is the responsibility of the students assigned to the space. Items left in your room or items temporarily stored by you in the University's storage areas when you check out will be disposed of by the University in accordance with University policies then in effect.
- D. The University may change, consolidate room assignments, terminate, or temporarily suspend performance of any part of this Agreement without notice due to academic ineligibility, discipline, safety, health, other administrative reasons, or an emergency or exigency that would make continued operation of Student Housing not feasible. In the event that the University is prevented from completing the performance of any obligations under this Agreement by an act of God, disaster, or other occurrence whatsoever which is beyond the control of the University, the University shall be excused from the performance of such obligations to the full extent allowed by law.
- XVI. **HEALTH INSURANCE/IMMUNIZATIONS**: All residents of DBU Housing must have health insurance. You must also be up to date on all immunizations including the following: measles, mumps, rubella, tetanus, diphtheria, pertussis, varicella, and hepatitis B. Per State of Texas law, students living on campus are also required to get the meningococcal conjugate vaccine. For additional information, please visit the Center for Disease Control and Preventions website, www.cdc.gov or contact DBU Health Services.

XVII. MISCELLANEOUS:

A. The Agreement may be amended or supplemented only by an instrument in writing executed by you and the University. The Agreement and all documents incorporated in it contain the entire Agreement of the parties and no oral understanding or Agreement not incorporated into the Agreement shall be binding on either of the parties.

- B. Where the DBU Community Policies conflict with the Agreement, the Agreement controls.
- C. The Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by the Agreement shall be performable in Dallas County, Texas. If any one or more of the provisions contained in the Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and the Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
- D. Capitalized words or phrases used in these terms and conditions have the respective meanings assigned to them in the DBU Housing Agreement, unless the context clearly indicates otherwise. "You", "you," or "your," refers to the Licensee.
- E. I understand that Dallas Baptist University does not provide insurance coverage for my personal property and will not be responsible or liable for loss, damage or theft of my personal property. Therefore, I understand that I should obtain personal property insurance from an insurance company of my choice. Personal property insurance is particularly important if I maintain high value personal property in my residential space (such as electronics, computers, audio equipment, etc.). I understand that it is my responsibility to contact my insurance agent for coverage or to ask any questions.
- F. Due to space limitations, DBU Housing does not provide housing for married couples or family members.
- G. Guests may not stay in DBU Housing for more than two (2) consecutive days without the prior written consent of University Housing, and no more than twice that many days in any one month. Persons of the opposite sex may never stay overnight. Overnight is defined as staying between the hours of 2:00 am and 7:00 am.
- H. Units in the Global Village Apartments are intended to facilitate cross-cultural engagement and learning. As such, each unit will have at least one American student and at least one international student.
- I. This Agreement shall be governed by the substantive laws of the State of Texas without regard to choose-of-law principles.

XVIII. ASSUMPTION **OF RISK AND LIABILITY.** I understand that I am at risk of contracting a communicable or infectious disease while using DBU's housing, facilities, and premises

(the "Premises") from other residents at the Premises, other users of the Premises, or other sources. By choosing to stay in the Premises for the period designated herein, I assume the risk of contracting a communicable or infectious disease from other residents at the Premises, other users of the Premises, or other sources. I agree to waive any claims or demands I, my heirs, or my assignees may have against the DBU and its agents, employees, or servants, for damages, arising from me contracting a communicable or infectious disease while residing at the Premises or arising from the spread of a communicable or infectious disease within the Premises, even claims arising from the College's and its agents', employees', or servants' own negligence.

DBU shall assume no responsibility, and student or other party to this Agreement shall, to the maximum extent permitted by law, release, indemnify, hold harmless, and forever discharge DBU and its agents and employees, for any and all liability, claims, demands, actions, and causes of actions whatsoever arising out of or related to any loss, theft, property damage or personal injury, including death, whether such losses occur in student rooms, public areas, or elsewhere in or around College housing.

XIV. NON-WAIVER OF COVENANTS AND CONDITIONS. Failure of DBU to insist upon strict performance of any of the covenants or conditions of this Agreement, or to avail itself of any of the rights or privileges enumerated in this Agreement shall not constitute a waiver or relinguishment for the future of such covenant, condition, right or privilege, but the same shall be in full force an effect. Receipt by University of any payment, with knowledge of the breach of any covenant or condition hereof, shall not constitute a waiver of such breach, and no waiver by University of any provision hereof shall be effective unless expressed in writing and signed by an authorized representative of DBU. XV.**NOTICES**: Any notice, request, or other communication required or permitted to be delivered under the Agreement shall be in writing and shall be deemed received when actually delivered by hand delivery, facsimile transmission, electronic mail, overnight courier, three days after it is deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to (1) Licensee at the address of Licensee's assigned DBU Box No. during the Agreement Period; (2) addressed to Licensee before or after the Agreement Period at their permanent address, or, if to the University, (3) addressed to DBU - University Housing Office, 3000 Mountain Creek Parkway, Dallas, Texas 75211.

For a list of current rent rates and meal plan rates, please follow the email below to the Cost of Attendance page monitored by the DBU Cashier's Office. http://www.dbu.edu/cashier/cost-of-attendance

Revised: January 26th, 2023