

# **Thames Academy** Housing Agreement 2014–2015 **Mitchell College**

For Office Use Only	Student Information (Please Print Neatly) Student Name:	Gender: M F
Roommate Questionnaire Received:	Home Address: (Street)	Date of Birth://
	( City/State/Zip)	Home Phone: ()
Placement:	Email:	Cell Phone: ()
	Name of Parent or Guardian:	Relationship:

5.

## **Occupancy Terms & Agreement**

#### Mitchell College (MC) does hereby agree:

- To provide to the student a room in a MC operated residence hall/house.
- 2. To provide a meal plan to the student in the MC dining hall. The Dining Service Department will make every effort to address special dietary concerns; however, there are no allowances or refunds for special diets/considerations that cannot be accommodated. 3.
  - That this agreement does not include room/board accommodations during vacation periods.
- 4. To accept this agreement as valid upon its receipt as well as your tuition receipt.
- 5. Not to discriminate in room/hall selection/ assignment on any basis. A reasonable attempt will be made to meet the student's housing preference; however, a failure to honor a preference will not void this agreement.
- 6. To make available to each student the MC Code of Conduct and policies and procedures pertaining to Campus and Residence Life.

#### The Student does hereby agree:

- To make payment for these accommodations to MC in accordance with the published payment schedules.
- 2. That continued compliance with MC policies, procedures, guidelines and standards is a condition of this agreement. MC policies are provided online and in printed form. A violation of this condition, or any section of this agreement, is subject to disciplinary action. A violation will also allow MC to terminate this agreement by its sole option. An election by MC not to exercise this option does not waive the exercise of this option in the event of continuing/subsequent violations.
- 3. To utilize the assigned room only as a personal living area and that no commercial or unlawful operations be carried on therein.
- 4. To adhere to opening and closing dates provided by MC. At the end of each semester, the student agrees to vacate the halls within 24 hours of his/ her last exam or before the designated college closing date/time, which ever occurs first. MC

reserves the right to expedite this procedure for any student who violates policy or procedure during final exam times in order to facilitate the academic success of all students on campus.

- At the termination/completion of this agreement, the assigned room will be left without damages and with the same furnishings provided at the time of arrival to the room and hall.
- 6. To be responsible for damage beyond normal wear to the student's room/unit and for any other oncampus damage caused by the student. If damage occurs in an area for which the individual (s) cannot be identified, all residents of the room/ building share equally in the financial responsibility for the damage.
- 7. That all personal belongings left by the student at the completion of his/her residency under terms of this housing agreement will be disposed of by MC with the student charged a minimum of \$100.00 for additional maintenance service.

#### Moreover, it is mutually agreed upon:

- 1. This agreement constitutes a formal, legal understanding and not a tenant lease.
- 2. That the resident will submit/maintain a \$300 damage deposit according to the MC payment schedule. This deposit will be held against the student's account throughout the duration of the student's enrollment at MC. Any damage charges will be billed directly to the student. The deposit, less outstanding charges will be refunded within twelve weeks following graduation/withdrawal.
- 3. That MC has no responsibility for the theft, loss, or destruction of property belonging to, or in the custody of the student. Each student is advised to carry his/her own property insurance.
- 4. That MC reserves the right to inspect rooms and regulate the use of the premises according to MC policy. Additionally, MC reserves the right to enter room/units for making routine repairs during the normal workday and in emergency or policy violation situations.
- 5. That execution and performance of this agreement by MC is conditional upon the student fulfilling the admissions, registration, residential, Code of Conduct, and academic requirements of MC.

In signing this agreement each student agrees to accept all terms and conditions pertaining to all policies and procedures of Mitchell College and the Code of Conduct.

### Special points of interest:

- All Residential Facilities are smoke free by CT state law.
- All residents must show proof of meningitis, mumps, measles, and rubella vaccinations in order to occupy housing.
- Drugs are prohibited • on campus .
- Mitchell College reserves the right to consolidate students rooms.



## **CONDITIONS OF OCCUPANCY**

- 6. That room & board charges ARE NOT FULLY REFUNDABLE if: A. the student withdraws from MC; B. the student changes place of residence to non-MC operated housing; C. the student is evicted from the residence halls for disciplinary reasons.
- 7. That the residence hall/house accommodations are available only to full-time (pursuing at least 12 credits per semester) students enrolled at MC. Exceptions to the 12 credit rule must petition the Dean of Students in advance.
- 8. That MC reserves the right to choose the room assignment/ reassignment for the benefit of the community as determined by MC. In order to use MC housing space effectively, MC reserves the right to reassign individuals to consolidate space. The Residence Hall Director will reassign a student to another space if the student has not located a roommate.
- 9. That MC has the right to make changes to the charges, as determined by the Mitchell College Board of Trustees.
- 10. That the occupants of each hall/building will be held financially accountable, as a group, for damages beyond normal wear to the building common areas and its furnishings in the event an individual (s) has not been identified as having caused the damage.
- 11. That to ensure the security of the residence hall lock/key/fob access systems the student agrees to maintain all issued keys/ fobs in her/his possession at all times, not to duplicate a MC issued key/fob, and to return all issued keys/fobs upon checkout.
- 12. If any provision of this agreement is determined invalid or unenforceable, it will not affect the validity or enforcement of the remaining provisions herein.
- 13. That this agreement is made and is to be construed in accord with the laws of the State of Connecticut.

### **CONDITIONS OF OCCUPANCY**

All students living in a College Residence Hall are subject to the provisions of the College's policies governing student conduct and discipline. Students are responsible for knowing and observing the College's regulations and procedures, as set forth in official publications. Students must note that as citizens they are subject to all Federal and State laws in addition to all College regulations governing student conduct and responsibility. Copies of the Student Code of Conduct are available from Residence Life and can be found on the College Website.

The Mitchell College Student Code of Conduct is designed to establish behavioral standards for all full-time and part-time students and to create a campus environment that fosters academic success and personal growth. The Code emphasizes respect for all Mitchell College students, staff and faculty, its facilities, and its educational mission.

The Code applies to all violations involving Mitchell College students and/or Mitchell College property and/or affiliates that take place on campus or off campus, and at Mitchell College sponsored events. If a student is charged with a civil or criminal offense, Mitchell College reserves the right to institute proceedings related to the charges independent of any government action. In such cases, Mitchell College reserves the right to sanction students accordingly.

Generally, Mitchell College jurisdiction and discipline shall be limited to conduct which occurs on Mitchell College or affiliates premises or which adversely affects the College Community and/or the pursuit of the College's objectives. Examples of such conduct off campus that may be adjudicated by the Mitchell College judicial system include, but are not limited to:

- 1. Violations that involve illegal or excessive use of alcohol or other drugs (including distribution, use or sale);
- 2. Complaints from the local community and/or authorities for disturbing the peace, trespassing, littering, etc.;
- 3. Violations that in any way compromise the health or safety of

members of our community;

4. Conduct which results in criminal charges against the student.

## **Residential Guidelines and Standards**

The Mitchell College residence hall community is special and unique. Students who experience the privilege of living in the halls find that the environment provides an opportunity to enhance the total educational experience. The success of a residential community depends upon mutual respect between and the shared responsibility of all residents. Residents need to be concerned for the safety, rights and property of others. All residents are expected to abide by the policies found here as well as those established by the Residence Life Staff. Failure to abide by these guidelines will subject the individual to disciplinary action and possible loss of Mitchell College housing. These policies may change at the discretion of the college and subsequent notice of such to students.

Alcohol: Students who are 21 and above will be allowed to consume and possess alcohol on campus, following these terms: one liter of 80-proof liquor OR twelve, 12oz cans of 5% beer or malt beverages, OR one 750ml of wine. Alcohol consumption is restricted to certain residence halls and stated in the Alcohol Contract. Students must exercise responsible behavior when consuming alcohol. See the alcohol policy for specific alcohol rules:

http://community.mitchell.edu/StudentHandbook/CodeofConduct

**Appliances:** Appliances with an open burner, such as a hot plate or George Foreman type grill, are a potential fire hazard and are not allowed in student rooms. However, students are permitted to use coffee-makers without hot plates. Surge protectors are recommended for student use, as extension cords are not permitted.

**Bicycles:** Residents with bicycles are responsible for storing the bike in their room or on designated bike racks on campus. Bicycles are not to be stored in stairwells, hallways or lobbies. Mitchell College asks students to always keep their bicycle locked when not in use.

**Cinder Blocks:** To prevent potential injury or damages, cinder blocks are not permitted in the residence halls.

**Common Areas:** Residents are responsible for keeping hallways, bathrooms and common areas of residence halls and grounds free of personal trash and belongings. Losses or damages to College property in common areas are assessed against the group (hall), if the individual (s) responsible cannot be determined (see Damages below).

**Confiscation:** Residence Hall Staff and Campus Safety Officers are authorized to confiscate items which are not permitted in the halls. Items not permitted include (but are not limited to): appliances, beer balls, kegs, illegal drugs, weapons, martial arts implements, paintballs, airsoft guns, pets other than fish, incense, candles, explosives and drug paraphernalia. Confiscated items will be turned over to Campus Safety or the Dean of Students and the residents will be notified of the confiscation.

**Damages:** A damage deposit (\$300) is required of all residents. This deposit is held against the student's account for the duration of the student's residency. Damage, theft or acts of vandalism to college property are strictly forbidden. Residents are responsible for the repair costs for all damages (accidental or malicious) they cause in the halls (except normal wear and tear). If the responsible resident (s) cannot be identified in an individual room, the damage charge will be shared by all residents of that room. If the responsible resident (s) cannot be identified for a common area, the damage charge will be shared by all residents of that floor/hall. Residents will be directly billed damages by placing such charges on a student's account at the end of each semester. Residents are asked to report all vandalism and identify individuals responsible to the Hall Staff. All repairs of damage will be made by college maintenance staff. If responsibility is in question, charges will be assessed equally to all members of the room. Students are not permitted to attempt any repairs of any kind (i.e.; painting, furniture repairs). Anyone responsible for extensive and/or malicious damage will be subject to disciplinary action, including removal from residency, in addition to the damage charges. Damage appeals must be submitted in writing to the Director of Residence Life no later than 30 days after the billing date.

**Decorations:** Provided damage is not done to the rooms/furnishings, residents may decorate rooms to their liking. Items such as tape, tacks & nails cause damage to walls and should not be used. Some decorations that pose fire hazards (fishnets, candles, incense, etc.) are not permitted. State owned items or signs from the private sector such as traffic signs, lawn ornaments, traffic barricades, real estate signs are not permitted in student rooms.

**Disability Accommodations:** Requests for reasonable housing accommodations such as a first floor room request or a request to have an air conditioner must go to the Disability Student Services Office. The DSS office will make a recommendation to the Office of Residence Life for a request to be met. If the Office of Residence Life is not able to meet a request, it will work with the DSS office and a student to develop other options to fit a student's needs, as appropriate and as fitting. For returning students, requests should be timely, made prior to the beginning of the housing selection process. The priority date for reasonable accommodations for new incoming students is July 1st. See the DSS website here: http://community.mitchell.edu/DSS to find out what you need to do to request a reasonable accommodation.

**Exterior Door Locking:** For safety reasons, the exterior doors to the halls are locked at all times. Residents should carry their key/fob with them to gain entrance. It is unacceptable to "prop open" exterior doors or allow other people into the hall who do not have a key/fob (or are not an escorted guest of a resident).

Fire – Safety: Fire evacuation routes are reviewed by residence hall staff with residents at first floor/house meetings. Fire safety equipment is installed in each hall & fire drills are conducted twice per semester. Fires and fireworks are not permitted in the halls or on Mitchell grounds. Prohibited items include explosives, dangerous materials, and weapons (including but not limited to: guns, knives, martial arts implements). Tampering with fire equipment/alarms is a violation of State Law and person (s) involved are subject to 53a-180(2) of the Penal Code as well as campus judicial system action. Setting off a false alarm or discharging a fire extinguisher is considered one of the most serious violations and students involved with such violations could be fined up to \$500 plus face disciplinary action. Damage to such equipment will also be charged to those responsible. Anyone who sees a fire in a building is expected to pull the fire alarm to notify all residents of such danger. Whenever a fire alarm sounds, everyone in the building must immediately evacuate the residence hall (Connecticut General Statute 7-313b). No student may remain in a building or be allowed to reenter until permission is given by the New London Fire Department, a Campus Safety Officer, or a Residence Hall Director.

**Furniture:** The furniture in each room belongs to Mitchell College and is not to be removed from that room or defaced in any way. Missing/damaged furniture will result in charges to those responsible. Common area furniture may not be removed from the common areas. Waterbeds and homemade lofts are not acceptable in student rooms. Room and common area furniture must not block a clear path to any exit. Non-Mitchell College wooden furniture is not permitted in any room.

**Garbage:** Residents are responsible for removing garbage and trash from their rooms to the designated collection area on a regular basis. At no time should garbage/trash be left in hallways, common areas, or be thrown from a window.

Guests: Residents have the right to have overnight guests in their

residence hall room. The privilege of hosting guests is a negotiable between roommates and the right for a roommate to not feel imposed upon takes priority over the right for a student to host a guest. Any guests under the age of 18 must be approved by the Resident Director or be in the presence of a parent or guardian Each resident may have no more than two overnight guests stay in their residence hall room for no more than tow nights at a time. All overnight guest must be registered with the Department of Residence Life and with a guest permission form. The responsibility of the registering a guest falls solely on the host student and must be done at least 24 hours in advance. The host student accepts the responsibility of notifying the guest of all Mitchell College policies. Any guests that are not registered or that violate campus polices may be asked to leave campus immediately per the discretion of the Residence Life Staff or Campus Safety. The host is responsible for the behavior of their guest. A Campus Safety or professional Residence Life staff member may search any suspicious items brought in by guests. A guest may refuse an item to be searched; however that item must stay locked in her or her vehicle, or be removed from campus at the discretion of the staff.

Hall Sports: All sports, ball playing, water fights, wrestling and other such disruptive behaviors are not permitted in the residence halls.

**Housekeeping:** Residents are expected to maintain and clean their room on a regular basis. Monthly inspections will be conducted by the Residence Hall Staff to identify health/safety/maintenance concerns. Residents are obligated to make the necessary corrections as directed. Common areas are attended to daily by the cleaning staff; however, cleaners have the right to refuse service to areas that are excessively dirty.

**Keys/Locks:** Each resident is issued a room key and a fob (coded to work as their exterior door key). Residents must carry their key/fob at all times and may not duplicate keys or lend them to others. Residents must report lost keys to the Residence Life office immediately. Lost Keys will result in a lock change (\$150) plus a replacement fob and the student billed the appropriate amount. Residents should never "prop open" exterior doors.

**Lock-outs:** Students are expected to carry keys and ID at all times. Students should contact the RA on duty if locked out. Identification will be required upon unlocking of a door for security purposes. Excessive lockouts (more than 3) may result in a fine amount established by the Department of Residence Life, judicial sanctions, and a possible lock change.

**Laundry:** Washers/dryers are installed in all halls for student use, by the Mac Gray Company. The college is not responsible for damage to or loss of personal property associated with the use of laundry facilities.

**Liability**: The College is not responsible for damage to a student's personal property by fire, theft or any other cause. Students are encouraged to remove all valuables from their rooms during periods of absence. Students are further advised to refrain from bringing irreplaceable objects to college and to carry homeowners insurance or renters insurance.

**Mail Delivery:** Residents are issued a mailbox and combination at the start of the term. Mail is delivered Monday-Friday afternoons to boxes.

**Meal Plan:** All residents are required to participate in a college meal plan. Students will have a choice of one of the following meal plans: 1) 19 meals per week/\$50 flex money per semester (**Required for all freshmen**), 2) 14 meals per week/\$100 flex dollars per semester, or 3) 10 meals per week/\$235 flex dollars per semester. All students who do not select a meal plan by the stated deadline with be enrolled and the first option.

**Pets:** With the exception of Service Animals, no pets may be brought into the residence halls by students to visit or live. Please con-

tact the Office of Disability Services with further questions about accommodations involving animals and to begin the accommodations request process.

Quiet Hours: During quiet hours, the right to sleep or study is the top priority and no noise should be heard outside of a room. Quiet hours are in effect Sunday through Thursday 10:00pm to 9:00am and Fridays/Saturdays from 12:00am to 9:00am. Courtesy hours are in effect at all other times so that the right for any student to sleep or study will still take top priority within the living area. Yelling out windows, down hallways or within stairwells is not acceptable behavior at any time. Repeat violations of quiet hours will result in the possible removal of offending items, including stereos and televisions. Quiet and courtesy hours are to be observed throughout the campus. Any noise that infringes on the rights of others shall be a considered a violation.

**Room Changes:** Mitchell College believes that part of the residential experience is learning to live with other people through shared experiences and compromises. It is expected that students who choose to live together by request will do so for the entire year. It is also expected that students assigned together will make every effort to be good roommates through talking and compromise so that they can remain together for at least one semester. All requests for a room change must be presented in writing to the Residence Hall Director who will consult with the Director of Residence Life. Unauthorized room changes are not permitted and will result in the students involved moving back and losing their room change privilege for the rest of the year.

**Room Parties:** Social gatherings of 10 or more people in any residence hall room are not allowed for safety reasons.

**Room Repairs:** Residents are responsible for reporting repairs needed to their room or common areas within their living area. Residents should notify a member of the Residence Hall Staff of maintenance requests.

**Solicitation:** Students are not permitted to use their rooms or facilities in the residence halls for any commercial purpose. Solicitors, salesmen or agents (student or others) may not contact residents or conduct any promotions in the residence halls for commercial purposes without prior approval from the Dean of Students.

**Storage:** The residence halls are designed with minimal storage space, therefore, residents are expected to store all personal items in their residence hall room. Storage is not available to students over the summer months.

**Theft:** It is the responsibility of each student to secure all valuables in their rooms and to lock the room door at all times. Mitchell College is not responsible for any theft within the halls. Please see the liability section. Unauthorized possession of property belonging to Mitchell College or other residents is considered theft and students involved in such behavior will face disciplinary action. Identity theft (taking or using a person's personal information without their permission) will not be tolerated.

Weapons: Residents are not permitted to bring ANY type of weap-

**Refrigerator/Microwaves:** The college does not provide microfridges to or for resident students. Students may bring their own refrigerators, but they must be 3.7 cubic feet or smaller. Microwaves are not permitted unless they are part of the microfridge unit, which has added features to ensure safe use. In some circumstances, exceptions can be made with approval from the Office of Residence Life. The College provides rental information for students wishing to rent a microfridge for the year. It is students' responsibility to clean this appliance throughout and at the end of the semester.

Room Entry/Search: If a Residence Hall Staff member requests to enter a room for a reasonable cause, the resident (s) must permit entry. A failure to do so represents a "failure to comply" violation. Residence Hall Staff usually enter a room only after seeking a resident's consent. Even when consent is given, official action may be taken against residents who are in violation of College policy. If a resident refuses consent, the staff member may still enter (after identifying self and staff role) for reasonable cause. Reasons for which staff may enter a room are: to perform routine safety/maintenance inspections/repairs; to verify room occupancy; to respond to an emergency/crisis situation; and to investigate probable violations of College policy. Mitchell College reserves the right to search a room and/or the belongings of any resident upon reasonable belief that violations of federal, state, or local laws or Mitchell College policy are occurring. Such searches occur only with the approval of the Dean of Students or his/her designee after being requested by the Supervising Campus Safety Officer or Residence Hall Director. In the event that a significant emergency exists that may place students in danger, the Director of Campus Safety may authorize a room search.

### Accommodations

The majority of the housing assignments on campus are in rooms with double occupancy. It is expected that students will room with at least one other individual in their room for the academic year.

If the event that a space becomes available in a room, the remaining resident may be consolidated into another room at the discretion of Residence Life staff.

### **Termination of Agreement**

The College may cancel this Agreement with the student at any time for violation of College policies governing student conduct, regulations governing the Residence Halls, for health or community reasons, or for failure to satisfy any of the conditions contained herein. Cancellation of the contract will result in the loss of the campus residence privilege. When a student withdraws from the College, this contract is automatically terminated except for any financial obligations stipulated above.

### Please return this signed contract to: Thames Academy 437 Pequot Ave New London, CT 06320

A signed agreement is required upon check in, prior to move in.					
X			X		
Signature of S	Student	Date Signed	Signature of Parent or Legal Guardian (On whom the student is reported as a dependent for Federal Income Tax purposes)	Date Signed Rev. 6/13	