



# Salish Kootenai College

## Student Dormitory and Family Housing Handbook

**Welcome to SKC Student Dormitory and Family Housing!**  
**We're glad you're here.** This handbook is designed to help you understand your student Dorm/Family Housing contract and the policies and procedures governing your new residence.

### Important Phone Numbers

Dorm RA-Room 14R	675-4815 (Male)
Dorm RA-Room 18R	675-4814 (Female)

**SKC Security**      **Office 275-4751**  
                                  **Cell 239-6267** (local call)  
                                  **211** from any SKC Landline

Email: [security@skc.edu](mailto:security@skc.edu)

#### Emergencies

Dial 911 first (Lake County has immediate response to 911 calls) then call SKC Security. They will escort emergency vehicles to the site of the emergency.

Tribal Police Emergency      933  
 Tribal Police Dispatch      675-4700  
 SKC Student Housing Department 275-4827 or 275-4832  
 Offices are located in the west wing of the Bookstore Bldg

Email: [housing@skc.edu](mailto:housing@skc.edu)

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## **SKC Student Dorm/Family Housing Philosophy**

Salish Kootenai College (SKC) offers safe, clean and affordable on-campus dorms and family housing. These units are designated transitional for \*full-time students while they attend SKC. The atmosphere is in harmony with that of acquiring an education and personal growth in a tribal college setting.

The Hewankorn Addition is named in honor of a respected member of the Confederated Salish and Kootenai Tribes, Mr. Al Hewankorn. Mr. Hewankorn has dedicated his time and energy to the housing issues on the Flathead Reservation for many years. We ask that you live in a manner that is respectful of him.

\*Full-time status is defined in the college catalog, furthermore, only credits from SKC will be considered. The current year SKC catalog contains the definition for the year.

## **Transitional Housing**

The Dorms and Family Housing units are designated transitional for full-time students only. The Student must vacate the unit immediately after graduation, transfer and/or not being a full-time student for any reason.

The dorms will close at the end of each quarter, and at the end of each school year. **(Please check with the housing department each year for exact dates and times.)**

## **Student Tenant Responsibility**

SKC Student Dorms and Family Housing is a privilege for SKC Students. It is the responsibility of the Student Tenant to ensure the future of this privilege by taking personal responsibility in dealing with issues that may arise.

When issues arise:

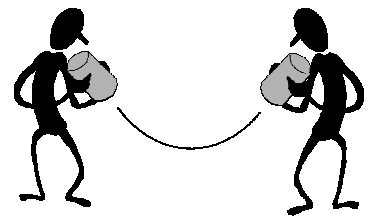
If living in the dorms contact your Resident Advisor's for guidance. They are your first contact of issue concerning your residency at SKC.

If living in Family Housing, contact SKC Security to report the issue. SKC Security accepts anonymous calls and will check out any disturbance reported. If you do not get an answer leave a message so this issue may be addressed as soon as possible.

Concerns may be reported anonymously, however, it can sometimes be difficult to act on anonymous reports. Please write it down with specifics. Every attempt is made to keep all reports anonymous.

## **Communication**

SKC Student Housing Department encourages communication between our department and the Student Tenant. Communication is beneficial to all concerned. We appreciate any suggestions, concerns, and observations you may have. An immediate response to notices from SKC Student Housing Department to discuss options alleviates misunderstandings, clarifies circumstances, and can expose a mistake so the record can be set straight.



Ways to contact SKC Student Housing Department:

- Phone (406) 275-4827, 275-4832
- FAX (406) 275-4818
- Email [housing@skc.edu](mailto:housing@skc.edu)

All communication with SKC Student Housing should be specific and in written form. All requests, complaints, grievances need to be put in writing in a timely manner in order for the Student Housing Department to process or take action.

If it is not in writing the Student Housing Department cannot respond. Always include contact information, names and dates.

Notices from the SKC Student Housing Department are placed in the Dorm Student Tenants mailbox and on the clips next to the exterior front doors of Family Housing. The clips are for Student Housing use only and must be kept cleared. It is the student's responsibility to read these notices.

## **The Student Housing Contract**

- The Student Housing Contract is a legal document representing an agreement between you and the SKC Student Housing. Contracts are not transferable. Assignment of the contract and sub-leasing are not permitted.
- One copy of the dwelling lease will be given to the Student Tenant and one copy will be kept in the department file.
- The lease shall be executed by the head of household and by an authorized representative of the SKC Student Housing Department prior to move-in.
- The lease must be current at all times.
- Student Tenants will be given 30 days notice of any change to the lease.
- Upon execution of the lease the Student Tenant agrees that the dorm/housing unit will be the Student Tenant's only residence.
- The Student Tenant shall not sublet the leased premises, or transfer possession of the leasehold premises.
- The Student Tenant is subject to the Lease Violation Point System as defined in this handbook.
- The Student Tenant is responsible for all acts of his/her household members or guests of the unit, including children.
- Student Tenant, members of his/her household or guests shall comply with all laws, rules, and regulations that affect the use or occupancy of the lease premises.
- The Student Tenant cannot use or permit the use of the unit for any purpose other than as a private dwelling unit.
- The Student Tenant shall not provide accommodations to any temporary lodger, guest, or other person.

## **Eligibility**

The Dwelling Contract requires the Student Tenant to be a fulltime degree-seeking student taking 12 undergraduate credits and maintaining satisfactory academic standing, which is defined as a cumulative grade point average of 2.0.

The Dwelling Contract requires that all Student Tenants of the dorms and family housing agree to, abide by, and conform to all applicable rules and regulations including, but not limited to: (1) the Student Housing Handbook, (2) the SKC Student Handbook (3) SKC Student Catalog. Please read these publications. You are responsible for abiding by their contents.

SKC does not discriminate on the basis of race, ethnicity, national origin, gender, age or disability in admission or access to educational programs or college activities. Because SKC is a tribal college, some academic programs may have tribal preference policies explained in their admissions materials. Inquiries concerning Title VI, IX and Section 504 may be referred to: Rachel Andrews-Gould, Title IX Coordinator, [\(406\) 275-4985](tel:4062754985); or the Montana Human Rights Commission; 1236 Sixth Ave.; P.O. Box 1728; Helena, MT 59624; [406-444-2884](tel:4064442884) / [800-542-0807](tel:8005420807).

## **Felon Charge**

Persons who have a criminal record involving a felony must go through a review process with SKC Security and the Student Housing Advisory Committee. The review committees will evaluate each application and deny eligibility to any applicant whose habits and practices may be expected to have a detrimental effect on other residents. In order to determine whether the eligibility of an applicant would have such an effect, the Committee will take into consideration the following factors:

- Any record of disturbance, destruction of property, or living or housekeeping habits at past residences which may be damaging to the health, safety or welfare of other tenants.
- Any history of criminal activity involving crime or criminal drug-related activity, crimes of physical violence to persons or property and other criminal acts, which would be damaging to the health, safety or welfare of others.
- Any unfavorable action or information regarding the applicant. Consideration will be given to the time, nature, and seriousness of the behavior and to the factors, which might show a reasonable chance of favorable future behavior for social or financial stability.
- Applicant's past performance in meeting financial responsibilities, especially rent obligations
- Any other documentation that the Committee deems necessary.

Any student or any member of their household who has been charged with a felony or designated as a violent or sexual offender must disclose their offense prior to residing on campus at student housing. Any student or any member of their household who is charged with a felony or designated as a violent or a sexual offender while living on campus at student housing or dorms must report such a charge to the student housing department within 24 hours. Failure to disclose within the 24 hours will result in immediate termination of lease or eligibility.

## Security Deposit & Damage Cost

Student Tenants residing in Family Housing shall pay three hundred dollars (\$300.00) and Student Tenants residing in the Dorms shall pay two hundred dollars (\$200.00) security deposit to the SKC Business Office prior to initial occupancy. The Security Deposit is forfeited if the student does not move in by the first day of class or within 5 days from the time the unit is ready for occupancy.

Damage/Repair/Replacement Charges: A charge shall be assessed against the tenant for any damages, repairs and/or replacement of items within the dorm or family housing unit occurring during the student's occupancy. The security deposit shall be applied toward the charges and any unpaid rent or other charges owed by the Student to Salish Kootenai College.

Damage to the unit caused by Student Tenant's neglect to report health, safety or sanitary problems to SKC Housing Department in a timely manner will constitute tenant damage. Tenants will be held financially responsible for any damages, lost property, or unusual service or repair to their units caused by accident, neglect, or intent.

Dorm Student Tenants security deposit will be used at the termination of the lease for a mandatory disinfection fee of \$35, the cost of repairing damages on the premises caused by the Student, their family or guests, and/or any unpaid rent or other charges owed by the Student to Salish Kootenai College.



Any unused portion of the security deposit after deductions will be returned to the Student. SKC Business Office must be given a forwarding address for this purpose. If no forwarding address is provided or attempts toward returning the deposit are unsuccessful the student must contact SKC within 90 days or the deposit is forfeited.

## Head of Household

The Head of Household must sign the lease before move-in and maintain full time student status.

The Head of Household is responsible for all occupants, guests, visitors and children.

## Move-in Procedure

- Family Housing Student Tenants must notify the SKC Housing Department of intended move-in date. Student Tenant must submit a written statement with date of move-in.
- It is the Student Tenant's responsibility to check on status of units and confirm approved move in date with the Housing Department.
- Every Student Tenant must register with the Housing Department upon initial occupancy. Student Tenants in dorms will also make an appointment with the Dorm RA for check-in.
- Keys to the unit will not be released until the Security Deposit and Utility Deposit (when required) are paid.
- Prior to the time the Student Tenant moves in, SKC Housing shall inspect the premises and complete a Move In Inspection Form. This form provides a written statement of the unit condition and equipment contained therein at time of move-

in. As part of check-in, each Student Tenant will receive the Move-In Inspection form and must make additions and complete the move-in inspection form within ten days of receiving their keys. Failure to turn in the form indicates the original move-in inspection form will be used as the official document during the move-out.

- Student Tenant must provide name and contact information for the person to be notified in the event Student Tenant is missing.
- Student Tenant will review the intake form and sign for receipt of keys and fob.
- Pro-rated rent is calculated and billed to the student.

SKC Insurance does not cover personal belongings within a unit, outside the unit, or vehicles parked in the parking lots. You may purchase your own renter's insurance from an insurance agent of your choice.

## Rent Payments

Student Tenants receive bills from the SKC Business Office and may make payments in person at the Business office in the BigKnife Building. Rent is due when billed. Any balance of \$100 or greater on the last day of the quarter will be charged late fees. For more information contact the Business Office.

## Keys/Fobs

Unauthorized possession, duplication or use of keys, fobs or SKC ID in any College facility, or unauthorized entry or access to College facilities is prohibited. Keys, Fobs and SKC ID must remain in the possession of the person to whom they are issued and may not be used by another person.



Key maintenance is the responsibility of the student tenant. Please do not mark or deface your keys. If your key fob quits working, bring it to the housing department and it will be replaced. Please take care of your unit keys to avoid unnecessary lockouts and/or key fees. Keys are to be returned as part of the check-out procedure.

**If you lock yourself out of your unit** call SKC Security and/or SKC Student Housing Department for assistance. **Your housing account will be charged according to security's key fee schedule.** For your protection identification will be required prior to students regaining access to the unit.

**Report lost keys immediately** to the Student Housing Department so that your room can be secured. Keys needing to be replaced will result in a lock change and the student will be responsible for associated costs. SKC Student Housing Department considers this a serious threat to the safety and security of all Student Tenants.

**Keys may not be duplicated** by anyone other than SKC officials, as duplicated keys damage the locking device. The Student Tenant will be responsible for any damage and/or costs pertaining to the locks.

## Electrical Services



Family Housing Tenants shall pay for all electrical services. The utility deposit must be paid prior to move-in and a copy of the contract in the head of households name must be submitted to SKC Student Housing. It is the Student Tenant's responsibility to contact the utility company and have service accounts set up in their name prior to occupancy.

If the billing gets transferred to SKC Housing and SKC pays the charges, SKC shall back charge the costs to the Student Tenant with a disconnect fee of \$ 25.00 for the first notice and \$50 for 2<sup>nd</sup> notice. SKC Housing will assess fifteen (15) points to Student Tenant if utility service is disconnected or put into the SKC Housing name due to non-payment for two consecutive months. If Student Tenant fails to provide proof that the power is back in the head of household's name SKC Housing will proceed with termination of this dwelling lease.

The SKC Student Housing or College is not responsible for any utility charges accrued while you have possession of the housing unit. Each unit is metered separately.

## Water & Sewer

Family Housing tenants are allowed a 5,000 gallon allowance of water and sewer which is equivalent to \$25.85 water base and \$33.74 sewer base. Water usage over the allowance is billed at \$1.31 per 1,000 gallons and sewer usage over the allowance is billed at \$3.25 per 1,000 gallons. Any water and sewer usage over the allowances will be charged to the head of household on the student housing receivable.



## Safety & Security

Salish Kootenai College is dedicated to providing safe student dorms and housing in harmony with acquiring an education and personal growth in a tribal college setting. This can only be accomplished with cooperation and students exercising their personal responsibility. It is the responsibility of each student tenant to be familiar with the policies and procedures designed to ensure safety & security.

The SKC Security office is located across the street from the BigKnife Building. Security is a 24 – 7 – 365 day service. The SKC Security works closely with the local law enforcement.

Access to SKC Student Dorm and Housing facilities is restricted to Student Tenants, authorized staff members, and hosted guests. Student Tenants may not prop open exterior doors or permit entry to unknown individuals. The security of the living environment is each Student Tenant's responsibility. Student Tenants should report suspicious activity to Security. Tenants should encourage a drug and alcohol free campus.

SKC Student Housing must be notified of all personal security concerns. For instance if your bedroom or bathroom door doesn't lock report it so it can be repaired. Report any



concerns you have as this may help build a case and SKC Security is aware and can patrol campus more effectively and hopefully divert a potential dangerous situation.

Practice basic safety and security habits:

- Keep your room and POD doors locked.
- Keep your car door locked.
- Keep valuables out of sight.
- Walk with a trusted friend and stay in lit areas.
- Report suspicious people or activities.
- Call SKC Security for an escort.

SKC is not responsible for theft or damage to personal property.

### **Enter SKC Security number in your phone**

Need a Parking permit? Lost your keys? Plumbing problems on the weekend? Concerned about noises heard outside your unit? Received a citation? Call SKC Security (406) 239-6267.

## **RAVE – Emergency Notification System**

What is Rave Alert? Salish Kootenai College has partnered with Rave Mobile Safety, the leader in mobile safety, to offer an emergency notification system, Rave Alert, capable of sending users text, voice, and email messages.

What type of messages will I receive?

Salish Kootenai College will only send you messages related to emergencies and school closure. You will never receive advertisements and your information is never provided to advertisers. To login to RAVE go to <https://www.getrave.com/login/skc>

## **Center for Prevention and Wellness**

Center for Prevention and Wellness (406) 275-4913. Services are comprehensive and they actively listen, believe in, assist and support their clients. Based upon your decisions and choices, they also provide referrals, connections and support within the academic, medical, legal and social service systems. CPW offers brief counseling to those who have experienced sexual assault, relationship violence and/or discrimination. The CPW is strictly confidential

## **Be Bear Aware**

Walk in pairs or groups. Make noise. Please watch your children. Never approach a bear – stay away from them. Keep your area clean. Bears are attracted to garbage.



## **Emergencies**

Dial 911 first (Lake County has immediate response to 911 calls) then call SKC Security they will escort emergency vehicles to the site of the emergency. If you believe there is a medical emergency, call immediately. Remember that in medical emergencies, early recognition of a medical problem and prompt care will save lives.

**Tribal Police Emergency 933                      Lake County Sheriff Dispatch 883-7301**  
**Tribal Police Dispatch                      675-4700**

If there is an issue of safety or security call security, and get a report on file. Be sure to write down the date, time, and who you spoken with regarding an issue.

## Care of College Property

In an effort to create a setting that is conducive to your educational endeavor, the following and above rules and regulations will be strictly enforced and subject to the Lease Violation Point System.



The Student Tenant is responsible for keeping College owned Dorms and Housing units, equipment and furnishings in good, clean condition. Student Tenant shall utilize reasonable care keeping his/her leased premises in such a condition as to prevent health or sanitation problems from arising. Except for normal wear and tear, the Student may not destroy, deface, damage, repair, paint or remove any part of the premise or permit any person to do so.

The Student will notify the Housing Department promptly, of known needed repairs to the dwelling unit, and of known unsafe conditions that may lead to injury or damage. The following problems should be reported immediately:

- discharged fire extinguisher,
- non-functioning smoke detector,
- pipe leaks,
- broken tile or cracked grout,
- ceiling or wall leaks, and
- appliance malfunction.

Tenants shall not tamper or obstruct door magnets or locks. SKC Student Housing Department considers this a serious threat to the safety and security of all Student Tenants. This may result in fines and or points.

The Student Tenant must not adjust the hot water heater; SKC Housing Maintenance will make adjustments upon request.

Low water volume causes the toilet to plug easily. Be aware of the shut off valves on all water sources and keep a plunger by each toilet.

Do not wax the floors—Simple Green works well on the floors at student housing.

Use small tacks or nails for hanging pictures or posters on the walls. Do not use adhesives, putty, or screws. Do not install coat hooks, shelves, hanging plant hooks etc. on walls, ceilings, woodwork, or doors.

All persons will be expected to respect the property and privacy of others.

Salish Kootenai College assumes no responsibility for losses, damages, or injuries of any sort occurring to persons or property in SKC Student Housing Facilities. Student Tenants are encouraged to carry personal property and liability insurance.

## Unit Entry, Search & Seizure

SKC reserves the right to enter a students living space when the occupant of the space may be harmed or endangered; for the purpose of inspection of property; to seek missing furnishings; to make improvements or repairs; to control the space in the event

of an epidemic or an emergency; to ensure evacuation during fire drills; to conduct routine safety inspections, preventative maintenance, repairs or pest control; to check for suspected violations of the institutions policies on drugs or weapons; to remove unauthorized pets; or to show probable cause that violation of SKC policy is being or has been committed; to allow entry by a law enforcement officer with a warrant; to show space to inspectors, fire marshal, or an appraiser.

A written notice will be posted on your outside clips, room door or placed on your desk indicating who was there and the purpose of the entry any time that a unit has been entered.

## **Repairs**

Requests for repairs or maintenance serve as permission from the student tenant for the repairperson to enter the unit. If the repairs or improvements are of an emergency basis, students may not deny SKC permission to enter the unit. All repairs that are not a malfunction of equipment such as broken windows and doors will be repaired at the expense of the student.

## **Internet Service**

Housing units and Dorms have built-in Ethernet wired connections. Tenants should use these connections to plug in their Ethernet-ready personal devices, including wireless routers. Student tenants are responsible for purchasing and setting up their own personal wireless routers. The Dorms Common area has an SKC Hot Spot that supplies wifi connection to the Common area only.

## **Cable**

The Dorm Pod is cable ready. Cable hookup and satellites in bedrooms are not permitted.

Student Tenants in family housing units can be connected at the expense of the Tenant. Contact the agency of your choice. Satellite is not permitted.

## **Mail**

To set up a mailbox in the dorms, please call Security Office. Dorm mail is delivered Monday-Friday. Mail is not delivered when SKC is closed. Family Housing mail is set up through the Ronan Post Office. They will assign you a box and arrange for keys.

## **Laundry Facility**

Coin/token operated washers and dryers are available in the laundry facility for Family Housing Tenants and on site for Dorm Tenants. The cost is \$1.00 per wash and .25 cents per 20 minutes of drying time. Washer and dryers are not permitted in the units.



All Student Tenants must exercise courtesy since many people share these machines. The care and cleaning of the machines and laundry rooms is the responsibility of the tenants. Lint and garbage must be cleaned from the washers and dryers. The machines should be wiped clean and all excess laundry boxes, bottles, etc, should be placed in the garbage cans provided.

Please do not leave laundry unattended. Items left in machines or laundry facility over 24 hours will be bagged and disposed of after one week if not claimed. Any theft should be reported to SKC Security. SKC Student Housing is not responsible for damaged or lost articles. Use of laundry facilities is for Student Tenants only.

To inquire about lost and found or to report a machine not working, call the Student Housing Department.

## **Health and Safety Inspections**

SKC recognizes the right of privacy of all tenants living in student housing, but also reserves the right to inspect its property at any time for necessary reasons. For health, safety, or emergency purposes, it is sometimes necessary for a staff member to enter tenant units when he or she is not present.

### **Family Housing Units**

Student Tenants will be subject to monthly and/or occasional inspections for health and safety conditions, random inspections by canine contraband unit, and maintenance purposes.

Student Tenants are expected to keep their housing units sanitary and safe. Inspections will be for health and safety conditions (accumulated trash or cleanliness of bath) and for fire safety violations.

Student Tenant shall permit any SKC Housing employee or representative to enter the leased premises to inspect or examine its condition or to improve or repair as necessary.

The SKC Housing Department shall enter during reasonable hours, after advance notice in writing to Student Tenant of the date, approximate time and purpose.

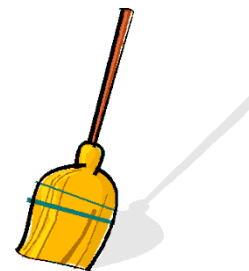
If a unit does not meet health and safety specifications, the Student Tenants will receive a written notice of concern with the need to take action and given a timeline to correct the situation at which time another inspection will be scheduled.

Policy violations in plain view will be documented and Points will be issued.

### **Dormitory Units – Mandatory and Random Unannounced Inspections**

The SKC Dorms and Satellite Dorm Units are subject to mandatory and unannounced random inspections by canine contraband unit throughout the school year.

- Mandatory inspections will be completed twice a quarter. Once during mid-term and at end of the quarter.
- The common areas and each individual room will be inspected for cleanliness, health, and safety issues. Baseboard heaters need to be kept clear of clutter, food needs to be contained, floors need to be clear of debris, and garbage needs to be contained.
- Inspections for cleanliness will be conducted during business hours.



- Common areas (bathrooms, kitchen, living rooms) must be kept neat and clean by all Student Tenants sharing these spaces. These areas must not be excessively “decorated” any decorations must be neutral in nature for instance no political, religious or nudity and must not be offensive to your roommates.
- The student will receive a written notice of the need to take action according to the inspection findings, with the possibility of fines, and/or termination of lease should the issue not be corrected and/or Student Tenant consistently fails to pass inspections.
- SKC is a “green” campus—Thermostats over 70 when no one is there, may result in an electricity fee of \$25. Please be conscious of your energy usage to avoid denial of access to heater thermostats.
- Student Tenants must respond to charges you think are incorrectly billed or if you would like to dispute these charges. Your response must be in writing and received within ten (10) days of the notice.
- SKC Security may enter the “common area” when a violation of the SKC Student Housing Handbook is suspected. Bedrooms or personal areas will be entered when safety concerns for a person is suspected. If SKC Security or SKC personnel requests to enter a bedroom and access is denied this is treated as an admission of guilt appropriate action will be taken and an inspection will be conducted during the next business hours. If access is denied a termination of lease will be issued and the student will need to vacate the unit immediately.

**The Student agrees that the employees of SKC or representatives of this organization will be permitted to enter the Student’s unit for the purpose of conducting random inspections throughout the school year.**

Inspection violation fees are assessed and charged to the students account. SKC reserves the right to have the unit cleaned and the cost of that cleaning charged to the Student.

## **Termination of the Lease**

Student Tenant may terminate the lease at any time by providing fifteen (15) days notice of termination. Student Tenant shall leave the lease premises in a clean condition, reasonable wear and tear accepted, and shall return all keys to the SKC Housing Department when he/she vacates. SKC Housing Department is not responsible for any articles or personal property left in or around the vacated unit.

**SKC Housing may terminate the lease by written notice for:**

- Any serious violation of any term or condition of the lease/handbook(s).
- Repeated violations of any term or condition of the lease/handbook(s).
- Excessive damage/vandalism to unit or SKC property
- Violation of the Lease Point System
- Failure to pay rent
- Abandonment
- Failure to maintain full-time student status
- Any accumulation of 30 points in 3 years.
- Alcohol and/or alcohol container on the premises

- Illegal drug use, sale, or distribution. Suspected drug activity will be reported to the Police.
- Drugs and Drug paraphernalia.
- Fireworks are prohibited at all times.
- Firearms of any type on premises.
- Criminal activity or convictions of any kind that occur while residing at Student Housing.
- Medical Marijuana
- Other good cause

Termination of the lease, for any reason, makes the person(s) involved in the termination ineligible for SKC Student Housing and/or SKC Housing Referral Services.

Termination of lease notices and other urgent notices will be placed on the clip next to the exterior front door at family housing units and slid under the door for dorm tenants. All other notices will be put in the student's dorm mailbox. It is the student's responsibility to read these notices.

## **Failure to Vacate**

Student Tenants are responsible for personal property at all times. When Student Tenants have not vacated as scheduled or abandoned the unit, Student Housing staff will make a reasonable attempt to contact the Student Tenants. Student Tenants refusing to vacate will be reported to law enforcement and may be charged with trespassing.

Student Tenants will be billed for removal of personal property and all costs incurred in removing property (\$50 minimum), and a monthly storage fee of \$50. Personal property removed by SKC Student Housing staff will be stored for 30 days. After 30 days, the items become the property of SKC Student Housing.

SKC Student Housing is not liable for damage to or loss of property that might occur during removal or disposal.

## **Abandonment**

**Students shall notify the Housing Department of any anticipated absence that exceeds 7days.** Failure to notify SKC Student Housing will constitute abandonment.

If Student Tenant fails to notify SKC Housing Department of any anticipated absence in excess of seven (7) days, SKC Housing may:

- Enter the leased premises as reasonably necessary
- Reasonably determine if Student Tenant has abandoned the leased premises

Upon determining abandonment, SKC Housing shall:

- Stop charging Student Tenant rent
- Remove and store all abandoned property from the leased premises for 30 days only; After 30 days the abandoned property becomes the property of SKC.
- If the Student wishes to recover the abandoned property, the Student may, within 30 days of the property being stored, request possession of the property.

- The Student will be assessed a moving and storage fee for the property (\$50 minimum), and a monthly storage fee of \$50.
- SKC is not responsible for any lost and/or damaged items during the 30-day storage period.
- Recover actual damages and other incurred costs from Student Tenant
- Determine and compute existing damages; and rent out the leased premises in a reasonable period of time.



## Move-Out Procedure

To check out of a Family Housing or Dorm unit, Tenants shall complete Intent to vacate form. If of interest you may arrange a preliminary move-out inspection with the Housing Department staff where you will be advised of any items that need attention.

A SKC Student Housing staff will complete a formal move out inspection and note any damages.

Termination of lease notices and other urgent notices for Dorm Tenants will be placed under the door and on the clips outside of the exterior door for Family Housing Tenants.

**The Student must give the SKC STUDENT HOUSING Department a 7-day written notice with a forwarding address before moving out.** Not submitting this notice serves as a revocation of the lease and the privilege of prorated rent. Failure to provide a 7-day move out notice may result in charge for a full quarters rent. Rent will not be prorated until the housing department has possession of the unit. If the move out date needs to be extended notify the housing department as soon as possible. The Student agrees to leave the leased premises in good, clean condition and to return all keys when he/she vacates. Personal property left outside or in the unit or left on premises at the time the unit is declared vacant, will become the property of SKC Housing. **SKC is not responsible for any articles or any personal property left in vacated area.**

## Cleaning

To avoid cleaning charges the unit must be **thoroughly** cleaned as outlined below. Any damage requiring professional cleaning will be billed to the Student Tenant. SKC Maintenance recommends Simple Green cleaning solution. Vacuum cleaners are available to Dorm Tenants for check out from the RA's.

**Kitchen:** Scrub the sink, countertops, cabinets, range hood or exhaust fan and behind the range and refrigerator. Please be sure to clean between the oven and cabinet as well as the refrigerator and cabinet.

**Range:** Clean range top, burner rings, drip pans, under burners, and area beneath burners. Clean all inside oven surfaces with an oven cleaner, removing all traces of food and burned encrusted food.

**Refrigerator:** Clean removing all traces of food and odor. Do not use sharp objects to remove encrusted food or stains.

**Bathroom:** Clean tub, toilet and basin, removing all traces of grime and detergent build-up.

**Floors:** Sweep and Mop and/or scrub all floors removing all traces of dirt and stains.

**Walls:** Wipe down walls, with mild soap and warm water, removing all dirt and smudges. Do not attempt to cover up holes with spackle, maintenance will do this with no charge to the Student Tenant (you will be billed for excessive tack hole repair).

**Doors:** Wipe down doors, with mild soap and warm water, removing all dirt and smudges.

**Windows:** Clean inside and outside of windows, windowsills, and blinds.

**Porch Area:** Including front door, patio, and walls with in porch area need to be cleaned.

**Keys:** Turn-in your keys to the SKC Student Housing Department. With proper notification, pro-rated rent will be determined upon receipt of keys. Keys can only be received and verified during business hours.

Second option for Dorm Tenants: leave keys on desk, deadbolt bath door, close and lock bedroom door. Call the SKC Housing Department and leave a message that you have moved out of the dorms and your keys are on the desk. Be sure to leave your name and room number.

## **Contract Rate Increase**

If, for the following year, a rate increase is approved or if there is a significant change in the contract, all Student Tenants will be notified in writing.



# General Occupancy Rules & Regulations

The SKC Student Housing provides policies to ensure that students, staff, and faculty are living in a safe and healthy community. The General Occupancy Rules & Regulations describes expected standards of behavior for all housing students and guests. Violations of the rules and regulations may become the basis for disciplinary action, which may include termination of lease and initiation of eviction proceedings. Students must also follow policies and guidelines in the SKC Student Handbook and may incur additional disciplinary action from the SKC Student Handbook.

**The following acts are prohibited and are violations of the SKC Student Housing Occupancy Rules & Regulations**

## **Alcohol and Drugs are prohibited**

### **Alcohol**

Salish Kootenai College and SKC Student Housing prohibits the unlawful possession, use, manufacture, or distribution of alcohol in or surrounding Student Housing facilities or activities. This regulation pertains to any person, regardless of age, student status, or position within or outside of the SKC setting. All who are present or are a party to an alcohol policy violation will be subject to further action under the lease violation point system regardless of their participation level.

The irresponsible use or misuse of alcohol by any Student Tenant, whether or not of legal drinking age, and any inappropriate behaviors that results from consumption of alcohol, including the ability to exercise care for one's own safety or the safety of others due in whole or in part to alcohol consumption, is considered a violation of the housing alcohol policy. Being under the influence of alcohol is not an excuse for misconduct or failing to follow College and dorm/housing rules and policies.

### **Alcohol Containers**

Containers once containing any alcoholic beverage are prohibited on campus and in the dorm and housing units. Discovery of an alcoholic beverage container or other alcohol paraphernalia will require immediate discarding of the item, container and contents, if any, in the presence of a staff member.

### **Drugs**

The possession or use of any illegal drug is prohibited within SKC Student Dorm and Housing facilities, surroundings, or as a part of its activities as covered under local, state or federal law. This includes the manufacture, sale, possession, use, possession with the intent to distribute or grow, or being present at or party to any illegal drug activity. Prohibited activities include but are not limited to the possession of drug paraphernalia, misuse of prescription medications prescribed to you or another person, and inhaling, injecting or ingesting any substances that may alter your mental state.

All suspected drug activity will be reported to the proper authorities. **Any student in violation of these regulations or whose behavior is affected by the use of drugs will be subject to disciplinary action.** If illegal substances or contraband are found in the common area of a living environment, each resident will be held responsible. It is the student's responsibility to report any such violation to SKC Security.

### **Contraband Service Dogs**

For the protection of all students, SKC employs the use of contraband service dogs as a means of enforcing the institution's policy on drugs and/or weapons. Contraband Service Dogs will be used periodically in dorm and housing unit random unannounced inspections, in housing and dorm areas, parking lots and surrounding areas.

### **Medical Marijuana**

Although the state of Montana law permits the use, possession, and cultivation of medical marijuana, Tribal Law and Federal Law prohibits use, possession, cultivation, and/or use. The use, possession, and/or cultivation of medical marijuana, is therefore prohibited on the premises of Salish Kootenai College including Student Housing. Even if an individual possess documentation for permitting the use, possession and/or cultivation of medical marijuana, this activity cannot occur on SKC premises.

**Drugs, Drug Paraphernalia, or Alcohol on the premises at SKC Student Housing is cause for immediate disciplinary action, which may include eviction and suspension from school.**

### **Cooperation with Staff**

Cooperation with any staff member's reasonable request is expected of all Student Tenants and their guests. This includes complying with instructions when staff members are performing job tasks. Completing assigned sanctions for policy violations is required.

### **Discrimination, Harassment and Retaliation**

It is the intent of Salish Kootenai College to provide an environment free from unlawful discrimination, harassment, or retaliation. As such, the College does not tolerate and specifically prohibits any kind of unlawful discrimination or harassment, which includes gender-based discrimination or harassment, sexual assault, domestic violence, dating violence, stalking, and sexual harassment by a member of the College community. Violations of this policy are subject to lease violation points along with reporting to the SKC Title IX Coordinator.

### **Intimidation/Harassment**

Malicious intimidation or harassment of another is prohibited. A student, with the intent to terrify, intimidate, threaten, harass, annoy, bully, or offend, (a) causes bodily injury to another, (b) causes reasonable apprehension of bodily injury in another, (c) damages, destroys, or defaces any property of another or any public property, or (d) makes repeated telephone communications anonymously or at

extremely inconvenient hours or in offensively coarse language will be subject to lease violation points.

### **Dating Violence**

Dating violence is defined as violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and where the existence of such a relationship shall be determined based on a consideration of the following factors: the length of the relationship, the type of relationship, the frequency of interaction between the persons involved in the relationship.

### **Domestic Violence**

Domestic violence can be defined as a pattern of abusive behavior that is used by an intimate partner to gain or maintain power and control over the other intimate partner. Domestic violence can be physical, sexual, emotional, economic, or psychological actions or threats of actions that influence another person. This includes any behaviors that intimidate, manipulate, humiliate, isolate, frighten, terrorize, coerce, threaten, blame, hurt, injure, or wound someone.

### **Sexual Assault**

Sexual assault can be defined as an actual or attempted type of sexual contact or behavior that occurs by force or without consent of the recipient of the unwanted sexual activity. Intentional and unwelcome touching of, or coercing, forcing, or attempting to coerce or force another to touch a person's intimate parts (defined as genital area, groin, inner thigh, buttocks, or breast). Falling under the definition of sexual assault is sexual activity such as forced sexual intercourse, sodomy, child molestation, incest, fondling, and attempted rape. It includes sexual acts against people who are unable to consent either due to age or lack of capacity.

### **Sexual misconduct**

Sexual misconduct includes sexual assault, inducing incapacitation for sexual purposes, sexual exploitation, and relationship violence.

### **Stalking**

Stalking can be defined as a pattern of repeated and unwanted attention, harassment, contact, or any other course of conduct directed at a specific person that would cause a reasonable person to fear for her, his, or others' safety, or to suffer substantial emotional distress. Stalking includes repeatedly following, harassing, threatening, or intimidating another by telephone, mail, electronic communication, social media, or any other action, device or method that purposely or knowingly causes substantial emotional distress or reasonable fear of bodily injury or death.

### **Retaliation**

Retaliation is any action to penalize, intimidate, harass, threaten, coerce, or take adverse action against a person who makes a report of discrimination or harassment, participates in an inquiry or investigation, or otherwise asserts rights protected by non-discrimination laws.

## **Disorderly or Disruptive Conduct**

Students should not engage in disruptive or disorderly conduct or harassing, lewd, indecent, or obscene conduct or expression. This includes but is not limited to activities that are excessively noisy or disrupt other Student Tenants. Inappropriate behaviors that necessitate an additional response from campus security, or any behavior that can be construed as disruptive to the housing community are considered lease violations.

## **Felon Charge**

Any student or any member of their household who is charged with a felony or designated as a violent or a sexual offender while living on campus at student housing or dorms must report such a charge to the student housing department within 24 hours. Failure to disclose within 24 hours will result in immediate termination of lease and eligibility.

## **Fire Hazards**

The following items and/or practices are considered fire hazards and are prohibited from the dorms and family housing because of the threat of fire to residents and their property.

- Candles (with or without wick), Incense
- Any open flame
- Chemicals and explosives (including firecrackers, explosive devices, combustion engines, flammable and explosive liquids, ammunition, and fireworks). This includes materials and devices which by themselves, or when combined, could be explosive, flammable, toxic, or dangerous (such as camping fuel).
- Hanging anything near or around life safety equipment (smoke detectors, sprinklers, etc)
- BBQs are not permitted at the dorms.

Plumbing, electrical or gas burning equipment will not be used for any other purpose than for which it was intended. All liquid fuel appliances are prohibited in the units. Burning of any kind is prohibited at student housing. Possession of any of the above items will result in lease violation points.

## **Firearms**

Guns, bows, or ammunition are prohibited in the dorms and family housing. Handguns, pellet/B.B. guns, paint ball guns, wrist rockets, sling shots, blow guns and any other self-propelling apparatus are not allowed in the residence halls or family housing; possession will result in lease violation points.

## **Fire Safety & Equipment**

All possible measures are taken to maintain a safe community for the tenants. The proper use of, and response to, fire alarms is required. Misuse of any fire equipment, starting fires, setting off false alarms, or failing to evacuate and/or hindering in the evacuation of others will result in lease violation points and possible criminal action. Fire safety equipment includes smoke/heat detectors, sprinkler heads, fire extinguishers, pull stations, alarm panels, and exterior doors. Fire drills are conducted at least once each

quarter to inform residents of the proper evacuation procedures.

All individuals present in any housing facility must respond to a fire alarm, regardless of whether an emergency exists.

## **Furniture**

Tenants shall not move SKC Dorm Furniture. Dorm furniture is to stay where it is located in halls, common areas, and bedrooms. Furniture is not to be moved. If you choose to move furniture you will be responsible for any damages. Furniture must not block entrances or walkways. No additional furniture such as bicycles, sports equipment, etc. may be brought into the dorms without prior approval from SKC Student Housing Department.

## **Garbage/Trash Disposal**

Student Tenant's shall deposit all garbage, trash, rubbish in receptacles provided by SKC Housing Department. Place garbage in plastic bags, close them securely and dispose of them in the nearest dumpster.

Student Tenants in any unit may be charged for the improper disposal of trash. Large items should be taken to the dumpsters.



Trash/trashcans cannot be stored outside the Family Housing Units—this is a NO TOLERANCE policy at SKC Student Housing—your garbage needs to be taken immediately to the dumpsters provided. If garbage is left outside your unit and our staff has to remove it, you will be billed for the removal.

## **Guests/Visitors**

Having guests is a privilege. The Student Tenant is responsible at all times for his guests and ensuring that the guest's conduct is appropriate and not disruptive to the community or disrespectful to the rights of any other Student Tenant.

When in conflict, a Student Tenant's right to privacy prevails over a Student Tenant's right for guests. Guest privileges may be restricted or revoked by the Student Housing Director for Student Tenants who do not abide by these principles

Visitors are not allowed on the premises between 12:00 midnight and 6:00 am Monday thru Friday and 1:00 am until 6:00 am Saturday and Sunday. This means all visitors need to depart from the dorms and family housing and visitors will not be permitted to come during these hours. This also includes pod to pod visiting in the dorms.

Student Tenant must accompany all guests or visitors at all times. The Student Tenant is responsible for his or her actions and those of their guests. Head of Household must know the guest or visitor personally.

Overnight guests are prohibited in the Dorms.

Overnight Guests in Family Housing must be registered and checked in with SKC Security. If you have overnight guests please call Security at 239-6267 to report the additional overnight guests. Guests with a vehicle must receive a temporary parking permit from the Security office. Overnight Guests in Family Housing of more than three (3) days are prohibited.

Any Student Tenants violating this policy will be assessed Lease Violation Points.

## Notice of Concern

A Notice of Concern letter is used to address minor violations of Student Housing policies and issues related to maintenance, health and safety. The letter will be sent to Student Tenants and document how and when the issue was discovered and how it should be corrected. Student Tenants will be notified when the staff will return to ensure the request has been complied with and who to contact if they have questions. Student Tenants must comply with a Notice of Concern letter or further action through the Point System process may be taken.



## Pets

The only pets allowed will be assistance (service) animals approved by the Disability Officer and the Student Housing Director.

The Disability Officer in partnership with the Housing Director will serve as campus authority for verification of disability for students or their family members who plan to bring a therapy or companion/assistance animal to SKC. Students should contact the Disability Officer in order to proceed with the verification process before bringing their animal to the housing facility. Students are required to provide the Disability Officer with verification from a qualified professional that the service animal is necessary in housing.

## Quiet hours

Quiet hours must be observed from 10 p.m. to 7 a.m. There is a 24-hour consideration policy. Noise should be kept at a level that does not infringe on other Student Tenants. Student Tenants should respect each other's expectations. If a Student Tenant is loud and unresponsive to your request, contact your Resident Advisor or security. A general guideline: If noise can be heard outside your room, it is probably too loud. Violators may be asked to vacate the space immediately.



## Resident Advisors (RA)

The duties of the Resident Advisor are to monitor the dorms and assist students to adjust to college dorm life and living with others and with the rules of the SKC Dorms. The RA will mediate personality problems in the dorms and document those interactions. The RA will also assist student's interaction with the SKC Student Housing Department. The RAs will have posted hours in order to assist dorm tenants, distribute cleaning supplies, complete inspections and be available for your questions.

The Resident Advisors are on staff to assist with emergency procedures and monitor building security and report maintenance and policy violations.

The Resident Advisor is considered a mandated reporter. The Resident Advisor must inform the Title IX Coordinator about any reports of sexual assault or other sexual misconduct, stalking, relationship violence, sex-based discrimination,

sexual harassment, or retaliation within 24 hours. This would include details of the incident and the names of people involved.

## Satellite Dish

Satellite Dishes of any size are not permitted in SKC Dorms or Family Housing.

## Smoking

The use of tobacco is not allowed inside the buildings. SKC policy requires that you smoke 25 feet away from any common area buildings (office, community center, wash houses, etc.) If a Student Tenant wishes to smoke outside their apartment we do ask that they stand away from windows and doors of buildings. Smoking is prohibited in the Dorms, Student Housing or within 25 feet of campus buildings.

## Transfer of Housing Units

Before requesting a change to your assigned housing unit can occur the student tenant must be in good standing. Good Standing for these purposes is defined as:

1. Housing account is current
2. Student Tenant is in compliance with current lease and does not have a memorandum of understanding
3. Student Tenant is current with utility bill.
4. All violation points that the Student Tenant's accumulated in the previous lease will be transferred with them to the new lease.

Student Tenants who wish to change to another unit must make the request in writing to SKC Student Housing. If space is available, an offer to move may be made by the Student Housing Director. Student Tenants who wish to request a Head of Household change must do so in writing and be approved by the Student Housing Director.

## Vehicle and Parking Regulations

Student Tenant and his/her guests shall park vehicles in designated parking areas. All parking lots are restricted to permit parking only, except for several visitor-parking stalls. Dorm visitor parking is open during visitor hours only. If a car needs to remain in the dorm parking lot after visiting hours call security for approval or the vehicle may be booted, towed, and/or fines assessed. Parking permits are available at the SKC Security Department Offices. **Vehicles parked in undesignated areas will be ticketed and fined by SKC Security.**

- Vehicles are not allowed on the fire lane, lawns, or walkways at any time.
- **Any vehicle without a decal may be ticketed and fined or towed at the owner's expense.**
- Visitors must park in designated visitor parking stalls.
- Handicap parking is reserved for those people with a valid handicap sticker. Campus security will enforce handicap-parking violations.
- Vehicles that are not in running order are not allowed and will be towed at the owner's expense. Running order is defined as not only mechanical but street legal and drivable.
- Student Tenant is responsible for all vehicle discharge, leaks and will be responsible for the clean up.
- Mechanical work and vehicle washing is not allowed on the premises.

- Student Tenants must remove any vehicle that remains inoperable for over thirty (30) days. Any abandoned vehicle will be towed off campus after 30 days.
- All Terrain Vehicles are not allowed on the premises.
- Others not permitted at student housing and may not be used on campus are: Unlicensed gasoline powered vehicles such as, but not limited to; 4 wheelers, snowmobiles, motorcycles and go carts. Licensed vehicles must remain on roads or parking in lots.

If a student tenant fails to remove any vehicle upon request, SKC Housing shall dispose of the vehicle at the Student Tenant's expense.

**The 15-mile per hour speed limit must be adhered to.**

## **Windows and Screens**

Window screens are provided and are part of each operable room window in student housing. Windows are operable without removal of any screen. Window screens are not a safety device. Screens are designed to keep bugs out, allow fresh air in, and facilitate building ventilation. It is important that the screens remain in place. Never exit any room via the window. There is no acceptable reason to remove the screen from the window except in case of a designated building emergency. Window screens must remain in place and are not allowed to be removed or altered. In consideration of the potential risk presented when a screen has been removed, each Student Tenant of the room may be assessed a fee. Windows that crank open should be kept closed when it is windy outside. Breakage or damage to windows will be charged to the Student Tenants.

## **Walkways and Porch Areas**

For life safety issues, walkways and porches must be kept clean at all times. No storage is permitted.

- Snow will be removed from the parking lot and fire lane. The Student Tenant is responsible for snow/ice removal of individual sidewalks.
- The unit water spigot handles have been removed. Use of the water spigots are prohibited as the water gets into the foundation and causes damage. Use of water spigots may result in fees.
- Do not store household items, boxes or personal belongings such as garbage cans, buckets, brooms, mops, building materials, furniture, household decorations or clothes racks on the porch area.
- Trash/trashcans cannot be stored outside your unit—this is a NO TOLERANCE policy at SKC Student Housing—your garbage needs to be taken immediately to the dumpsters provided. If garbage is left out side your unit and our staff has to remove it you will be billed for the removal.
- The storage or scraping of animal hides is not permitted at the Dorms for health and safety reasons. —This is a NO TOLERANCE policy at SKC Student Housing—If animal hides or other organic material is left out side your unit and our staff has to remove it you will be billed for the removal.

Student Tenants will be given a written notice naming the item(s) to be removed and given a date that the removal needs to be completed by. If SKC Housing has to remove any items, there will be a minimum of \$25.00 charge assessed to the tenants account. Items that are collected are taken to the dump.



## Withdrawal of Courses

Non-enrolled students are expected to contact SKC Student Housing immediately upon loss of student status. Withdrawal from SKC does terminate your housing contract and students are required to vacate the unit upon withdrawal. Charges will continue to accumulate until you have moved out and notified Student Housing Department.

## Violation Point System/Tenant Conduct

Tenants have the responsibility to conduct themselves in a manner that does not impair the welfare or educational opportunities of others in the SKC student housing community. Tenants and their guests must act as responsible members of the community; respect the rights, privileges, and dignity of others; and refrain from actions that interfere with normal day to day activities. All students, family members, children and/or guests are subject to the point system. **Accumulation of thirty (30) violation points will result in the termination of lease.** The following points will be assigned for lease violations.

10 (ten) Points	15 (fifteen) Points	30 (thirty) Points =termination of lease
Failure to maintain unit in a sanitary condition, Failure to correct a Notice of Concern	Failing to maintain Satisfactory Academic Standing	Alcohol/drugs on premises Alcohol containers on premises.
Visitors during non-visiting hours, or unattended guests	Major destruction to the unit or surrounding property	Dropping below full time student status (12 credits)
Unreported Overnight Guest in Family Housing	Disturbance/complaint of harassment	Failure to maintain condition of MOU
Reported Guest more than 3 days	Report of a loud or uncontrolled party	Failure to make payment during the previous quarter.
Disrespectful or uncooperative with SKC employee	Verbal or Physical threats to SKC employee	Firearm(s) on premises
Offensive, pornographic, nudity items in common areas or bedroom	Obstructing door, magnets, or locks Propping open exterior doors	Fighting, and/or Violent Acts
Open flame/Burning/Fire Hazard	Failure to maintain utilities for two consecutive months	Child neglect/abuse
Failure to maintain keys in tenant possession	Pets/Animal violation	Domestic Violence, Dating Violence, Sexual Assault, Stalking
	Overnight Guest in the Dorms	

\*Other Points may be assigned by the Housing Department as deemed necessary for good cause.

When a complaint is filed and/or reported to the Housing Department, the Director of Student Housing is responsible for conducting an investigation and assigning lease violation points.

If you are home and law enforcement, campus security, and/or SKC Student Housing personnel knocks on your door and you fail to answer, it will be considered an admission of guilt and points will be assessed.

SKC Student Housing shall deliver notices of points assessed, reason(s) for assessment, and Student Tenant's cumulative point total to date.

Students may be subject to additional policies, regulations, rules, and/or professional and ethical standards that supplement the Tenant Conduct/Violation Point System.

## **Lease Violation Point Procedures**

Whenever it appears that a tenant may have committed a lease violation, the Director of Student Housing will investigate the incident.

The Director of student housing:

- a. Determines the facts of the incident through security reports, camera footage, interviews, and other evidence.
- b. Makes an impartial judgment as to whether or not any violations occurred, and, if so, assigns appropriate lease violation points.
- c. Informs the tenant of the student housing occupancy rules.
- d. Informs the tenant of the findings of the investigation and the violation through written notice on Assessment of Points form.

**Tenants accumulating 30 or more violation points will be issued a termination of lease from the Director of Student Housing.**

## **Tenant Appeal Procedure**

Tenants receiving a termination of lease have the right to file an appeal. Tenants have the right to submit a written account of the incident, a statement discussing the effect of the misconduct on him/her and reason for the appeal. Tenant must put request for appeal in writing and submit to the Director of Student Housing within three (3) business days of the incident. Tenants must be specific as to the appeal, complaint, or grievance and the resolution sought. Include current class schedule to aide in scheduling meeting time. Appeals not in writing will not be heard.

The Director of Student Housing will request a meeting time with the Student Housing Advisory Committee members and add the appeal request to the meeting agenda.

The SKC Student Housing Appeal process is an educational process, not a criminal process. In light of the impact that misconduct can have upon students and the student tenant communities, in addition to educational sanctioning, misconduct is also addressed by providing referrals for after care and on-campus resources.

Whenever charges against a student are pending, the student, unless temporarily suspended or evicted, continues to have the same rights and privileges as other students.

## **Student Housing Advisory Committee**

The Student Housing Advisory Committee serves as an advisory board concerned with student housing and considers student housing termination of lease appeals.

The SKC Student Housing Advisory Committee consists of two administrative representatives, two staff representatives, one faculty representative and one student representative. Each Committee member shall have a vote in the decisions made during the meetings. The SKC Student Housing Department personnel and the SKC Security Team Leader also attend meetings but do not have a vote in the decisions made. The Advisory Committee meets on an as needed basis to review student appeals as necessary.

No member of the Student Housing Advisory Meeting may hear a case if the member is closely associated personally or professionally with the student tenant. The Committee member is expected to raise the issue of stepping down whenever any potential reason for disqualification becomes known.

To request placement on the Student Housing Advisory agenda, student tenants must call the Director of Student Housing at 275-4832 with such request.

## **Appeal Meeting Procedure**

Upon receiving a written appeal letter, the Director of Student Housing will schedule an appeal meeting with members of the Student Housing Advisory Committee. The Director gives notice of the time, date, and place of the meeting to the student and Committee members. At least three members of the Committee must be present in order to hold an Appeal Meeting. If there are not at least three members present, the meeting must be re-scheduled.

1. The Director of Student Housing will submit all reports, documentation and tenant appeal documents to the Student Housing Advisory Committee for review. The tenant will appear in person to speak on their behalf of their appeal.
2. A student tenant appearing before the Student Housing Advisory Committee may be accompanied by a student advocate or supporting individual.
3. The Student Housing Advisory Committee will take into consideration the present attitude and past disciplinary record of the tenant, reliability of the evidence against the student, as well as the nature of the offense and the severity of any damage, injury, or harm resulting from it.

4. The Student Housing Advisory Committee will make an impartial determination as to whether the original findings are upheld, overturned, or modified. The Committee renders a decision on the sanction by a majority vote of Committee members present during an Appeal Meeting. The decision will be put in writing and delivered to the tenant.
5. Sanctions for violating the Housing Occupancy Rules and Regulations may include any one or more of the following:

**Eviction Upheld** - Tenant and individuals on the dwelling lease are evicted from the Dorms or Family Housing. The termination of lease is upheld and student must follow eviction protocol for moving out. An immediate eviction may be issued whenever there is evidence that the student's continued presence in housing constitutes a threat to the student or others or to the continuance of normal day to day activities.

**Disciplinary Conditions of Occupancy** - The termination of lease may be rescinded. The student continues living in student housing and is subject to restrictions and/or conditions of occupancy.

**Disciplinary Warning** - The termination of lease may be rescinded and the student is warned that further misconduct may result in an eviction from Student Housing.

**Restitution** - The student is required to make payment for damage to College or individual property.

**Other Sanctions** - In addition to or in lieu of the above, other sanctions may be imposed. For example:

- the student may be prohibited from attending campus events or participating in organized activities,
- may be required to attend and complete classes, programs, workshops, or counseling dealing with specific behaviors, such as drug and alcohol abuse and sexual offenses, as conditions of current or future occupancy.

6. The Director of Student Housing will notify the student in writing of the decision made by the Student Housing Advisory Committee.

### **Failure to Appear**

A student who fails to appear for the scheduled appeal meeting with the Student Housing Advisory Committee, after being given proper notice of the time and place of the hearing, is considered to have waived the right to be heard. The Committee accepts the termination of lease.

**The decision of the SKC Housing Advisory Committee is final.**