

SOUTHWESTERN OREGON COMMUNITY COLLEGE

Student Housing Room and Board Agreement

General Disclaimer

The undersigned, who agrees to be a registered full-time student (12 credits per term), hereafter "Student," and Southwestern Oregon Community College and the Office of Student Housing, hereafter the "College" and "Housing," hereby enters into this Room and Board Agreement, hereinafter called "the Agreement," upon the following terms and conditions. This Agreement is not transferable and shall not be assigned by the Student.

The College has the duty to protect students from an unreasonable risk of harm; consequently, the College reserves the right to deny or terminate housing for any person whom the College feels may pose an unreasonable risk of harm. The College also reserves the right to deny an application, to change or cancel assignments in the interest of order, health, safety, or to discipline with appropriate written notice.

Services

The College will provide the Student a residence in the student housing complex and meals in the Dining Hall during the term of the agreement, except in cases where a temporary assignment may be necessary. The College will furnish the Student with a single bed, chest, desk, chair, and closet space. Each room will be equipped with local telephone service, and computer data port with Internet access. This does not pertain to overflow accommodations.

Assignments

Out-of-district/state first time freshman students attending the College are required to live in the student housing complex for their freshman year unless: the student has dependents, is a veteran, is 21 years of age prior to the first day of class, have passed 45 credit hours of college courses (credits must be taken on a college campus to count toward this total), are enrolled in a specific 100% online degree program, or if the student housing complex is full. Students must turn 18 years old before December 15 of the school year attending to be eligible to live in the student housing complex.

The College agrees to assign accommodations only after the Student has: (1) completed and signed a Student Housing Application (which refers to the Room and Board Agreement) and (2) submitted the proper deposit.

Subject to the availability of space, the College will make every effort to assign accommodation according to the student's preference, but the College will not guarantee assignment to a particular building, type of accommodation or specific apartment roommates.

Community Living, Room Changes and Vacancies

It is important that roommates work together to create a living environment that allows freedom with respect and responsibility. Roommate problems should be discussed with other roommates first and then the Resident Assistant second. Residents requesting transfers from one room to another will be considered based on space availability, date and time of request, and the necessity of transfer. All changes must be submitted and approved by Housing before a resident can move. Residents will not be charged for the first room change, but additional changes during an academic year will result in an administrative fee of \$75.00 for each change. Residents may submit room change requests during the first two weeks of each term, but no room moves will be made until after the second week of the term. This allows time to better assess vacancies and cancellations. Once vacancies are determined, Housing or the Resident Assistant will contact residents regarding their request.

Housing may assign vacancies at any time. When possible, Housing will try to have the present resident and the new residents meet prior to moving. Housing will inform students of any move by e-mail or through Housing Staff. Students are encouraged to spend time getting to know one another and to discuss important issues of a community living environment. All approved room changes must occur within 48 hours of approval.

When a vacancy occurs in a double room, the remaining student will not be charged a single room rate for the remainder of the term the vacancy occurs. Housing reserves the right to assign another resident to the room. Students not willing to accept another roommate will be charged accordingly for the single room and possibly assigned to a single room elsewhere in the student housing complex. All residents occupying a room as a single at the beginning of a term may be charged the single room rate for that term.

The College reserves the right to deny an application, to change or cancel assignments in the best interest of order, health, safety, or discipline with appropriate notice. The College will also, when necessary or desirable, require students to move to other accommodations in order to vacate an apartment building, floor, or room and change room assignments for reasons of optimizing space utilization, health and safety, repair, or discipline.

Duration of Agreement

The Student's signature on the check-in form establishes the Student's acceptance of the condition of the rooms and contents of the terms of occupancy and therefore becomes the standard for the condition of the room and contents at the termination of occupancy.

The Student agrees the duration of this agreement at the College is for the entire academic year (or an appropriate portion thereof), including Thanksgiving and spring break. Winter and Summer breaks are not included in this agreement. Arrangements to stay in the student housing complex during these breaks must be made in writing directly to Housing. However, the Student may be required to occupy temporary facilities during these vacation periods. For specific dates of the opening and closing of Student Housing, refer to the "Student Housing Application Information" document. The Student will not be allowed to occupy a room prior to the official opening or after the closing dates without prior approval. Any approval will be subject to additional charges.

Responsibility for Damage or Loss

The Student specifically agrees to be liable for damage or other loss incurred to the building, apartment, furniture, and equipment, which are not the result of ordinary wear and tear, including any damages caused by a guest of the Student. Damage within the Student's room and shared living area is the responsibility of the Students assigned to that space. Damage occurring to inside and outside common areas (e.g., restrooms, living rooms, kitchen and patios/decks) not attributable or chargeable to a specific individual or group shall be equally shared by the residents of the living area where those damages occur. The Student agrees to pay such damages upon demand. When moving out of any accommodation, the Student must be checked out in accordance with published check-out procedures. Failure to do so will result in a charge for an improper check-out. In addition, the Student will be assessed charges for failure to turn in the room key and/or for cleaning and damages at termination. Upon checkout, the Student forfeits any right to property left behind, including bicycles.

College Liability

The College shall assume no responsibility for the theft, destruction, or loss of money, valuables, or personal property belonging to, or in the custody of the Student, for any cause whatsoever whether such losses occur in student rooms, storage rooms, public areas, elsewhere in the apartment, on campus, or in baggage being shipped or stored. The College encourages the Student to carry personal property insurance.

Meal Plan Service

Meals are included in your room and board package and are only available at the Empire Café. Meals are served daily beginning with dinner on the day the student housing complex opens and ends with lunch on the final day of scheduled exams. Empire Café serves breakfast, lunch and dinner Monday through Friday and brunch and dinner on Saturday and Sunday. On College holidays scheduled during the academic term, only brunch and dinner will be served. Lunch will be the last meal served on Wednesday before Thanksgiving.

A meal plan may be changed once during the first two weeks of the term. No meal plan changes will be permitted after the second week of the term. Students have the choice of three different plans:

- 15-meals-perweek: This plan allows the student to eat a total of fifteen meals per week. The "meal plan week" begins on Monday breakfast and ends Sunday dinner through each term. Meals do not carry over to the next week.
- Flex Plan: This plan is for students who would like more purchasing flexibility. The student is allocated 88 meals and 125 flex dollars each term. The meals may be eaten at any time during the term, and flex dollars can be used to purchase any items (including meals) from Empire Café during normal business hours. Unused meals do not carry over to the next term. Meanwhile, flex dollars do carry over to the next term if you stay on the Flex Plan, but expire at the end of the Agreement. Students on this plan may purchase additional flex dollars.
- 19-meals-perweek: This plan allows the student to eat every scheduled mealtime. Meals do not carry over to the next week.

All three plans function as debit balance accounts - similar to a prepaid credit card. Only Flex Plan participants may purchase flex dollars. Students must use their ID card - the same one used to access your apartment - to debit their meal plan account. If the Student has special dietary needs, Empire Café may be able to accommodate. However, special dietary requests should be made to Housing prior to attending the College.

Cleaning/Damage

At checkout, Housing will compare the apartment and room condition with the Room Inventory Sheet (filled out by the resident at the beginning of the year). Housing will charge the resident for damages assessed during the checkout. Additionally, Housing will charge the residents for damages discovered within a reasonable amount of time after the resident has left.

Student Conduct Code

All members of the College are responsible for obeying the rules, which are essential for preserving an environment conducive to academic pursuits. Student Rights, Student Code of Conduct, and Student Grievance Procedures are contained in the Student Handbook. The following activities and/or violations as part of the Standards of Conduct may result in disciplinary action.

1. Academic Plagiarism: The intentional submission for evaluation to a college instructor or administrator of material based, in significant part, on work done by someone other than the submitter without reasonable written indication to the evaluator of material's true source.
2. Academic Cheating: The intentional submission for evaluation to a college instructor or administrator of material based, in part, on a source or sources forbidden by generally accepted standards or by regulation established by the evaluator and disclosed in a reasonable manner.
3. Furnishing false information to the College with the intent to deceive.
4. Forging, alteration, or misuse of college documents, records, or identification cards.
5. Detention, physical abuse, or conduct which threatens imminent physical abuse of any person in the College community.
6. Malicious destruction, damage, or misuse of college or personal property on the College campus. College property is defined as all real and/or tangible property owned or controlled by the College, including but not limited to buildings, grounds, equipment, motor vehicles, and all library or other instructional materials.
7. Theft or extensive damage to another's property in a college or college-related environment.
8. Participation in hazing.
9. Possession, use, or threatened use of firearms, ammunition, knives, explosives, dangerous chemicals, or any other objects as weapons on College property, except as expressly authorized by law and College regulations.
10. The possession of alcoholic beverages or controlled substances on the College campus or any other facility that is rented, leased, owned, or occupied by the College.
11. Sexual Harassment: Repeated and unwanted sexual advances, requests for sexual favors, and other verbal and physical conduct which results in inhibition of unconstrained academic interchange or career advancement, or creates an intimidating, hostile, or offensive environment for one of the parties.
12. Substantial and material interference with the operation of the College.
13. Failure to comply with the terms of any penalties applied under the Student Conduct Code.
14. Disorderly Conduct: Disorderly conduct is defined as knowingly and intentionally engaging in violent, tumultuous, or threatening behavior which results in inconvenience, annoyance, or alarm; creates unreasonable noise, or disturbs any lawful assembly of persons.
15. Eluding or attempting to elude a college security officer who is pursuing official duty.

Housing Conduct Code

Southwestern strives to provide its on-campus community with a safe and academic environment. In addition to following federal, state and local laws as well as Southwestern's Student Conduct Code, students who live in the student housing complex must follow these additional policies. Southwestern may terminate this Room and Board Agreement if the resident fails to abide by the following code. Students who seek an exception to these policies must petition Housing.

1. **Alcohol and Other Drugs:** Housing prohibits the consumption or possession of alcohol (including empty or partially full containers of alcohol), illegal substances, and drug paraphernalia (including anything resembling a bong i.e.: hookah and tobacco pipes). Confiscation/Destruction: Southwestern staff may confiscate and destroy illegal items (or items against College policy), such as alcohol, illegal drugs, drug paraphernalia, and dangerous devices. Residents who violate this policy face many serious sanctions, such as citations for Minor in Possession and Contributing to a Minor, probation, educational sanctions, mandatory counseling and fines. In situations where there is no consumption or intoxication, Housing typically fines residents \$100 each for the possession of alcohol or empty alcohol containers and \$100 each for the possession of drug paraphernalia. In addition to the above sanctions, Housing will cancel this Agreement with residents whom are distributing (selling or giving) alcohol or illegal drugs. These residents will lose their \$250 deposit, but must continue to pay the cost of housing for the remainder of the term they committed the offense. Finally, non-participating guests and/or residents of the apartment (present or otherwise) where the alcohol or other drug use took place may need to meet with Housing officials and possibly face educational sanctions. (For more details about sanctions, please see Student Conduct Meetings and Sanctions.)

2. **Apartment Care and Inspections:** Housing expects residents to keep their apartments and rooms in a clean, sanitary condition. Housing will inspect apartments and rooms for health, safety and cleanliness at least once every month. They will confiscate and destroy illegal items, such as alcohol and other drugs and drug paraphernalia. Student conduct meetings and fines may also result. Housing will provide written or oral notice before these inspections. Housing reserves the right to put apartments/rooms on more frequent inspections (e.g. once every week) or random inspections between the hours of 8 a.m. to 8 p.m. Housing will provide one-time notice that apartments are on frequent or random inspections, and they may continue indefinitely.
3. **Apartment and Room Entry:** Housing reserves the right to enter an apartment or room for the purpose of policy enforcement, property inventory, fire safety, sanitation, maintenance, and the well-being of occupants. College staff will not search personal effects without the student's expressed consent.
4. **Area/Building Meetings:** Attendance at area/building meetings is mandatory. These meetings help residents connect with each other for academic and social activities as well as inform them about important dates and deadlines. Housing may issue a fine of \$10 to each resident whom miss meetings without prior notification.
5. **Commercial Activity:** Residents may not use Housing facilities (including their rooms) for commercial purposes, or in association with commercial vendors without permission from the Director of Housing.
6. **Damages:** Damage to a resident's assigned room, including the walls, is the responsibility of that resident. Housing considers walls to be damaged and residents being charged for pin holes, large holes or corner damage and holes in clusters. Housing recommends using removable adhesives or poster putty to hang wall decorations. In addition, Housing prohibits non-LED strings of holiday lights as they blacken walls. Damage to common areas of the apartment is charged to the individuals responsible, if it is known. Otherwise, common area damages are shared by every resident assigned to that apartment.
7. **Dangerous Devices:** Housing prohibits the possession, use, or threatened use of firearms or projectile weapons (including, but not limited to, any gun or facsimile, stun guns, water guns, and slingshots), ammunition, knives larger than 3 inches, martial arts weapons, explosives, dangerous chemicals, water balloons, or any other objects considered weapons on college property. Housing provides an exception for knives that are clearly used for cooking or eating. Confiscation: Southwestern staff may confiscate and destroy illegal items (or items against College policy), such as alcohol, illegal drugs, drug paraphernalia, and dangerous devices.
8. **Dining Hall Behavior:** Housing will terminate the Room and Board Agreement with any resident who engages in disorderly conduct (as defined in the Student Conduct Code) while in Empire Cafe.
9. **Eluding:** Students who elude or attempt to elude a College official who is pursuing official duty are deemed to have committed the apparent offense. Moreover, these students face additional sanctions.
10. **Fire Safety:** Residents may not possess, display, or burn flammable materials (including, but not limited to, fireworks, candles, incense, gasoline, kerosene lamps, and open cooking elements). Also, residents may not hang anything from the ceiling, including sheets covering light fixtures. In addition, residents may not have fuel-powered motor vehicles (including, but not limited to, motorcycles, all-terrain vehicles, and gas-powered scooters) or associated parts for use, maintenance, repair or storage inside apartments or inside stairwells. Each apartment is equipped with a fire extinguisher and smoke detectors. Housing will charge a resident \$55 for tampering or misusing a fire extinguisher and \$55 for tampering with smoke detector.
11. **Furniture and Fixtures:** Housing provides each resident with room and apartment furniture as well as lighting and plumbing fixtures. All furniture and fixtures must stay in the apartment or room. Housing will fine or seek criminal prosecution for those who misuse, steal, or destroy these items.
12. **Guests:** The term "guests" means any person who is not a registered resident of that apartment and includes residents from other buildings. The College holds its residents directly and financially responsible for the behavior of their guests. With prior approval from their apartment mates, residents may have overnight guests. However, they may not stay for more than three consecutive nights and seven nights per academic term. Housing does not permit cohabitation. Guests who violate the Alcohol and Other Drugs policy (regardless of age) will be banned from the student housing complex if they are a student of the College and banned completely from campus if they are not a student of the College. The College will refer people who violate the conditions of their no-trespass order to local law enforcement. Moreover, residents who host people who have been banned from the student housing complex or the College will face disciplinary action. Finally, guests who are minors (under the age of 18) must have a legal guardian present to be on Housing property.
13. **Harassment:** Housing prohibits harassment based on a person's race, color, gender, national origin, age, religion, marital status, disability, veteran status, or sexual orientation on Housing property or at its activities. Housing describes "harassment" as when a person intentionally subjects another person to offensive physical contact for a reason other than self-defense or when a person specifically insults another person in his/her immediate presence with abusive words or gestures that a reasonable person would expect such an act would cause emotional distress or provoke a violent response.
14. **Keys:** All residence hall keys and key cards are the property of the College. Residents may not copy, loan, sell, or transfer a Housing key or key card to any person. Residents must also report lost keys or key cards to Housing within 24 hours for their safety and the safety of others. A replacement key and lock change costs \$50 and a replacement key card costs \$10. Residents must return assigned keys and key cards at the termination of residence or upon demand.
15. **Lockouts:** Housing will always assist residents who are locked out of their apartments or rooms. However, Housing will fine residents who utilize this service excessively. Residents must also report 5 lockouts for the academic year free of charge. Each additional lockout costs \$10. Residents who lock themselves out 10 or more times will need to meet with the housing staff to discuss future actions.
16. **Mail and E-mail:** Housing assigns each resident a mailbox. Residents may not misuse, destroy, or tamper with Housing mailboxes or mail service. Interim breaks may interrupt mail service and forwarding. Students are also assigned a College e-mail account. Residents are responsible for reading official Housing and College information sent to their mailboxes and e-mail accounts.
17. **Mattress Pad or Cover:** All residents are required to have a mattress pad or cover on their bed. Housing fines a resident \$10 if there is no mattress pad or cover on the bed.
18. **Parking Permit:** All residents must have a parking permit for any vehicle they park in the Housing parking lot. Housing provides one optional parking permit to each resident whom has a vehicle registered in their name or in their parent's or guardian's name. The permit expires when the Room and Board Agreement has ended. Residents may not transfer the permit to another person.
19. **Animals:** Residents may not have animals live or visit them in their apartments. Animals include, but are not limited to, dogs, cats, birds, rodents, snakes, frogs, and lizards. Fish are permissible as pets, but the bowl or tank may not exceed five U.S. gallons. Housing typically fines residents \$50 for a Pets policy violation as well as the cost of additional cleaning, repair, furniture or carpet replacement, or extermination of pests. Housing will cite residents whom abuse, neglect, or abandon an animal in violation of Oregon Revised Statutes 167.310 to 167.390.
20. **Quiet Hours:** All residents should keep their noise level at a respectful level at all times. In addition, residents must keep noise to a minimum during the hours of 10 p.m. to 8 a.m. Sunday through Thursday. On Friday and Saturday, quiet hours are from midnight to 10 a.m. During finals week, Housing enforces a 24-hour quiet expectation. Housing typically fines residents \$10 for each Quiet Hours policy violation.
21. **Sexual Assault:** The College prohibits sexual assault, which is any nonconsensual sexual act. A sexual act is nonconsensual if it is inflicted upon someone who cannot grant consent (due to cognitive disability, age, incapacitation due to drug/alcohol use, etc.) or compelled through the use of coercion, intimidation, threats, or physical force. When a person informs the College about a sexual assault (or an attempt), the College will honor the wishes of the reporter and the survivor and make available College resources.
22. **Sexual Harassment:** The College prohibits sexual harassment, which is any sexual advance, any request for sexual favors, or any verbal or physical conduct of a sexual nature that creates an intimidating, hostile, or offensive work or academic environment.
23. **Sports Equipment and Skateboarding:** Housing prohibits the use of any outdoor sports equipment, such as balls, frisbees, bicycles, skateboards, and skates inside buildings or on sidewalks, porches, and stairs. Sporting activities may take place behind the Lighthouse Depot, the field next to Willamette River building, the cul-de-sac by Umpqua River and Heceta Head buildings, or other areas on the College campus designated for sports.
24. **Theft, Misuse and Destruction:** The College prohibits theft, misuse, and destruction of property. In addition, Housing considers the unauthorized use of unassigned rooms in an apartment a theft. Residents in violation of this policy may face immediate termination of the Room and Board Agreement.
25. **Tobacco Products/Inhalant Delivery Systems:** In accordance with Oregon Senate Bill 754 the College prohibits students under the age of 21 to possess any tobacco products or inhalant delivery systems (including, but not limited to, cigarettes, cigars, chewing tobacco, hookahs and E-cigarettes) while on College property. Tobacco use is not permitted within the College's apartments or buildings and is only permitted to those over 21 in designated "Tobacco Use Areas". Housing will confiscate and destroy any tobacco and/or inhalant delivery system and fines residents \$10 per instance for tobacco/inhalant delivery system use/possession outside the confines of this agreement. Apartments and rooms which are damaged by smoke will result in an additional cleaning fee of \$50 plus the cost to repair damages.
26. **Water or Gel Beds:** Housing prohibits water or gel beds.

Student Conduct Meetings and Sanctions

When College staff encounters a Housing policy violation, they may issue a College citation to the resident(s), write an incident report, call local authorities, or they may do a combination of these actions. Residents involved in incidents always have an opportunity to discuss what happened at a disciplinary meeting with a College official.

In addition to legal consequences, residents who violate the Southwestern Board of Education's policy for alcohol and other drugs face the following sanctions through a conduct meeting.

1. **First Offense:** Regardless of age, a resident who has been found responsible for consuming alcohol anywhere on campus property (even if law enforcement does not issue a Minor in Possession violation) will have the opportunity to complete a drug education class at the resident's expense. The resident must also complete educational modules on the Internet assigned by the meeting officer. Also, the resident is on Housing Probation.
2. **Second Offense:** Housing will cancel the Room and Board Agreement with a resident found responsible for a second violation anywhere on campus property. The resident will have 24 hours to move out of the room and apartment. Moreover, the resident forfeits the housing deposit and is liable for the remaining housing costs for that term. Students asked to leave the student housing complex may continue their education at the College. However, the College prohibits them from entering or visiting Housing property or facilities.
3. **Third Offense:** The College will expel a student found responsible for a third violation anywhere on campus property. In addition, the College prohibits the student from entering or visiting College property or facilities.

Here is a sample of sanctions and fines Housing may use to address a student's conduct (listed in alphabetical order):

1. **Cancellation of Room and Board Agreement:** When Housing cancels the Agreement for a policy violation, the resident will have 24 hours to move out of the room and apartment. Moreover, the resident forfeits the housing deposit and is liable for the remaining housing costs for the rest of that term. Finally, the College will prohibit the student from entering or visiting Housing property or facilities.
2. **Community Service and Educational Activity:** Residents may perform various services to the College including, but not limited to, implementing educational and social activities, performing grounds keeping, completing educational activities on the Internet, etc.
3. **Confiscation:** Southwestern staff may confiscate and destroy illegal items (or items against College policy), such as alcohol, illegal drugs, drug paraphernalia and dangerous devices.
4. **Counseling:** Housing may refer a resident to the counseling office or an off-campus agency for assessment.
5. **Housing Probation:** Residents with this status are at a heightened risk of having Housing cancel their Room and Board Agreement.
6. **Fines:** Housing fines may change without notice and the amount is always subject to the discretion of the Director of Housing. Depending on the situation, fines may be split evenly among all the current residents of that apartment. Also, fines may increase for repeated violations. For a complete list of fines, see the Housing Office.
7. **Letter of Reprimand:** Housing sends a letter of warning to the resident, explaining the policy violation and encouraging the resident to avoid committing the violation again.
8. **Room Assignment Change:** Housing will move a student to another room.