# Residence Life & Housing Handbook



2023-2024

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# Welcome to Midwestern State University Residence Life & Housing

Welcome to residential living at Midwestern State University! The Office of Residence Life & Housing recognizes an important aspect of the college experience is a student's living situation. Informal learning opportunities outside of the classroom often occur in the informal living environment. As part of a dynamic living-learning community, we assume rights and responsibilities designed to help us learn from one another, encourage one another, and respect one another.

By promoting an atmosphere conducive to the academic, social, and personal needs of residential students, the Residence Life program supports the educational goals of the University.

Midwestern State University is committed to the philosophy of "student development." Respect for the rights of others is a basic component of this developmental experience. Whether on or off campus, students are expected to show respect for law and University policy, personal honor and maturity, and respect for the rights of others.

# Residence Life & Housing Mission Statement

The Office of Residence Life & Housing aims to create educational environments supporting learning and development. As a department, our educational priority is to connect Mustangs to their pathways for success. Our foundation for supporting residents through the transitions they experience is grounded in the following values:

Community—We build relationships and a sense of belonging, are accountable to self and others, participate in the campus experience, and demonstrate responsible citizenship

Learning—We connect experiences in and out of the classroom by engaging with faculty, exploring professional opportunities, encouraging critical thinking, and developing critical life-skills

Respect—We engage in respectful dialogue, confront incidents of bias, strive to use inclusive language, and celebrate differences

In support of the Residence Life & Housing Mission Statement, residential life regulations, rules, policies, and procedures are an extension of a core set of principles. These include:

- As a legal entity established by the State of Texas, the University is obligated to support the laws of the community of which it is a part.
- As a landowner, the University is obligated to protect its property from destruction and misuse.
- As an educational community, the University is obligated to establish and promote standards of behavior and decorum of its own which will serve the well-being of the University, the total community, and its individual members.
- As a residential community, the University is obligated to make certain the residential experience contributes fully to the institution's educational objectives and the development of its students.

Students assume obligations when they become voluntary members of the academic community at Midwestern State University. Students are obligated to:

- 1. Be fully acquainted with the rules, regulations, and policies of Midwestern State University.
- 2. Maintain conduct of the highest standards, knowing that misconduct reflects upon self, family, Midwestern State University, and citizenry.
- 3. Follow the tenets of common decency and acceptable behavior commensurate with the aspiration implied by a college education.
- 4. Respect the rights and property of others at all times.
- 5. Take advantage of all available opportunities found at an institution of higher education.

# Frequently Called Numbers

Killingsworth Hall	7200	Library	4204
McCullough-Trigg Hall	7930	Financial Aid	4214
Sundance Court	6400	Sundance Food Court	4900
Sunwatcher Clubhouse	4217	Clark Student Center	4520
Legacy Hall	6700	Wellness Center	4838
Legacy Commons (24 hr)	6600	Career and Testing	4215
Residence Life & Housing	4217	Admissions	4334
Bookstore	4225	Counseling/Disability Services	4618
Registrar's Office	4321	Business Office	4760
Post Office	4241	University Police	4239
Vinson Health Center	4231	Student Leadership & Involvement	4500

# Residence Life & Housing Staff

#### **Resident Assistant**

A Resident Assistant (RA) is a student staff member who lives on your floor or designated community. As a peer, an RA serves as a basic source of information and referral help, and assists residents in adjusting to campus life. Your RA's overall responsibility is to help promote community, provide leadership and support to students, and enforce residence life and housing policies.

# **Assistant Hall Director**

An Assistant Hall Director (AHD) is an experienced student staff member who serves as a Resident Assistant within a designated community while also assisting the Hall Director with other leadership responsibilities within the community. The AHD has prior experience as an RA and is considered the most elite student leadership position within the residence halls.

# **Peer Educator**

Peer Educators live in the residence halls and provide a variety of programming and educational opportunities for students living on campus. Our Peer Educators work intentionally with campus partners to provide resources to students while informing peers about campus resources. These include Academic Peer Educators (partnering with Tutoring & Academic Support Programs), EPIC Peer Educators (partnering with the Office of Student Leadership & Involvement), Health Peer Educators (partnering with Campus Wellness), and the VIP Peer Educators (partnering with the Office of Title IX).

# Student Assistant/HOST

Student Assistants are responsible for providing answering phones, monitoring entrances, and providing assistance at each of the front desk locations located within the residence halls. Student Assistants can provide referral information to residents and work closely with the professional staff to ensure proper safety standards are maintained within the building. We refer to this position as the Hall Office Support Team (HOST).

# Hall Director/ Graduate Hall Director Staff

A Hall Director (HD) (full-time staff member) or a Graduate Hall Director (graduate student staff member) has overall responsibility for their assigned living area. These professional staff members work to establish supportive and positive learning environments within their areas by guiding the RA and Peer Educator staff. They are responsible for supervision of the hall staff and the enforcement of regulations and policies. Feel free to visit with them about personal or academic problems as well as ideas or suggestions to improve the on-campus living experience.

# **Central Housing Office Staff**

The Central Housing Office staff is made up of a number of professionals. Administrative support staff members are available during university business hours to assist students with questions regarding housing contracts, assignments, and billing. The Director of Residence Life & Housing and Senior Associate Director of Residence Life & Housing also work out of the Central Housing Office and collaborate to ensure the overall goals of the department are met.

#### Custodial & Maintenance Staff

Full-time custodial and maintenance staff are responsible for maintaining residential facilities. Custodians are responsible for the upkeep of hallways, lounges, community bathrooms, and public areas of the building. Maintenance team members are assigned to make repairs in the residence halls and apartments.

Students interested in employment through the Office of Residence Life & Housing should email <a href="mailto:housing@msutexas.edu">housing@msutexas.edu</a> to inquire about available positions.

# Student Leadership Opportunities

# **Residence Hall Association**

The Residence Hall Association (RHA) is a government student body for the University Residence Life community. All current residential students are eligible for membership in RHA. RHA is governed by a President, Vice-President, and Secretary/Treasurer. RHA works with the Residence Life & Housing staff to provide feedback and perspective for policy development, programs, and facilities. RHA serves as a liaison between residential students and the Office of Residence Life & Housing. RHA also sponsors a number of activities designed to promote community and involvement within the residence halls and represent Midwestern State University within the Southwest Affiliate of College & University Residence Halls (NACURH).

# **Student Government Senators**

The Residence Hall Association President appoints a student senator to Midwestern State University's Student Government. These appointments must be approved by the voting delegation within RHA. In addition, Student Government allows one student representative for each residential complex.

# **Food Service Committee**

The Food Service Committee is selected by the Director of Residence Life & Housing upon a recommendation by the Residence Hall Association President. RHA may appoint up to six members (one from each residential area) to serve on the Food Service Committee. Hall Directors are also responsible for appointing one staff member and one student from each of their respective living areas.

# Residential Services

# Area/Service Desks

Each building is equipped with a service desk to assist residents assigned to that particular area. Most desk operations follow guest visitation hours. In addition, a centralized 24-hour desk operation is run out of the Market Street Learning Commons in Legacy Hall.

Student Assistants working at each of the service desks are trained to help students contact the staff member on-call, obtain general university information, request maintenance repair assistance, and a variety of other services.

#### Residential Common Areas

When space is available, residents of a given area may reserve community areas for private use, group meetings, discussions, etc. For information about reserving community areas, see your Hall Director or yourResident Assistant.

**Kitchens:** Full service kitchens are available for resident students use in Killingsworth, Legacy, and McCullough-Trigg Halls. Students are responsible for providing their own cooking utensils and for cleaning the kitchens after use. Microwave ovens are provided in each kitchen.

**Study Rooms:** Study rooms are available for resident students use on the third (3rd) floor of and each floor in McCullough-Trigg, Legacy, and Killingsworth. Study rooms are also available in Sundance Court. A computer lab is also available in Sundance Court. The Community Learning Center located in Legacy Commons is also available to all residents and is equipped with a computer lab.

**The Viola Grady Memorial Chapel:** The Viola Grady Memorial Chapel, located on the sixth floor of Killingsworth Hall, is open for individual meditation and scheduled devotional. Students and/or student groups who wish to reserve the Chapel should contact the Office of Housing at extension 4217.

**Courtyard Area:** Patio recreation areas are available between Killingsworth Hall and Pierce Hall as well as between Legacy and McCullough-Trigg. Due to the close proximity of this space to resident rooms, please keep noise levels at a respectable level.

#### **Bulletin Boards & Public Notices**

Please take time to read bulletin boards daily. Notices of importance and interest to students will be posted in these locations throughout the residence halls. All notices placed on bulletin boards must be approved and posted through the Office of Residence Life & Housing.

#### Storage Areas

Storage areas are provided on a limited basis for residents' use under the following conditions:

- 1. Items must be packaged for mailing with the owner's name, campus address, and home address on each item.
  - a. Tires, TVs, furniture, etc. will not be stored unless they are boxed/packaged for shipping as noted above.
  - b. Batteries, toxic chemicals, combustibles or any other hazardous items/material may not be placed in storage.
- 2. Items will not be stored for more than two consecutive semesters, with the summer terms counted as one semester.
- 3. All items, with the exception of suitcases and trunks, must be removed from storage during the academic year.
- 4. The University reserves the right to dispose of any items not properly packaged and tagged, as well as items left for longer than two consecutive semesters.
- 5. The university is not responsible for items placed in storage and does not assume responsibility for the security of such items. Contact the Office of Residence Life & Housing to obtain a storage agreement and/or further information on storage.
- 6. Any student placing items in storage must have a storage agreement on file through the Office of Residence Life & Housing.

# **Dining Services**

A wide variety of dining options are available to students at Midwestern State University. Students, members of the university community, and guests are welcome to use any of the dining facilities on campus. Rates and regular service hours are posted outside of each dining location.

Students living in the residence halls (Killingsworth, McCullough-Trigg, & Legacy Halls) are required to select one of the three meal plans listed below. These include:

- Platinum All-Access with \$100 Flex Dollars
- Gold 200 with \$100 Flex Dollars
- Silver 150 with \$100 Flex Dollars

Students may add additional Flex Dollars in \$100 increments, up to \$500.

Students living in apartments with private kitchens are not required to have a meal plan. Apartment residents are eligible to purchase any of the above plans or may wish to purchase the Bronze 75 with \$100 Flex Dollars. More information about these plans can be found at <a href="https://www.dineoncampus.com/midwesternstate">www.dineoncampus.com/midwesternstate</a>.

Meal plans are encoded on each student's university ID. Students using a meal plan are required to present this card to access all-you-care-to-eat dining facility (Mesquite Dining Hall). Basic food service policies include:

- 1. A meal week is defined as breakfast Friday through dinner Thursday.
- 2. Only the registered owner of the meal card may use the card for meal privileges. A current MSU ID card is required to access the all-you-care-to-eat dining location.
- 3. Food and beverages may not be removed from all-you-care-to-eat dining facilities unless contained in an approved reusable to-go container ("green box").
- 4. Each student is responsible for his/her I.D. card.
- 5. An ID used for dining by someone other than its owner may be confiscated by the dining staff.
- 6. Students assigned to a Platinum All-Access plan may not use swipes for guests; students with a Platinum All-Access plan may use Flex Dollars for guests.
- 7. Any person using an unauthorized ID for dining will be charged the cost of the meal and may be subject to disciplinary action and/or criminal charges.
- 8. Any student allowing their meal card to be used by someone else will be subject to disciplinary action.
- 9. Personal dishes and/or glassware may not be brought into the cafeteria.
- 10. It is expected that students act appropriately and maturely, bus their own dishes and respect the rights of others using the dining hall.
- 11. If a student is sick during scheduled meal times, sick trays may be arranged by contacting the Residence Hall Office to obtain a permission notice. Permission notices must be presented to the Food Service staff and be accompanied by the student's ID card.
- 12. Students with work or class schedules restricting their use of the dining hall during normal serving hours should contact the Director of Dining (extension 4203) in advance to make alternate arrangements.

# **Cable Television**

All residence hall rooms are provided with digital cable connections. Residents must bring their own television and any cables necessary to connect. To make sure your television will receive digital channels, consult your owner's manual. Complete information about the cable television service can be found at <a href="https://msutexas.edu/housing/">https://msutexas.edu/housing/</a>.

# Internet

Midwestern State University's Residential Network provider is Apogee. Apogee brings direct Ethernet and wireless connectivity to the residence halls on campus. Students may link up to five devices to their account. Students may also upgrade service for an added semester fee, allowing increased bandwidth and five additional devices registered on the network. Information about creating or upgrading an account is available at <a href="https://msutexas.edu/housing/">https://msutexas.edu/housing/</a>.

# Laundry

Each residential area includes washers and dryers for resident convenience. Students may also download the laundry app for smart phones to identify laundry units available at any given time (detailed information is posted in each laundry room). Cash and coins are not needed to operate washers and dryers on campus, as the cost of laundry is included with each student's room rate. However, students are responsible for furnishing their own laundry supplies.

Students who notice a broken machine should report these to a staff member as soon as possible so appropriate maintenance can be performed.

# **Lock-Outs**

If the occasion arises where a student is locked out of their room, contact a staff member or your front desk for assistance. Following the third lock out, students will be assessed a \$10 fee to their housing account. Subsequent lock out fees increase by \$5 for each lock out.

# **Maintenance Requests/Work Orders**

General maintenance requests for residence halls and apartments can be submitted from your computer. Examples of general maintenance problems include leaky faucets, inoperable lamps, problems with room temperature, broken windows, damaged blinds, etc. The work order system is available at <a href="https://hmsweb.msutexas.edu/WebPatron/Login.asp?TargetPage=SubmitWorkOrder.asp?">https://hmsweb.msutexas.edu/WebPatron/Login.asp?TargetPage=SubmitWorkOrder.asp?</a>.

In the event of an emergency repair (i.e. overflowing sink or toilet, power issues, etc.), students should contact the Office of Residence Life & Housing at extension x4217 during normal university business hours. Students with emergency maintenance requests outside of these hours should contact the Legacy Commons at 940-397-6600.

# **Pest Control**

All University Housing facilities are sprayed for pests at least four times each year. Spraying ordinarily occurs during break periods so as to inconvenience as few residents as possible. Students will be notified of pest treatment at least two days in advance of spraying. Specific instructions regarding room/apartment preparation will be included and must be followed. All residents and visitors are required to be out of the facility during the treatment time. Students who fail to comply with room/apartment preparation instructions, or who fail to vacate the facility during treatment, are subject to fines (\$25.00 minimum) and disciplinary action. The treatment of individual rooms will be done upon the request of the residents. Such requests must be submitted using the online maintenance request form at https://hmsweb.msutexas.edu/WebPatron/Login.asp?TargetPage=SubmitWorkOrder.asp?.

# **Programming**

Social, recreational, cultural, diversity, community service, and educational programs planned and implemented by RAs and Hall Directors are offered to address the interests and needs of students. Students are encouraged to attend these programs, as they exist to improve the quality of life in the residence hall communities.

# **Telephone Services**

Lobby Phones: Lobby and lounge phones are for campus calls only.

# **University Police Phone Numbers:**

- From an on-campus phone, dial the last four digits of the extension (x4239).
- From an off-campus or cell phone, dial 940-397-4239.

# TV & Study Lounges

Television and study lounges are available in each residential area for student use. In addition, the first floor of Legacy Hall features an enhanced common area and is accessible to all students living on campus. Students can enjoy large study areas, a computer lab, multipurpose room, access to mail services, and a grab-and-go market in this area.

# **Vending Machines**

With the exception of Legacy Hall, vending machines are located throughout each residential area. Consult your hall staff for the location of the nearest vending machine. The Market Street Learning Commons in Legacy Hall features a graband-go convenience market where snacks and beverages may be purchased using your flex dollars.

# **University Services**

# **Counseling Services**

Personal, academic, psychological, career, and group counseling are available to students free of charge at the Counseling Center. The Counseling Center staff also conducts psychological and career testing, preliminary learning disabilities screening, and referrals.

Students may contact the Counseling Center directly at 397-4618, or visit the Counseling Center located at the corner of Hampstead and Louis J. Rodriguez Drive. Hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. All services are conducted by professional counselors and are private and confidential. Appointments are highly recommended to provide each student adequate time to meet with a counselor. If crisis intervention is required after hours or on weekends, the Helen Farabee Center, 322-1196, provides emergency assessment and referral.

# Mail & Shipping Services

As a part of each student's room fee, students living on campus are provided a postal box. Students living in Killingsworth, McCullough-Trigg, and Legacy, are assigned a box in the Legacy Hall Commons. Students living in Sundance and Sunwatcher are assigned a box within the residential complex.

Students are expected to check their mail daily, as official University correspondence is distributed to resident students through the University Post office. Failure to do so may result in students failing to receive important information in a timely manner.

When providing your MSU address, the following format must be followed:

# Killingsworth, McCullough-Trigg, and Legacy Hall:

STUDENT'S NAME 3705 Louis J. Rodriguez Dr., (BOX NUMBER) Wichita Falls, TX 76308-2099

Sunwatcher Village STUDENT'S NAME 3704 Louis J. Rodriguez Drive, (APT NUMBER) Wichita Falls, TX 76308 Sundance Court
STUDENT'S NAME
3990 Louis J. Rodriguez Dr., (APT NUMBER)
Wichita Falls, TX 76308

#### Other tips:

• On line two only use the number of your box – do not use the number sign (#), nor the initials "P.O." nor the words "Post Box" or "Box."

Most services available at the main Post Office are also available at the University Post Office. These services include:

- Receipt and dispatch of mail Monday through Friday
- Package lockers
- Postage and Postage Stamps
- First Class/Priority mail, third class mail, fourth class mail, library rate mail, certified mail, registered mail, insured mail, special delivery mail, express mail, foreign mailings, money orders, and campus mail.

The University Post Office window is open from 8:00 a.m. to 4:30 p.m. Monday through Friday. When postal holidays fall on a regular school day, the University Post Office will remain open and in full operation except money orders will not be sold.

# **Parking**

The Office of Residence Life & Housing is not responsible for the regulation of on-campus parking. For more information on parking, contact University Police at 397-4239 or visit the office located at the corner of Hampstead and Louis J. Rodriguez Drive.

# Vinson Health Center/Student Insurance

Vinson Health Center is open from 7:45 a.m. until 4:45 p.m. Monday through Friday in fall and spring semesters. The Health Center is open reduced hours Monday through Friday during summer sessions. Call 397-4231 to schedule an appointment to see the physician.

Health services are available for enrolled students only while classes are in session. Midwestern State University offers an optional student insurance plan tailor-made to meet the needs of its students. This hospitalization policy covers participants on campus, during vacation and at home for a full 12-month period.

Application forms and information pertaining to this plan are available at the Vinson Health Center, 397-4231. All international students are required to purchase group hospitalization insurance and repatriation insurance provided to eligible MSU students. Proof of this insurance or equal coverage must be presented to the designated University official.

In case of a life-threatening emergency, residential students should immediately call 911 and then notify theresidence hall office or a member of the Residence Life & Housing staff.

# Safety & Security

# **University Police**

Midwestern State University has police officers on 24-hour duty. When on campus, immediately report any crime you may witness or be a victim of to the MSU Police Department at 397-4239.

# Missing Persons Protocol

Missing Person Contact Information is collected in the event University officials receive a report that a student residing in on-campus housing may be missing. Under section 485(j) of the Higher Education Act (HEA), every student residing in an on-campus housing facility shall have the opportunity to identify a confidential contact person or persons whom the institution shall notify if the student is determined missing by the Midwestern State University Police Department or a local law enforcement agency.

Missing Persons Emergency Contact information is registered confidentially and only accessed by authorized Residence Life staff and campus law enforcement for the purpose of disclosure during a missing person investigation. Should a student decline to list a separate name, the person listed as the emergency contact will be notified in the event the student is reported missing.

When applying for housing, students will have the option to identify an individual to be notified by University Police if the student is determined to be missing. Midwestern State University will also notify the appropriate law enforcement agency not later than 24 hours after the student has been determined to be missing. In addition, for a student under 18 years of age who is not an emancipated individual, Midwestern State University is also required to notify the custodial parent or legal guardian if the student is determined to be missing. The contact information will be kept confidential and will be disclosed only to authorized campus officials and law enforcement in furtherance of a missing person investigation.

Students may change their missing person contact information by emailing housing@msutexas.edu.

#### **Evacuation Procedures**

It is essential for each student to know what to do if and when an evacuation of the hall is necessary. University Housing conducts emergency evacuation drills each semester.

The procedure for evacuation is:

- 1. Killingsworth Hall: All students on the south side of the residence hall (near the Fine Arts building) use the south stairs at the back (west end) of the building. All students on the north side of the hall should use the north stairs at the back (west end) of the building. The center stairs can also be used.
- 2. McCullough-Trigg Hall: All students use the stairwells at the end of the hallways (do not use center stairwell for fire evacuation).
- 3. Legacy Hall: All students use the stairwells at the end of their respective wing. Courtyards and building walkways are to be kept clear.
- 4. When evacuating the building, remain calm, walk (do not run), and keep to the right side of the stairwell (Emergency personnel may be using the same stairwell to enter the building).
- 5. All residents from Killingsworth, Legacy and McCullough-Trigg Halls are to congregate in the SunwatcherPlaza on the Promenade next to the Clark Student Center and await further instructions from university personnel.
- 6. Students should not reenter University Housing until instructed to do so by Fire Department personnel, Campus Police, or the Hall Director.
- 7. Sunwatcher residents should proceed to the Legacy Courtyard or Market Street Learning Commons across the street.
- 8. Sundance Court residents should evacuate to the commuter parking lot next to the Burns Chapel (across from Fain Fine Arts and the softball field).

# **Sheltering In Place for Emergencies**

When emergency conditions do not warrant or allow evacuation, the safest method to protect individuals may be to take shelter inside a campus building or room and await further instructions. If asked to shelter in place, quickly:

- Move indoors or remain inside. Avoid windows and areas with glass.
- If available, take a radio or phone to track emergency status.
- Keep phone lines free for emergency responders. Do not call 9-911 for information.
- If hazardous materials are involved:
  - o Turn off the ventilation system (if accessible) and close or seal all air inlets and cracks from the outside.
  - o Select rooms(s) which are easy to seal and, if possible, have a water supply and access to restrooms.
  - o If you smell gas or vapor, hold a wet cloth loosely over your nose and mouth, breathing through it normally.

# Fire Safety Equipment

The fire safety equipment installed in University Housing must not be tampered with or used for any reason other than a genuine emergency. Any act of arson, falsely reporting a fire or other emergency, falsely setting off a fire alarm, tampering with or removing fire extinguishers, hoses, smoke detectors, or any other emergency equipment from their proper location, except when done with real need for such equipment, is a hazard to all students living on campus. Individuals found to be responsible for tampering with any fire safety equipment will be subject to disciplinary action that may include expulsion from University Housing and/or the University.

# Fire Safety Report

The University Police Department publishes an Annual Security Report. This report includes all fire statistics, emergency response and evacuation procedures and all policies regarding fire drills and alarms. If interested in this material, please see the Office of Residence Life & Housing or the University Police Department web site.

# Tornado and Severe Weather Information

Each resident should become familiar with the safety rules provided by the Texas Department of Public Safety regarding incidents of severe weather. Note that a severe weather watch means conditions are favorable for a particular weather event. Meanwhile, a warning indicates this type of weather has been observed in the immediate area. In the event of a tornado warning of such nature that the Wichita Falls City-Wide Warning System is sounded, the areas designated below are to be utilized by residents:

#### Killingsworth Hall

Residents on the 1st, 2nd, & 3rd Floors: Go to hallways on first floorResidents on 4th, 5th & 6th Floors: go to hallways on 2nd Floor

#### McCullough-Trigg Hall

Residents on 1st & 2nd Floors: Go to bathroom within your roomResidents on 3-6: Go to hallways on 2nd floor Avoid lobby areas on each floor

# Legacy Hall

Residents on the 2<sup>nd</sup> floor: Seek shelter in bathrooms located in the center of the floor

Residents on 3-5: Seek shelter in the residential hallways on the 2<sup>nd</sup> floor and office spaces on the first floorAvoid lounge and lobby areas on each floor

# Sunwatcher Village & Sundance Court

Residents on 1st floor: Interior hall, closet, or bathroom away from window

Residents on 2nd & 3rd floors: With a friend on ground floor, in an interior hall, closet or bathroom away from windows

<sup>\*\*</sup>Sundance Court & Legacy residents should avoid lobby areas

In all situations where sheltering is necessary, students must stay away from windows. Failure to comply with staff during a fire evacuation or city-wide weather warning will result in disciplinary action.

# **Building Access**

- 1. Building Access & Privacy
  - a. As Residence Life & Housing does not enforce a curfew, residential students have access to their assigned residential living area 24 hours a day, seven days a week during contracted dates of occupancy.
  - b. To maintain privacy standards, residence hall offices will not provide student information such as room and/or telephone numbers.

# 2. Lock and Key Policy

- a. Keys Issued to Students Each student is issued a key to his/her room/apartment at the time he/she checks into University Housing. Students assigned to the residence halls and Sundance Court will be able to use their campus ID card to enter their respective building. Keys and campus ID cards issued to a student must not be given to any other individual.
- b. Lost Keys If a student loses his/her key(s) he/she is to immediately inform the Hall Office or Resident Assistant. Depending on the circumstances, the locks can/will be changed immediately. The fee for a lock change is \$90.00 per lock.
- c. Lost and Damaged Key Cards a lost key card jeopardizes the safety and security of the building's residents and must be reported to Campus Card Services (located in the Clark Student Center) immediately. Damaged key cards should be turned into the University One-Card office so that a replacement card can be issued. A student may be charged if the card damage occurred through abuse.
- 3. It is a violation of University policy for any person or group to obstruct, prevent, or interfere with the free and unobstructed use of any building entrance/exit. Persons who fail or refuse to promptly move or disperse when requested to do so by a University official are subject to disciplinary action.

#### Theft

Students should never leave rooms unlocked. The university discourages students from keeping cash and other valuables in plain view within their room. Remember to lock your door when you are not in your room.

Students are also encouraged to engrave their Driver's License number on their valuables, if possible. Electric engravers are available at the Midwestern State University Police Department. There is no charge for this service. Thefts should be reported immediately to the Hall Director, the Office of Residence Life & Housing, and University Police. Any student caught stealing, or discovered in possession of stolen articles will face disciplinary action. Criminal prosecution may also result from such involvement.

# Property/Renters Insurance

Although steps are taken to maintain all university facilities and ground and to provide adequate security, Midwestern State University is not liable for the loss or damage to personal property caused by acts of nature, fire, water, smoke, utility, or equipment malfunctions, or caused by the conduct of any resident or their guest(s). Therefore, residents are strongly encouraged to carry a personal property or renter's insurance policy for their belongings while living on campus.

In some cases, a parent or guardian's homeowner's insurance will cover loss or damage to personal belongings on campus. However, you should review policies carefully for any coverage limitations and/or applicable deductibles.

# Campus Residency & Food Service Policies

# **Campus Residency Policy**

The residence life policy is based on the knowledge that living in university housing can provide both educational and social opportunities important to the success of college students. All students enrolling at Midwestern State University are required to live in university housing unless they:

- 1. Are living in the home of their parents or legal guardian within 60 miles of the campus and commuting to class.
- 2. Are married and living with their spouse.
- 3. Have accumulated 45 semester hours of college academic credit as a post-high school student prior to the first day of classes for the housing agreement period. Hours achieved while in high school are not counted (e.g. concurrent or dual credit).
- 4. Have reached the age of 21 prior to the first day of classes for the housing agreement period.
- 5. Are part-time students enrolled in 11 hours or less for the fall or spring semester.
- 6. Are enrolled exclusively in an online distance education program.

Advance Notice: The number of semester credit hours per #3 above will increase from 45 to 60 for the 2024-2025 academic year.

Exemption requests will not be taken after June 1<sup>st</sup> for the following Fall semester and after January 1<sup>st</sup> for the Spring semester. Students enrolled in courses and required to reside on campus per the residency policy but not signed up for campus housing may be assessed the semi-private semester room rate for Killingsworth Hall.

# **Food Service Policy**

All students living in MSU residence halls (Killingsworth, McCullough-Trigg, & Legacy Halls) during the fall and spring semesters are required to take a meal plan. Three meal plans (Platinum All Access, Gold 200, Silver 150) are available for students residing in the residence halls. Each meal plan includes a minimum of \$100 flex (declining balance) dollars that may be used at any dining facility on campus. Students may add additional flex dollars to their accounts.

An optional Bronze 75 plan with \$100 in flex dollars is available for apartment residents and commuter students. Meal plans are optional during the summer term.

# **Exemption Requests**

In unusual circumstances, the Director of Residence Life & Housing may grant exceptions to the residency and food service policy. All requests must be made in writing and be accompanied by appropriate documentation. During the time an exception is being reviewed, the student will remain on their chosen meal plan and/or obligated to uphold the terms of the Housing Reservation Commitment and Guidelines. Forms are available in the Office of Residence Life & Housing and must be submitted by the following dates:

Fall Semester: June 1<sup>st</sup> Spring Semester: January 1<sup>st</sup>

# Housing Reservation Commitment and Agreement Guidelines

This agreement is between the individual resident and Midwestern State University. When completed and submitted to the Office of Residence Life & Housing, it becomes a binding agreement between the resident, his/her parent or guardian (if the resident is under 18 years of age), and the university. Completion of the agreement is for a space in the University Housing system only and does not guarantee assignment to a particular room or residence hall. This agreement is binding for the full academic year, provided the resident is enrolled at MSU.

Residents requesting or required to live in University Housing must complete and sign a Housing Reservation Commitment and Agreement and pay a \$250.00 advance payment. The following guidelines apply to all residents in University Housing.

- 1. **Contract Agreement**: Midwestern State University, acting through University Housing, agrees to provide a space in the university housing system to the Resident. The Resident agrees to be enrolled at Midwestern State University and to the terms of this contract.
  - The Reservation Commitment and Agreement is for a space in any University residence hall, apartment, or other facility the University may acquire, lease or otherwise make available for resident housing after the execution of the agreement. The University reserves the right, at any time and for any reason, in its sole discretion, to change or cancel any room assignment.
- 2. **Eligibility**: Priority for living in University Housing is given to full-time (12 or more semester hours) undergraduate residents registered for classes at the University. With permission from the Director of Residence Life & Housing, part-time and graduate students may be assigned housing if space is available.
  - a. A resident who ceases to be a full-time student and remains enrolled on a part-time basis must seek permission from the Director of Residence Life & Housing if they wish to remain in University Housing.
  - b. If a resident academically withdraws from the University, the individual is no longer authorized to live in University Housing and must properly check-out within 24 hours.
- 3. **University Residency Policy**: The campus residency policy is based on the knowledge that living in University Housing can provide both educational and social opportunities important to the success of college students. All students enrolling at Midwestern State University are required to live in university housing unless they:
  - a. Are living in the home of their parents or legal guardian within 60 miles of the campus and commuting to class;
  - b. Are married and living with their spouse;
  - c. Have accumulated 45 semester hours of college academic credit as a post-high school resident prior to the first day of classes for the housing agreement period. Hours achieved while in high school are not counted (e.g. concurrent or dual credit);
  - d. Have reached the age of 21 prior to the first day of classes for the housing agreement period;
  - e. Are part-time residents enrolled in 11 hours or less for the fall or spring semester.

A student enrolled in courses and required to reside on campus per the Residency Policy but who does not sign up for campus housing will be assessed the semi-private semester room rate for Killingsworth Hall.

- 4. **Criminal Background Check**: In accordance with Texas Senate Bill 146, signed into law in June 2013, University Housing retains the right to perform criminal history/background checks on prospective and current residents who apply to reside in University Housing. Midwestern State University may obtain these records from the Department of Public Safety in an effort to ensure the safety and security of residents residing in University Housing. Should a criminal history/background check for a resident who has applied to reside in University Housing reveal a criminal history of a violent or felony nature, University Housing may reject the resident's housing application.
- 5. **Transferability**: The Housing Agreement is with the Resident and may not be transferred or assigned by any party other than by University Housing.

- 6. **Occupancy Period**: The occupancy period begins on the first official day of fall move-in and ends 24 hours after the resident's last final exam. The contract terms apply to either the full occupancy period (fall and spring semesters), or if entered into after the start of the academic year, to the balance of the occupancy period beginning on the Resident's move-in day. Contracts for graduating seniors shall end at 6 p.m. on graduation day. Housing agreements for summer terms are separate.
- 7. **Break Periods**: All residence halls and university apartments are open during the Thanksgiving and Spring Break periods at no additional charge; however, residents must register for permission to have access to their place of residence during these periods. During the break periods between academic semesters, residence halls are considered closed. The Resident living in a residence hall who wishes to stay during break periods between academic semesters may submit a "break housing" request, which will be accommodated on an as-available basis. An additional, per-day, charge is assessed for residence halls (university apartments will remain open at no charge).
- 8. **Meal Plan**: The Resident who resides in university residence halls is required to purchase a full residential dining plan (commuter plans are not acceptable). The Resident who resides in a university apartment may choose either a full or commuter plan, but is not obligated to make a dining plan purchase due to availability of a kitchen in each apartment unit.
- 9. **Housing Reservation/Advance Payment**: The Resident must submit a \$250.00 advance payment when the Housing Reservation Commitment is submitted. The advance payment is applied to the first semester of housing charges.
- 10. Payment of Fees: In accordance with the Student Financial Responsibility policy outlined by the University Business Office, the Resident agrees to pay housing and dining rates established by the Midwestern State University Board of Regents. Room and board payments must be made to the University Business Office within the deadlines for full or installment payment schedules published online prior to the beginning of each semester. Failure to meet payment deadlines may result in a hold being placed on the Resident's records, potentially preventing the Resident from registering or obtaining an official academic transcript.

#### 11. Assignment Information:

- a. The University assigns roommates without regard to race, color, national origin, age, religion, disability, veterans' status, sexual orientation, gender identity or expression.
- b. Assignment to a specific building, type of housing, room/apartment capacity, or specific roommate is not guaranteed.
- c. The University reserves the right to make housing assignments and to require assignment changes when considered advisable or necessary by the University.
- d. Residents in partially occupied units may be consolidated with another resident within the assigned facility or a different housing facility.
- e. Residents assigned to a multi-occupancy room or apartment unit agree to accept other roommates to fill vacancies within the room or unit; University Housing is not required to give notice prior to assigning vacant spaces.
- f. Specific roommate requests are accommodated as space permits. Roommate requests must be mutual and include each resident's respective M-Number.
- 12. **Accommodations**: Residents with housing reservation commitments may request consideration for accommodations. The Resident will be required to work through the Office for Disability Support Services and provide any necessary documentation.

# 13. Resident Responsibility:

a. Use of Space: The space is to only be occupied by the Resident to whom the space is assigned. The Resident may not sublet or have long-term guests. Assigned units are for student residence purposes only. The Resident may not operate any "for profit or personal gain" enterprise from any part of University housing, including but not limited to, web-based or e-commerce businesses.

- b. Alterations and Damages: The Resident shall use reasonable diligence in care of the assigned unit, its furnishings and in the facility's common areas. The Resident may not make alterations to University property without the specific written consent of the Director of Residence Life & Housing or designee. The Resident agrees to pay for damage caused to University property as a result of negligence, carelessness, accident or abuse. Payment is due upon demand. If the identity of the person responsible for damages cannot be determined after investigation, the Director of Residence Life & Housing or designee may prorate the cost to repair the damages and administrative fees among all or any portion of the residents, as is deemed fair.
- c. Rules and Regulations: The Resident shall comply with all rules and regulations of the University and University Housing. The rules and regulations published online by University Housing and the Office of the Dean of Students are hereby incorporated into this agreement.
- 14. **Damage to Persons or Property**: University Housing is not liable to the Resident for personal injury, death or property damage arising from but not limited to, personal injury, death or property damage caused by other persons, theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities, or other natural phenomena. The Resident is strongly recommended to secure insurance, at their own expense, to protect against loss from any of the above-mentioned occurrences.
- 15. **Authorized Entry**: The Resident must permit any authorized agent of the University to enter the assigned unit for the purpose of inspection and maintenance, and, if determined necessary, for the purpose of enforcing reasonable rules and regulations insuring the safety, welfare and comfort of all residents and the University.
  - Under fair and reasonable circumstances, it may be necessary for University staff members to enter a Resident's unit for the purpose of a search based on reasonable suspicion of violation of University policy, concerns about safety of the residents or guests, or situations that may cause harm to others. Ordinarily, the Resident will be advised in advance of a search and will be asked to be present during a search. However, prior notice is not required and a Resident's absence will not prevent a search from being conducted. The Director of Residence Life & Housing or their designee together with at least one other University Housing staff member, constitute a search group. Personal refrigerator(s) are subject to search by members of the University Housing staff.
- 16. **Response to Official Information Requests and Summons**: The University and University Housing will occasionally send out important information pertaining to residents including but not limited to notices of administrative disposition, housing assignments and reapplication materials, requests for information, etc. All residents are expected to check their provided email address daily to respond to such requests.
- 17. **Termination**: The University reserves the right to terminate this agreement for violation of the terms and conditions stated herein or for any other reason that the University, in its sole discretion, deems to be good cause. If the University terminates this contract, the University and University Housing shall refund prepaid funds to the resident pro rata, minus administrative, conduct and other fees as determined, unless a University conduct process removes the Resident from the facility. In that case, the Resident will receive no refund.
- 18. **Cancellation**: This agreement is binding for the full academic year, provided the resident is enrolled at MSU. Should there be a change in the Resident's plans to enroll at Midwestern State University, written notice of cancellation must be received by the Office of Residence Life & Housing on or before the following deadlines in order to receive a refund of the \$250 advance payment.

# June 1—Fall Semester January 1—Spring Semester

Written cancellation requests may be received in person, by mail, via email, or by fax to the Office of Residence Life & Housing. Residents should include their name, Mustang ID number, reason for cancelling, and the term being cancelled. Cancellation requests based on housing policy exemption parameters must be accompanied by the appropriate documentation. Notification submitted to departments other than the Office of Residence Life &

Housing does not comply with this requirement; and thus requested action cannot be assured.

A Resident who fails to enroll or officially withdraws and then enrolls or re-enrolls in classes during the same academic year will have the housing contract reactivated and charges added to the university resident billing account.

#### a. Cancellation Refunds & Penalties:

If a student has reserved a room for either the fall or spring semester and is granted exemption from the housing agreement for a non-academic reason, the following cancellation charges will apply. Any student who lives in campus housing during the fall is considered a returning student for the spring semester.

Date	New Student	Returning Student
Before June 1 (Fall)/	0% room charges + \$250 advance	0% room charges (Fall)
Before January 1 (Spring)	payment refunded	\$500 cancellation fee (Spring)
June 1—July 31 (Fall)/	Forfeit advance payment	\$250 cancellation fee (Fall)
January 1—Prior to move-in day (Spring)		\$500 cancellation fee (Spring)
August 1—Prior to move-in day (Fall)	Forfeit advance payment	\$500 cancellation fee
Move-in—Start of 2nd week of class	25% room charges	25% room charges
(Fall & Spring)		
Start of 3rd week of class	50% room charges	50% room charges
(Fall & Spring)		
Start of 4th week of class	75% room charges	75% room charges
(Fall & Spring)		
After 4th week of class	100% room charges	100% room charges
(Fall & Spring)		

- If a resident leaves the University for an academically-approved reason and notifies the Office of Residence Life & Housing in writing prior to the Spring & Fall cancellation deadlines, the student's housing obligation ceases in accordance with the refund schedule above and the terms outlined in the Housing Reservation & Commitment Agreement.
- 2. This agreement is binding for the full academic year. Therefore, if a resident leaves University Housing mid-year and is not granted exemption based on an academically-approved reason (e.g. graduation, clinical rotations, student teaching), the student is subject to a \$500 cancellation penalty.
- 3. Students removed from University Housing for disciplinary reasons are responsible for any monies still owed, including those from the Housing Reservation & Commitment Agreement they have signed.
- 4. A refund for meals (if applicable) will be made only for the unused portion of the meal plan beginning the Friday after the Resident moves out of housing.

# b. For Returning Students

- Students living on campus during the spring semester who intend to return to university housing the following fall semester must complete the fall room selection/assignment process and fulfill one of the following obligations:
  - i. Register for fall courses before July 1
  - ii. Notify University Housing in writing prior to July 1 of their intent to late register for fall courses; residents who do not comply with these guidelines may forfeit their fall room assignment, their advance payment, and face cancellation penalties in accordance with the guidelines set forth in this agreement.
- c. For all Students After Beginning of Occupancy Period:

- 1. Once the occupancy period begins (see Section 6) for the Resident, requests for cancellation of the contract will only be considered if the Resident withdraws, graduates, becomes legally married, or is participating in a clinical rotation, resident teaching, internship, or study abroad experience outside of the Wichita Falls area.
- 2. The Resident who falls into one of these categories and fails to submit a request for cancellation prior to January 1 may accrue prorated charges for the spring semester, depending upon the check-out date.
- 19. **Final Disclosure**: By accepting this contract, I agree that I have read and understand the terms and conditions of the Midwestern State University Housing Reservation and Commitment Guidelines, the Midwestern State University Student Code of Conduct and University Housing policies and procedures.

# Housing Assignments

# **Room Change Policy**

- 1. Students may change rooms/apartments only with written permission from the Office of Residence Life & Housing. This includes changes of bed within a room/apartment.
- 2. Room changes may not take place during the first ten class days of the Fall and Spring semesters.
- 3. On the Monday of the second week of classes, room change request forms may be obtained via Mustangs Link. When approved, students are responsible for properly checking in and out of their respective rooms with a Resident Assistant in accordance with the check-in and checkout policies.
- 4. Student accounts will be adjusted to reflect the new room assignment.
- 5. Students who change rooms or bed assignments within a room without expressed written permission from the Office of Residence Life & Housing may be required to move back to their assigned space, and may be assessed improper check-out charges. Every effort will be made to honor room change requests; however, changes can only be approved as space is available.

# Meal Plan Change Policy

- 1. Students may request a meal plan change during the first two weeks of each semester.
- 2. To do so, students may obtain a "Meal Plan Change Request" form from the Office of Residence Life & Housing. The form should be completed and returned to the Office of Residence Life & Housing no later than noon Friday of the second full week of classes.
- 3. Changes submitted by the above deadline will go into effect on the Monday of the third full week of classes; student accounts will be adjusted accordingly at this time.
- 4. Following the second full week of classes no changes in meal plan selection will be approved for the current semester.

#### **Room Consolidation**

Room assignments are determined at the discretion of the University through the Office of Residence Life & Housing. When consolidating students, the university will provide students with the option to pay a private room fee to maintain occupancy in their assigned room. Any student who occupies a room without roommates and does not wish to upgrade to a private room may be consolidated. In the campus apartments, students who occupy an apartment unit without roommates maybe consolidated to make room for other students who wish to live together.

# **Private Room Requests**

- 1. A very limited number of rooms on campus have been designated as private rooms. Ordinarily, only upperclassstudents are assigned to private rooms.
- 2. Dependent upon housing occupancy, additional rooms may be designated as private rooms on a semester-tosemester basis.
- 3. The additional charge for a designated private room must be paid in full at the time of assignment to a private room.
- 4. The additional charge for a private room will be prorated if the private-room buyout option is made after the start of the semester.

# Temporary Residency & Unauthorized Residency

During periods when University Housing is officially open, temporary housing may be provided dependent upon available space and at the sole discretion of the Director of Residence Life & Housing. Temporary residents can make reservations through the Office of Residence Life & Housing. Temporary residents are expected to comply with all applicable policies, rules, and regulations governing student conduct as published in the current Residence Life & Housing Handbook and/or supplementary publications. Temporary residents should be checked out of the residence halls by 2:00 p.m. Failure to checkout by 2:00 p.m. may result in another night's charge. Individuals found living in University Housing without authorization to do so will be charged at the current temporary room rate.

# **Overflow Housing**

The University may contract with off-campus apartment complexes and/or motels to accommodate student-housing needs.

- 1. Overflow housing will only be available in the event that all other University Housing facilities are at maximum occupancy.
- 2. Students assigned to overflow housing will be relocated to campus as soon as space is available.
- 3. Housing staff will maintain presence and campus police will routinely make rounds at all off campus facilities that the university contracts with.
- 4. Students assigned to overflow housing are expected to abide by University Housing policies and procedures.

# **Temporary Absence from University Housing**

In the event a student must be away from their room/apartment for an extended period of time, please notify the Hall Director to ensure updated contact information is available in the event of an emergency impacting the students space or belongings. In some instances (e.g. military service, medical issues, etc.), it may be appropriate to adjust housing charges with appropriate documentation.

# **Abandoned Property**

Abandoned property is defined as items of significant value left when residents check out of their rooms. This property will be inventoried and stored. The University will make all reasonable efforts to inform the students they have left property in their room. If the student does not collect the abandoned property within 60 days of their checkout date, items become property of Midwestern State University and will be disposed of as deemed appropriate. Items left in rooms of little or no apparent value will be disposed of immediately following a resident's departure from a room.

#### **Room Rates**

Published room rates reflect the annual cost of living at MSU. Student billing will reflect a charge of 60% of the annual room cost billed in the fall semester with the remaining 40% billed during the spring semester. Students graduating or participating in an academically related activities (i.e. clinical rotations, student teaching, or study abroad) will receive a 10% refund of room charges at the conclusion of the fall semester.

Students receiving a federal Pell Grant are eligible to request a billing deferment by submitting a request through the Office of Residence Life & Housing. Approved students will be billed 50% of their room charges during the fall and spring semesters.

# Check-In & Check-Out Procedures

#### **Check-In Procedures**

Depending on the time of year, students will arrive at the designated check-in location to receive keys for their room. Prior to arrival, students must log into their housing portal to verify the accuracy of their emergency contact and missing persons information. After checking into the room, a Room Inventory Condition report must be submitted through the housing portal.

#### **Check-Out Procedures**

All students who wish to check out of University Housing must gain official written clearance from the Office of Residence Life & Housing. Official clearance must be obtained prior to all other checkout procedures. For checkout, the persons determining the condition of the room/apartment, furnishings and other items will be the student and a member of the Residence Life & Housing staff. The student must contact their Resident Assistant or another member of the Residence Life & Housing staff to schedule a checkout time at least 24 hours prior to checkout.

- 1. Prior to checking out with a staff member, all of their personal items and trash must be removed; the room/apartment must be cleaned (including floors).
- 2. The student will complete a checkout envelope at the Legacy Commons Desk. They will seal their issued keys inside the envelope and return it to the Legacy Commons Desk.
- 3. It is very important that this clearance is done thoroughly. The room/apartment condition will be checked at a later date by the Hall Director who has final discretionfor any charges assessed; it is assumed any discrepancy between check-in conditions as noted on the check-in form and the checkout condition of the room/apartment is the responsibility of the student.
- 4. Students who do not properly checkout of University Housing are subject to improper checkout charges of at least \$50.00.

A copy of common damage charges has been included in Appendix A of the Residence Life & Housing Handbook.

# **Ways to Reduce Checkout Charges**

- **Kitchen Range:** The range should be free of all grease, grime, and soap residue. The top, front, and sides (if the sides areaccessible without pulling out the range) should be cleaned with an all-purpose cleaner.
- **Cupboards/Cabinets:** Remove all personal items (including shelf paper) and clean inside and out with an all-purpose cleaner. Rinse with clear water to remove soap residue. Please use non-adhesive shelf paper, not contact paper, to line shelves.
- **Counter Top:** Clean with all-purpose cleaner and rinse with clear water to remove soap residue. Please do not use abrasive cleaners.
- **Sink:** Clean the sink using a general purpose cleaner or stainless steel cleaner if necessary. Do not drain grease down the garbage disposal or sink.
- Vent Cover and Range Hood: Clean and degrease using a general purpose cleaner or degreaser. Vent cover and rangehood should be free of grease and dust.
- Bathroom Sink, Tub, and Wall Tile: Clean with tub and tile cleaner, general purpose cleaner or mild abrasive cleaner if necessary. Sink, tub and tile should be free of all dirt, soap scum, rust, etc. Fixtures and pipes should be cleaned and polished.
- Toilet: Clean inside of bowl with toilet bowl cleaner and the outside with general purpose cleaner.
- **Medicine Cabinet:** Remove all personal items and clean cabinet with a general purpose cleaner. Clean the mirror with a glass cleaner.

- Furniture: Furniture should be free of all dirt, dust, etc. All drawers should be cleaned and free of personal items.
- **Tile Floors:** Tile floors should be clean and free of all dust, dirt, grime, etc. Clean with general purpose cleaner and rinse. It is not expected of the residents to wax the floors before vacating.
- Carpet: Vacuum thoroughly.
- Baseboards: Clean using a general purpose cleaner. Baseboards should be clean and free of all dust, dirt, grime, etc.
- Ceiling Fans: Clean, using a general purpose cleaner. All sides of the ceiling fan should be cleaned.
- Faucets: Vinegar will help to remove lime deposits. There are special cleaners available for this purpose in retail stores.
- Soap: All-purpose cleaners will streak less and reduce the amount of rinsing required.
- **Plumbing:** Always avoid pouring grease into any drain or disposal. Most clogged drains are a result of grease build up. Do not pour any chemical into any drain to unclog it. Such chemicals may cause considerable damage or injury. If you have difficulty with any plumbing item, please call the Office of Residence Life & Housing at 940-397-4217 or submit a maintenance request.

# **Room Damage Charges**

Residents are responsible for any costs the University incurs in returning a living space to its original condition. In the event of damage, missing furniture, or excessive trash, Residence Life & Housing incurs specific costs to ready rooms for the next occupant. Our goal in sharing this information is to encourage all residents to take care of their rooms and to vacate rooms in good condition to avoid damage charges.

Residence Life & Housing staff assess damages to student rooms using the ICE (Intentional, Careless, or Excessive) principle. Damages identified using the ICE principle are *intentional* damage or vandalism, damage caused by *careless* use, or *excessive* wear and tear.

Please keep in mind that move-out room inspections look for damages that are beyond normal wear and tear. Housing fees incorporate the cost of repair and upkeep for normal wear and tear from living in the space. Damage billing charges apply only to damages deemed intentional, careless, or excessive. A partial listing of damage charges has been included at the end of this handbook.

# **Community Area Charges**

Fees may also be assessed within each community for actions including, but not limited to, leaving bags of trash in the hallway or vandalism caused in common areas accessed by residents only. Common area damage remaining after final check-out will be divided and charged to each resident's account.

To avoid community charges, students with information about individuals who may be responsible damages are strongly encouraged to share information with their Resident Assistant or Hall Director. Reporting information will remain confidential.

# Student Financial Responsibility

# **Delinquent Room and Board Payment**

A student not making payments to the University for tuition, fees, or room and board by the due dates may be required to move out from University Housing. The University reserves the right to place a hold on a student's grades/records if the student is delinquent with his/her housing/meal payments. Additional measures may be taken to encourage a student to meet his/her financial obligation to the University.

# Statement of Financial Responsibility

Individuals assigned to university housing accept the following Midwestern State University Student Financial Responsibility Statement, as outlined by the Business Office:

#### Payment of Fees/Promise to Pay

I understand that when I register for any class at Midwestern State University or receive any service from Midwestern State University I accept full responsibility to pay all tuition, fees and other associated costs assessed as a result of my registration and/or receipt of services. I further understand and agree that my registration and acceptance of these terms constitutes a promissory note agreement (i.e., a financial obligation in the form of an educational loan as defined by the U.S. Bankruptcy Code at 11 U.S.C. §523(a)(8)) in which Midwestern State University is providing me educational services, deferring some or all of my payment obligation for those services, and I promise to pay for all assessed tuition, fees and other associated costs by the published or assigned due date.)

I understand and agree that if I drop or withdraw from some or all of the classes for which I register, I will be responsible for paying all or a portion of tuition and fees in accordance with the published tuition refund schedule at <a href="http://www.msutexas.edu/busoffice/wd-schedule">http://www.msutexas.edu/busoffice/wd-schedule</a>. I have read the terms and conditions of the published tuition refund schedule and understand those terms are incorporated herein by reference. I further understand that my failure to attend class or receive a bill does not absolve me of my financial responsibility as described above.

# **Method of Billing**

I understand that Midwestern State University uses electronic billing (e-bill) as its official billing method, and therefore I am responsible for viewing and paying my student account e-bill by the scheduled due date. I further understand that failure to review my e-bill does not constitute a valid reason for not paying my bill on time. E-bill information is available at <a href="https://www.msutexas.edu/onlinepayments">www.msutexas.edu/onlinepayments</a>.

# **Billing Errors**

I understand that administrative, clerical or technical billing errors do not absolve me of my financial responsibility to pay the correct amount of tuition, fees and other associated financial obligations assessed as a result of my registration at Midwestern State University.

# **Returned Payments/Failed Payment Agreements**

If a payment made to my student account is returned by the bank for any reason, I agree to repay the original amount of the payment plus a returned payment fee of \$30.00. I understand that multiple returned payments and/or failure to comply with the terms of any payment plan or agreement I sign with Midwestern State University may result in cancellation of my classes and/or suspension of my eligibility to register for future classes at Midwestern State University.

#### **Delinquent Account/Collection**

**Financial Hold:** I understand and agree that if I fail to pay my student account bill or any monies due and owing Midwestern State University by the scheduled due date, Midwestern State University will place a financial hold on my student account, preventing me from registering for future classes, requesting transcripts, or receiving my diploma.

Late Payment Charge: I understand and agree that if I fail to pay my student account bill or any monies due and owing Midwestern State University by the scheduled due date, Midwestern State University will assess late payment and/or finance charges at the rate of \$30 for each late payment.

Collection Agency Fees: I understand and accept that if I fail to pay my student account bill or any monies due and owing Midwestern State University by the scheduled due date, and fail to make acceptable payment arrangements to bring my account current, Midwestern State University may refer my delinquent account to a collection agency. I further understand that I am responsible for paying the collection agency fee which may be based on a percentage at a maximum of 35 percent of my delinquent account, together with all costs and expenses, including reasonable attorney's fees, necessary for the collection of my delinquent account. Finally, I understand that my delinquent account may be reported to one or more of the national credit bureaus.

#### Communication

**Method of Communication:** I understand and agree that Midwestern State University uses e-mail as an official method of communication with me, and that therefore I am responsible for reading the e-mails I receive from Midwestern State University on a timely basis.

Contact: I authorize Midwestern State University and its agents and contractors to contact me at my current and any future cellular phone number(s), email address(es) or wireless device(s) regarding my delinquent student account(s)/loan(s), any other debt I owe to Midwestern State University, or to receive general information from Midwestern State University. I authorize Midwestern State University and its agents and contractors to use automated telephone dialing equipment, artificial or pre-recorded voice or text messages, and personal calls and emails, in their efforts to contact me. Furthermore, I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to the Business Office or in writing to the applicable contractor or agent contacting me on behalf of Midwestern State University.

**Updating Contact Information:** I understand and agree that I am responsible for keeping Midwestern State University records up to date with my current physical addresses, email addresses, and phone numbers by following the procedure at <a href="https://msutexas.edu/registrar/forms/address-change.php">https://msutexas.edu/registrar/forms/address-change.php</a>. Upon leaving Midwestern State University for any reason, it is my responsibility to provide Midwestern State University with updated contact information for purposes of continued communication regarding any amounts that remain due and owing to Midwestern State University.

# **Financial Aid**

I understand that aid described as "estimated" on my Financial Aid Award does not represent actual or guaranteed payment, but is an estimate of the aid I may receive if I meet all requirements stipulated by that aid program.

I understand that my Financial Aid Award is contingent upon my continued enrollment and attendance in each class upon which my financial aid eligibility was calculated. If I drop any class before completion, I understand that my financial aid eligibility may decrease and some or all of the financial aid awarded to me may be revoked.

If some or all of my financial aid is revoked because I dropped or failed to attend class, I agree to repay all revoked aid that was disbursed to my account and resulted in a credit balance that was refunded to me.

I agree to allow financial aid I receive to pay any and all charges assessed to my account at Midwestern State University such as tuition, fees, campus housing and meal plans, student health insurance, parking permits, service fees, fines, bookstore charges, or any other amount, in accordance with the terms of the aid.

**Federal Aid:** I understand that any federal Title IV financial aid that I receive, except for Federal Work Study wages, will first be applied to any outstanding balance on my account for tuition, fees, room and board. Title IV

financial aid includes aid from the Pell Grant, Supplemental Educational Opportunity Grant (SEOG), Direct Loan, PLUS Loan, Perkins Loan, and TEACH Grant programs. I authorize Midwestern State University to apply my Title IV financial aid to other charges assessed to my student account such as student health insurance, parking permits, bookstore charges, service fees and fines, and any other education related charges. I further understand that this authorization will remain in effect until I rescind it and that I may withdraw it at any time by following the instructions at <a href="https://msutexas.edu/Assets/documents/student-life/dean/Release-of-Information-Form.pdf">https://msutexas.edu/Assets/documents/student-life/dean/Release-of-Information-Form.pdf</a>.

Prizes, Awards, Scholarships, Grants: I understand that all prizes, awards, scholarships and grants awarded to me by Midwestern State University will be credited to my student account and applied toward any outstanding balance. I further understand that my receipt of a prize, award, scholarship or grant is considered a financial resource according to federal Title IV financial aid regulations, and may therefore reduce my eligibility for other federal and/or state financial aid (i.e., loans, grants, Federal Work Study) which, if already disbursed to my student account, must be reversed and returned to the aid source.

#### Withdrawal

If I decide to completely withdraw from Midwestern State University, I will follow the instructions at <a href="https://catalog.msutexas.edu/content.php?catoid=7&navoid=211">https://catalog.msutexas.edu/content.php?catoid=7&navoid=211</a> which I understand and agree are incorporated herein by reference.

# **Privacy Rights & Responsibilities**

I understand that Midwestern State University is bound by the Family Educational Rights and Privacy Act (FERPA) which prohibits Midwestern State University from releasing any information from my education record without my written permission. Therefore, I understand that if I want Midwestern State University to share information from my education record with someone else, I must provide written permission by following the procedure outlined at <a href="https://msutexas.edu/human-resources/policy/4-general-university-policies/4.184-records.asp">https://msutexas.edu/human-resources/policy/4-general-university-policies/4.184-records.asp</a>. I further understand that I may revoke my permission at any time as instructed in the same procedure.

#### IRS Form 1098-T

I agree to provide my Social Security number (SSN) or taxpayer identification number (TIN) to Midwestern State University upon request as required by Internal Revenue Service (IRS) regulations for Form 1098-T reporting purposes. If I fail to provide my SSN or TIN to Midwestern State University, I agree to pay any and all IRS fines assessed as a result of my missing SSN/TIN.

I consent to receive my annual IRS Form 1098-T, Tuition Statement, electronically from Midwestern State University. I understand that if I do not consent to receive my Form 1098-T electronically, a paper copy will be provided.

# **Entire Agreement**

This agreement supersedes all prior understandings, representations, negotiations and correspondence between the student and Midwestern State University, constitutes the entire agreement between the parties with respect to the matters described, and shall not be modified or affected by any course of dealing or course of performance. This agreement may be modified by Midwestern State University if the modification is signed by me. Any modification is specifically limited to those policies and/or terms addressed in the modification.

# **Payment Plans**

Payment plans for Fall and Spring semesters are available through the University Business Office. Room charges for each summer term must be paid in full at the beginning of each term during registration. A student registering for both Summer I and Summer II must pay housing charges for both terms at the beginning of the first Summer Session.

# General Housing Policies

# Service, Therapy, or Comfort Animals

If the resident requires a service animal, registration with the Office of Disability Services must first be obtained. The Director of Residence Life & Housing will make the final determination for residents requesting a waiver to the "no-pets" policy so that they may have a therapy/comfort animal. Students approved for service, therapy, or comfort animals must sign an agreement detailing expectations for the care of the animal while in university housing.

Students with service/therapy/comfort animals are not automatically assigned to a private room in university housing. Students with service/therapy/comfort animals will be matched with potential roommates to whom contact has been made to prevent possible incompatibilities such as allergies or other concerns. If a private room is requested and approved, the standard private room rate will apply.

A specific exercise location for the service/therapy/comfort animal will be the responsibility of the student/handler contracted for university housing. Service/therapy/comfort animals may not be fed using food or scraps from any dining center. In addition to complying with ADA guidelines and with Residence Life & Housing policies, procedures, and community standards, residents with service/therapy/comfort animals must meet the following expectations:

- Animals must be on a leash, in a carrier, or otherwise properly restrained when not in the resident's room.
- Animals must be kept clean, their waste disposed of properly, and any problems with fleas or ticks promptly eliminated.
- Animals must not bite or make excessive noise.
- Residents will be responsible for any damages caused by the animal.
- Repeated complaints about an animal's hygiene, behavior, etc. without prompt resolution may result in removal of
  the animal.

Furthermore, the following expectations apply to checkout expectations (upon moving out of a residence hall room):

- Checkout must be scheduled with a Hall Director or Assistant Hall Director
- Room must be completely clear of animal hair. (Includes any animal hair found in the roommate's space, if applicable)
- Room must be cleaned sufficiently to eliminate any animal odor or animal waste odor.
- Residents will be charged upon checkout if any additional cleaning, deodorizing, or disinfecting is required to remove animal hair, dander, waste, or odor.

# Secure Handgun Storage

Concealed handgun license holders must follow all state and federal laws and University Policy 4.116 concerning owning and possessing a handgun on campus. Any residential student or employee, or guest of a residential student or employee, who is licensed to carry a concealed handgun and chooses to bring the handgun into an on-campus residence must store the handgun and ammunition within a secure gun storage as defined by 18 U.S.C. §921(a)(34)(c) any time the handgun is not in the immediate physical custody of the student, employee, or guest.

Safes which meet the criteria for secure gun storage are available for rental through the Office of Residence Life & Housing. It is the responsibility of the resident to contact the Office of Residence Life & Housing at least one (1) week prior to his/her arrival on campus to make arrangements for a safe to be installed in the resident's assigned room. Similarly, a resident requesting a safe for a guest must do so by contacting the Office of Residence Life & Housing at least one (1) week prior to the guest's arrival on campus.

A residential student or employee who provides his/her own safe for secure gun storage must ensure the proper functioning and fixed installation of the safe in the resident's assigned room. Residence Life & Housing staff are available to direct residents as the exact location options for installation and arrange for mounting of the safe. Any student assigned to a double occupancy residence hall room where a firearm is stored may request a transfer to a different room through the Room Change Policy at any time. Every effort will be made to honor such requests, pending available space.

# **Bacterial Meningitis Vaccination Requirement**

Pursuant to Texas Senate Bill 1107, effective January 1, 2012, all Texas colleges and universities are required to collect documentation of the bacterial meningitis vaccination status for all first-time, former, and transfer students. This requirement does not include students who are enrolled only in online courses or other distance education courses which never meet on campus or students who are 22 years of age or older.

MSU uses the services of Magnus Health SMR to collect, review, and securely store all student documents pertaining to the meningitis vaccine. Magnus Health's Student Medical Record is a web-based solution that allows the university to manage the vast number of vaccination records collected, to comply with state law. Students will not be able to register for class until this requirement has been completed. The vaccine must be administered within the past five years and at least 10 days before the first day of classes. Please visit <a href="https://msutexas.edu/admissions/meningitis.php">https://msutexas.edu/admissions/meningitis.php</a> for additional information.

# Community Standards

As a resident student at Midwestern State University, students have a right to an environment which is conducive to study, to sleep, for learning and leisure. When individual needs come in conflict with those of other community members, it is the responsibility of the individual with concerns to initiate action addressing and alleviating these concerns.

The student should make all reasonable efforts to address concerns, needs, and desires with the individual(s) involved. To effectively resolve conflict within the community, students must accept responsibility for themselves and their actions, as well as take responsibility for respectfully interacting with their community and its individual members.

A student may address concerns to a Residence Life & Housing staff member. Although staff members are assigned the responsibility for discipline and residence education, as a general rule, matters should be referred to them only after the individual has reasonably attempted to resolve their concerns. Exceptions to this guidance include any incident involving life safety issues. Residence Life & Housing staff are available to assist individual students in addressing or alleviating concerns.

# **Room Entry**

The University reserves the right to enter any room without prior notice to make repairs, to inspect for compliance with health, fire and building codes and for any emergency. Personal refrigerators are subject tosearch.

# **Damage Liability**

The University shall not be liable to any resident or guest for personal injury or damage or loss of personal property from fire, flood, rain, hail, ice, water leaks, snow, lightning, wind and explosions. Residents will be liable for any damages to property caused by residents, guests and occupants exceeding reasonable wear. It is recommended that residents purchase a policy of renter's insurance.

# **University Property**

At no time should the furniture within a residence hall room or apartment or common area be removed from its designated location. Residents are expected to treat University property with due respect at all times. This includes rooms, individual apartments, grounds, lounges, 24-hour access computer labs, and study rooms. Intentional damage to University property will be grounds for cancellation of remainder of the agreement.

# Self-Regulation

As mature college students, residents are expected to regulate their behavior and the behavior of their guests within their community. Disruptive behavior that hinders their fellow community member's ability to focus on their academic endeavors is prohibited; however, it is not the sole responsibility of the Residence Life & Housingstaff to address problems like these.

#### Noise

Noise levels are expected to be kept at a reasonable level at all times. Residents who fail to monitor their noiselevel appropriately could face penalties ranging from an official warning to removal from their living space. Carstereos will be also be monitored so as not to create a disturbance to the University community and the Wichita Falls community.

# Alcohol

Residents are expected to abide by all federal, state and local laws in addition to university policies in regards toalcohol. Alcohol is not allowed in any residence hall and only permitted in an apartment if the following terms are met:

- A. All residents of the apartment are twenty-one (21) years of age and older.
- B. All guests in the apartment, at the time of consumption, are twenty-one years of age and older.
- C. Nothing larger than individual bottles is permitted. Kegs, party balls and similar items are not allowed in campus housing.
- D. Consumption must take place in the confines of the apartment. No alcohol is allowed in any public area including outdoor areas.

# **Visitors & Guests**

The unique needs of students living in apartments and residence halls call for distinct guest policies for each area(as outlined below). However, all residents are responsible for the behavior of their guests in regards to violations of University policies and federal, state, and local laws, regardless of the assigned living area. In the event of physical property damage caused by guests, the hosting resident may also be held responsible for restitution. Residents who repeatedly host guests who violate these policies may have guest privileges revoked.

Residence Halls (Killingsworth, Legacy, & McCullough-Trigg): Visitation hours are from 10:00am-1:00am (Sunday-Thursday) & 10:00am-2:00 am (Friday and Saturday). Residents are required to check in all guests at the building front desk beginning at 7:00pm. Guests visiting 10:00am-7:00pm are not required to check in at the building front desk. Only same gender overnight guests are allowed in the residence halls.

**Apartments (Sunwatcher Village & Sundance Court):** No uniform visitation hours exist in apartmentcommunities. Overnight guests are allowed to stay up to three consecutive nights (with roommate approval) without the prior consent of the Hall Director. Guests staying more than three consecutive nights or four nights in a month must be approved by the Hall Director.

# Host Responsibility and Escort Policy

Any individual not assigned to the hall to which they are visiting is considered a guest. Having a guest or visitor in the residence hall is a privilege that may be revoked if the resident or guest violate university or residence hall policies.

Residents are responsible for assuring visitors are properly checked in and escorted while in the building. This includes accompanying residents to the appropriate building exit upon their departure.

# Walkways/Common Areas

Public areas are to remain clean and uncluttered at all times. Patio decorations should not hinder one's ability towalk and should be aesthetically pleasing as determined by the MSU Residence Life & Housing Staff. Bicycles maynot be stored on walkways; bicycle racks are positioned throughout housing areas and campus grounds. Decorative pumpkins and squash must be disposed of before they begin to decompose.

# Trash Disposal

Trash must be disposed of in the designated dumpster areas. Failure to do so will result in an automatic \$25 finefor each item that must be removed by a member of the Residence Life & Housing Staff. No personal trash is to be thrown away in community restrooms, residential common areas, courtyards, or breezeways.

# **Parking**

Parking is located around all of the residence halls and apartments. You must have a valid residential parkingsticker registered through the MSU Police department.

# **Health & Safety**

Residents are required to remain in compliance of all health and safety requirements set forth in the housing agreement, as well as, any additional requirements the Housing staff and/or Texas State Fire Marshal detail upon inspection.

- A. Room should be kept clean and sanitary at all times. Residence Life & Housing staff will address anyissues with cleanliness and health standards of the room.
- B. Residence Life and Housing staff will conduct at least one health and safety check per semester for all residents.
- C. Room decorations should not cause permanent damage to walls, carpet and/or ceiling.
- D. Candles are prohibited.
- E. Extension cords are prohibited. Surge protectors are the only permitted plug extension apparatus. Musthave on/off switch.
- F. Grills are not permitted unless they are kept ten (10) feet from all structures.
- G. Windows may not be covered by flammable items including signs, paper, or flags.
- H. Curtains and any other items that hinder access to a primary or secondary escape exit are prohibited.

# **University Policies**

Residents are expected to abide by all policies and procedures denoted in the Code of Student Conduct and Residence Life & Housing Handbook for Midwestern State University, and policies as set forth in the housing agreement. The spirit of community living and responsible behavior is expected to prevail at all times. Any violation of these policies or the spirit in which they are intended will be subject to a disciplinary meeting with a university designated conduct officer and/or the Office of Student Conduct.

# Residence Hall/Apartment Meetings

A general meeting of all residents is held during the first week of classes in the Fall and Spring semesters. Additionally, floor/apartment meetings are held periodically throughout each semester (approximately once a month). Notices will be posted on each floor announcing the time and place of the meeting. Attendance is expected. Those unable to attend are encouraged to discuss alternate arrangements with their Resident Assistant.

Students are responsible for all information distributed and discussed during these meetings. Failure to attend these meetings does not relieve them from being held responsible for knowing and complying with the topics, rules, and information addressed at these meetings.

# **Bicycles**

Students who bring bicycles to the campus are responsible for their security. Good locks and case-hardened chains are recommended for locking bicycles.

- 1. Bicycles should be kept in exterior areas designed for their storage.
- 2. It is recommended that bicycles be registered with the MSU Police Department.
- 3. Bicycles kept in individual rooms must not interfere with entering or exiting the room. Only freestanding bicycle racks are permitted in rooms (must not be attached to any room surface).
- 4. Bicycles may not be stored in lounges, stairwells, or any public interior area.
- 5. All unregistered bicycles will be removed two weeks after completion of the Spring semester and donated to a local charitable organization.

# **Room Lockouts**

The Residence Life & Housing Staff has access to student room keys for emergency and maintenance purposes. Students who forget their keys or are locked out of their room may contact a staff member for assistance. If a lockout occurs:

- 1. Students must produce identification to a member of the residence life & housing staff; those without an ID will provide their Mustangs ID number and provide an ID after access to the room is gained.
- 2. Upon the third lockout, the student will be assessed a \$10.00 fine and provide visual confirmation of possession of the keys. Subsequent lockouts will see an addition of \$5.00 per lockout (4<sup>th</sup> lockout: \$15.00 fee, 5<sup>th</sup> lockout: \$20.00, etc.)
- 3. Student will be charged for lost keys. The cost to replace a room or apartment key is \$80.00. An additional \$20.00 will be charged for lost mailbox keys.

# **Building Lockouts**

Students must carry their university ID card at all times for building access. Failure to do so will be treated like a room lockout.

# **Solicitation Policy**

Commercial-for-profit solicitation is not permitted in University Housing. Residents may not act as agents for business firms when this entails solicitations or the receiving of business offers or goods in the hall/apartments. Individuals wishing to approach students in University housing for the purpose of soliciting sales, memberships, services, or donations must have approval from the Office of Residence Life & Housing and must register with the Office of Residence Life & Housing.

# Use of Space to Operate a Business

Residence hall rooms and apartments may not be used for any business purposes of any nature. This includes, but is not limited to, babysitting, pet sitting, or use of kitchens for commercial sale of food.

# Postings & Surveys

All individuals or groups wishing to survey or distribute surveys to resident students must have advanced approval from the Office of Residence Life & Housing. All individuals and groups wishing to post/distribute informational materials in University Housing must have permission to do so from the Office of Residence Life & Housing and are limited to approved posting areas.

# **University Personnel Policy**

Official University Requests: Students are responsible for responding promptly and courteously to official requests from a University staff member. This includes requests for interviews, identification and other reasonable directives by a University official, faculty member or member of the Residence Life & Housing staff, including Resident Assistants. The University and Office of Residence Life & Housing will occasionally send out important information pertaining to students including but not limited to notices of administrative disposition, housing assignments and reapplication materials, requests for information, etc. Students are expected to check their email daily to respond to such requests.

**Respect for Authority:** University Housing staff members are University Officials. Residents and their guests must comply with directions from any University official. Verbal and/or physical abuse of any Residence Life & Housing staff member by residents or their guests is a violation of the student code of conduct and will be addressed accordingly.

# Residence Hall Rules & Regulations

In addition to the community standards outlined for residential living, the following list of residence hall rules and regulations govern behavior in University Housing.

# **Courtesy and Quiet Hours**

Courtesy and quiet hours have been established to provide periods during which noise and other disturbing activities are to be kept to a minimum to allow residents a peaceful time to study and sleep. During courtesy hours, residents are expected to honor the requests of others to restrict loud conversations, stereos, televisions, and other disturbing activities. During quiet hours, conversations, stereos, televisions, and other activities should not be audible in the hallways and other public areas of University housing.

Realizing that students' academic demands and personal schedules vary, students should always honor requests by others to minimize noise.

- A. Quiet Hours
  - a. Killingsworth Hall, Legacy Hall, and McCullough-Trigg Hall
    - i. Sunday Thursday 10:00 p.m. to 10:00 a.m.
    - ii. Friday Saturday 12:00 midnight to 10:00 a.m.
  - b. Sunwatcher Village and Sundance Court
    - i. Sunday Saturday 10:00 p.m. to 10:00 a.m.
- B. Final Exam Periods: Quiet hours are in effect 24-hours a day throughout all University housing beginning at posted times prior to exams, ending at noon on the Friday prior to Commencement.
- C. Courtesy Hours: Courtesy hours are in effect at all times. Students may be asked to refrain from making excessive noise upon request of other residents or a member of the Residence Life & Housing staff.

# Furnishings & Room/Apartment Personalization Policy

During the first two weeks of classes each semester, Resident Assistants will visit your room to help you understand and comply with the "Furnishings – Room Personalization" guidelines and policies. If you have any questions prior to his/her visit please contact your Resident Assistant or the Office of Residence Life & Housing.

Residents who do not comply with the room personalization policies and guidelines will be given instructions on how to meet these standards. Residents are expected to comply with these guidelines. Those who fail to do so will be subject to action by University Housing such that they will be brought into compliance. This may include but is not limited to fines, restitution, confiscation of unauthorized, illegal or prohibited property, official disciplinary action, and/ or referral to University Police.

# **University/Residence Hall Property**

Students are expected to leave these items in their intended locations. Any damage resulting from the unauthorized relocation of these items is the responsibility of the student.

- a. Window dressings (blinds, etc.) are not to be removed and must stay in their intended location.
- b. **Ceiling tiles** are not to be removed. Students shall not enter the space above the ceiling tiles for anyreason. Students who violate this policy are subject to immediate removal from Housing.
- c. All University provided movable **furnishings** (chairs, mattresses, MicroFridge appliances, apartmentfurniture, etc.) must remain in their assigned room/apartment even if not being used.
- d. **Lounge and common area furnishings** are not to be placed in individual rooms. Any residents possessing lounge furniture in their room will be charged a \$25.00 fine per item.
- e. **Common areas**, including hallways, rest rooms, lounges, stairwells, and exterior grounds adjacent to entrances, are to be kept clean of trash and litter. Misuse of these areas may result in common area-cleaning charges.

- f. As all facilities in University Housing are centrally heated and cooled, it is advised that windows remainclosed. Students assigned to a room may be charged for **excessive use of utilities** due to leaving windows open during heating/cooling periods without permission.
- g. Windows
  - Curtains are only allowed in the closets of the rooms. They are not allowed anywhere else in the room, including in-between beds.
  - Students assigned to rooms equipped with window screens must not unfasten or remove screens.
  - Nothing may be placed on or in windows at any time (e.g. flags, signs, etc.)
- h. Students providing or receiving **cable television** service illegally will be reported to the cable companyand may be subject to legal action. Regardless of any action taken by the cable company, students involved in such activity will be subject to disciplinary action through the University.

# **Student Property**

The following guidelines have been established in the interest of individuals' safety and the preservation of University Housing property:

a. Students are permitted to possess and use the following electrical items in University Housing:

Irons	Small Fish Tanks	Televisions	Hair Dryers	Electric Razors
Fans	Radio/Stereo	Computers/Tablets	Sewing Machines	Clocks
Razors	Hand Mixers	DVD/Blu-Ray Players	Coffee Makers	Electric Blankets
Hot Pots	Curling Irons	Blenders	Hair Trimmer	Refrigerator (less than 3.5 cubic ft.)

Other electrical items may be allowed. Please check with your Hall Director/Complex Coordinatorbefore you bring an unlisted item into University Housing.

Students are encouraged to use breaker power strips. No extensions cords, other than breaker powerstrips, are allowed in University Housing. Please note that all electrical cords must be disconnected (unplugged) during school breaks and/or when University Housing is officially closed.

b. The following electrical items are **not permitted** in University housing and will be confiscated and placed in storage if found during routine inspections:

Sun Lamps	Halogen Lamps	Christmas/Holiday Lights	Hot Plates	Extension Cords
Deep Fryers	Electric Skillets	Microwave Ovens (not provided by MSU)	Broilers	String lights (non-battery)
Space Heaters	<b>Convection Ovens</b>	Other types of grills	Air Fryers	

Please note that the electrical system in University Housing has limitations. Overloading these systems can present fire and safety hazards. Therefore, **no extension cords are allowed!** Any resident found to exceed the electrical capacity of their space will have restrictions placed on their use of the electrical system. Please see Appendix B for guidelines for additional information.

- c. The following items are also **not permitted** in University Housing and will be confiscated if found:
  - Liquid Bleach
  - Candles
  - Alcoholic beverages and containers including displays of empty bottles
  - Darts or dart boards
  - Street signs or other public signs
  - Pets with the exception of fish in a properly maintained aguarium.
  - Knives (small pocket knives and table knives are allowed)
  - Firearms, weapons, and ammunition (unless a student is over 21 and is a concealed handgun license holder; concealed handgun license holders must follow all state and federal laws and University Policy 4.116 concerning owning and possessing a handgun on campus)
  - Any explosive device including all forms of fireworks.

d. The University cannot be held responsible for University cannot be held responsible for the loss of or damage to a student's money, valuables orother personal effects which might occur during a flood, fire, earthquake, thunderstorm or any other natural occurrence or unforeseeable mechanical failure.

The University does not provide insurance to cover such losses. Students should check their parents' insurance to ensure the policy covers the student's personal possessions while at Midwestern State University. If the parent's insurance does not provide such coverage, students are strongly recommended to purchase an insurance policy of their own.

#### **Decorations**

Students are encouraged to decorate their room as long as it does not create any permanent damage to the room or create a fire hazard. Damage caused by the improper or excessive use of nails, screws, tacks, staples, tape, etc., will be charged to the residents of a room.

- a. Students may use:
  - Magic mounts
  - Small nails and tacks (not recommended) except on any wooden or plaster surface
- b. Items not permitted when decorating your room include:
  - Candles, incense or other flame/heat producing items—students use a candle warmer, provided the wick of the candle has been cut off
  - Collections of alcohol containers such as cans, bottles, decanters, and decorative containers
  - Non-battery-operated string lights (including LED)
  - · Real Christmas trees
  - Screws used in any room surface
  - Improper use of nails, screws, tacks, staples, tape, etc.
  - Hooks and other adhesive wall attachments
  - Plant hangers or similar hooks placed in ceilings or other room surfaces
  - Contact paper, other than as a drawer liner
  - Wallpaper
  - Carpet tape
  - Rubber backed carpet
  - Covers over air vents (including door and ceiling vents)
  - · Hanging sheets, blankets, curtains, or any object that obstructs emergency evacuation
  - Hanging posters and other decorations covering more than 20% of the wall surface
  - Using perfuming agents (such as potpourri) that cause distress to others
  - Placing adhesive stickers and emblems on any surface in student rooms or doors

# **Housing Guest Registration**

As stated under the guest policy outlined in the Community Standards for Residence Life & Housing, no formal guest registration policy is in place for campus apartments (Sunwatcher Village & Sundance Court). However, all visitors (guests) in Killingsworth Hall, Legacy Hall and McCullough-Trigg Hall must register at the hall office to best assure the safety and privacy of all residents. The process for guest registration is as follows:

- Visitors must leave a valid picture identification card, and be escorted to and from their host's room.
   Identification provided by guests must be current, valid and bear a photograph of the guest. Guests without proper identification will not be allowed to enter the residence halls without approval from the Hall Director.
- 2. Resident students must sign a Minor Guest Registration Form for guests under the age of 18. The host assumes responsibility for the well-being and behavior of the minor guest and for the accuracy and completeness of the information on the registration form.

- 3. Residents are responsible for ensuring their guests are properly registered and accompanied at alltimes while in the building.
- 4. While in the performance of their assigned duties, University employees (including Resident Assistants) are exempt from these policies. Similarly, while in University Housing to fulfill contractual duties with the University, outside vendors, contractors, etc. are exempt from these policies.
- 5. Guests must be escorted by their host during all times in university housing. Hosts must come to the hall officeto meet and register their guests.
- 6. Upon their guest's departure, hosts must escort their guest to the hall office and ensure their guest retrieves his/her identification card.
- 7. Guests are expected to comply with the policies, rules and regulations governing the Residence Life & Housing Handbook, and student conduct. The host resident student is responsible for his/her guest's behavior.
  - Therefore, it is the host's responsibility to inform the guest of the policies governing student conduct in University housing, and to ensure the guest complies with these expectations.
- 8. Resident students are not permitted to leave a registered guest unescorted at any time they are registered in a building.
- 9. Guests of the opposite sex are allowed to visit students in their rooms from 10:00 a.m. to 1:00 a.m. Sunday Thursday, and 10:00 a.m. to 2:00 a.m. Friday and Saturday. Guests visiting 10:00am-7:00pm are not required to check in at the building front desk. Residents are required to check in all guests at the building front desk beginning at 7:00pm.
- 10. An overnight guest is a guest visiting a resident student of the same sex past visitation hours. Overnight guests and resident student hosts must complete an overnight Guest Registration form, which are available in the residence hall offices. At the discretion of the Hall Director, visitors failing to properly register as an overnight guest may be charged the appropriate per night fee for each night they are in violation of the Overnight Guest Policy.
- 11. Guests may not stay in University Housing for more than three consecutive nights, or four nights in a 21-day period, without paying the temporary guest fee. This standard applies regardless of whether the guest is registered with different host students on separate dates.
- 12. Violations of the Guest Policy will result in an Incident Report being issued to the Hall Director. Each person involved in an alleged violation of the Guest Policy may have visitation privileges revoked until a conduct meeting takes place.

# Illegal Entry/Propped Doors

To ensure the safety and security of the buildings and residents, exterior and stairway doors are not to be propped open. Building windows are never to be used to enter a building, and only in emergency circumstances would they be used to exit a building. Residents and guests are welcome to enter the buildings through any entrance, as long as they have card access to enter the building or are the guest of a resident.

# Animals/Pets

With the exception of small fish kept in small aquariums, pets are not permitted in University Housing, *visiting or otherwise*. Residents found in violation of this rule will be subject to the following penalties:

- First offense: \$100 fine and residence hall probation; student will also be responsible for any additional cleaning, fumigation, or damage charges incurred as a result of the animal in the living area.
- Second offense: \$500 fine and removal from housing; student will also be responsible for any additional cleaning, fumigation, or damage charges incurred as a result of the animal in the living area. Semester housing fees will not be refunded.

Emotional support animals (ESAs) and service animals serve a specific function for their approved owners. Students

requesting an emotional support animal (ESA) or a service animal must provide appropriate documentation through Disability Support Services. Emotional support animals (ESAs) may not arrive on campus prior to completing the full approval process.

# Smoking/Tobacco Use

Smoking or other tobacco use, tobacco advertising, tobacco sales, and free distribution of tobacco products are prohibited on the Midwestern State University campus. Violators can/ will be subject to disciplinary action by Housing administration.

# Stairwells & Hallways

In accordance with fire safety regulations, stairwells must be kept free of furniture, bikes, debris and other obstructions at all times.

# **Hall Sports**

Roughhousing, throwing, bouncing or kicking of any objects in hallways, stairwells, and other common areas is strictly prohibited at all times. Additionally, riding bikes, roller blades, skateboards, etc. anywhere inside University Housing is against University policy.

# Cleaning of Personal Space

Residential spaces must be maintained to suitable health standards as defined by the Office of Residence Life & Housing. Cleaning of the individual room/ apartment is the responsibility of the resident(s) occupying the room/apartment. The custodial staff maintains the cleanliness and upkeep of the lounges, lobbies, hallways, and community bathroom facilities only. Residents are expected to maintain the cleanliness of these areas as well.

When cleaning rooms or apartments, residents may not sweep trash and dirt into the hallways. Additionally, residents shall not shake, clean or hang bedding, rugs, mops, dust mops, etc. from windows or walkway railings. Students are responsible for properly disposing of room or apartment trash in the dumpsters provided near each building. Under no circumstances is it permissible to leave trash in hallways, lounges or any other public area or grounds in or near the housing facilities. At a minimum, students found in violation of this policy shall pay a \$25.00 fee.

Residents of McCullough-Trigg Hall are expected to maintain the cleanliness of the bathroom facilities provided in each suite. Similarly, residents of Sunwatcher Village, and Sundance Court are expected to maintain the cleanliness of the apartment. Members of the housing staff will inspect these facilities at least twice a semester to ensure compliance with these standards. Students' individual rooms/apartments are to be kept in such a condition that they do not present a health, fire, or safety hazard. Students are responsible for removing all perishable items from their room/apartment when University housing is officially closed.

# University Policies for Student Conduct

In addition to the Residence Hall Rules & Regulations, students living on campus are also accountable for all policies and information outlined in the Student Handbook and Code of Student Conduct. Although the following subsections outline especially relevant areas for students living in the residence halls, students are encouraged to familiarize themselves with all content outlined in the Code of Student Conduct. A complete copy is available at <a href="https://www.msutexas.edu/student-life/dean/">www.msutexas.edu/student-life/dean/</a>.

# **Alcohol Policy**

Alcoholic beverages are not allowed to be possessed, consumed or served anywhere in the residence halls (Killingsworth Hall, Legacy Hall, McCullough-Trigg Hall), or elsewhere on campus except under the following conditions:

- 1. In private residences in Sunwatcher Village and Sundance Court, consumption may take place under the following conditions:
  - Consumption must take place within the confines of the residents' apartments.
  - All residents assigned to an apartment must be of legal drinking age in the State of Texas.
  - No person under the legal drinking age in the State of Texas may be present in the apartment when alcohol is being consumed. At no time will containers larger than individual bottles or cans be permitted. Kegs or other bulk items are prohibited.
  - Alcoholic beverages may not be consumed in any public or outdoor area.
  - Drinking games and paraphernalia (i.e. beer pong tables, etc.) are prohibited.

Regardless of a specific hall or apartment assignment, students may not possess, display or collect empty alcoholic beverage containers in University housing. Possession of empty alcoholic cans or bottles will be considered as having been consumed in the room or apartment.

# Medical Transport of Intoxicated Student

Students exhibiting signs of excessive alcohol consumption will, at a Midwestern State Campus Police Officer's discretion, be transported via Emergency Medical Services (EMS) at the student's expense for medical attention. Refusal to cooperate with Campus Police and/or EMS personnel may result in arrest for Emergency Detention in order to ensure the student's health and safety and/or a conduct change for failure to comply with the directives of university officials or law enforcement officers during the performance of their duties.

# **Illegal Drug Policy**

The following sections describe MSU's policy regarding the sale, manufacture, distribution, possession and use of illegal drugs on or off university property or at university-sponsored events in accordance with federal, state and local laws. Examples of violations include:

- Misusing over-the-counter drugs.
- Misusing or sharing prescription drugs.
- Possessing, using, being under the influence of, distributing, or manufacturing any form of illegal drug.
- Possessing paraphernalia (i.e., rolling papers, bongs, etc.) for intended or implied use of any form of illegaldrug.
- Possessing paraphernalia that contains or appears to contain illegal drug residue.
- Purchasing or passing illegal drugs from one person to another.
- Using mail services to purchase, pass, or distribute illegal drugs.

This policy provides flexibility for the university in addressing drug-related offenses which occur on or off-campus. Moreover, it permits the university to address its fundamental mission of holistic education and the development of human potential. While recognizing that there is a need to address violations related to the use or possession of controlled substances, the university must address the education and well-being of all its students and employees. In addition to university imposed sanctions, students and employees are subject to all legal sanctions under federal, state and local law for any offenses involving illegal drugs on university property or at university activities.

# **Bystander Intervention**

The welfare and safety of our students in our community is of paramount importance. At times, students on and off-campus may need assistance. Midwestern State University encourages students to offer help and assistance to others in need. Sometimes, students are hesitant to offer assistance to others or intervene for fear that they may get themselves in trouble. For example, a student who has been drinking underage may hesitate to help take a sexual misconduct victim to Campus Police. Midwestern State University pursues a policy of amnesty for minor violations when students offer help to others in need.

#### Safe Harbor

The university has a Safe Harbor rule for students. The university believes that students who have a drug and/or addiction problem deserve help. If any Midwestern State University student brings their own use, addiction or dependency to the attention of university officials outside the threat of drug tests or conduct sanctions and seeks assistance, a conduct complaint will not be pursued. A written action plan may be used to track cooperation with the Safe Harbor program by the student. Failure to follow the action plan will nullify the Safe Harbor protection and campus conduct processes will be initiated.

# **Sexual Misconduct Policy**

Midwestern State University maintains a policy of zero tolerance for sexual misconduct regardless of the sexual orientation or gender identity of individuals engaging in sexual activity. Members of the university community, guests and visitors have the right to be free from sexual violence. When an allegation of sexual misconduct is brought to the administration, and an accused student/respondent is found to have violated this policy, serious sanctions will be imposed to ensure that such actions are never repeated. All members of the university community are expected to conduct themselves in a manner that does not infringe upon the rights of others.

The Midwestern State University sexual misconduct policy has been developed to reaffirm these principles and to provide recourse for those individuals whose rights have been violated. This policy has dual purposes; it serves as a measure to determine, after-the-fact, if behaviors trespassed on community values and as a guide for students on the expectations Midwestern State University has, preventatively, for sexual communication, responsibility and respect. For full details on the Sexual Misconduct Policy, please visit <a href="https://msutexas.edu/titleix/">https://msutexas.edu/titleix/</a>.

# Appendix A: Common Cleaning & Replacement Charges

Please note that the list below includes the most common items requiring repair and/or service throughout the academic term. Rates generally hold steady for the entire academic term. However, the final costs can vary depending on the severity of damage, cost of labor involved, and cost of materials. Other fees may apply.

	Description of Damage	Minimum Fee	Comments		
	Late Occupancy Fine	\$100.00			
	Lost Room Key	\$90.00			
	Lost Mail Key (apartments)	\$20.00			
	Improper Check-Out	\$50.00			
l se	Occupation of an Empty Space	\$50.00			
1 A	General Cleaning	\$25.00 per hour**	Minimum \$50 charge		
General Fees	Trash Removal	\$25.00 per bag			
Je.	Wall Patches	\$50.00			
Je.	Wall Painting	\$100.00 per wall			
0	Adhesive Removal	\$10.00 per spot			
	Carpet Cleaning	\$35.00—\$300.00			
	Carpet Replacement	\$850.00	Estimate per room		
	Vinyl Flooring Replacement	\$600.00	Estimate per room		
	Bed Frame	\$250.00—\$500.00			
	Mattress	\$200.00—\$300.00			
	Dresser	\$600.00			
	Pedestal Desk	\$400.00			
l E	Desk Chair	\$70.00—\$125.00			
l Ö	Furniture Moving/Assembly	\$75.00 per piece			
Student Rooms	Closet Mirror Door (Sunwatcher)	\$75.00			
ınt	Refrigerator	\$150.00—\$800.00			
de	Microwave	\$75.00—\$300.00			
ţ	Light Cover	\$75.00			
S	Ceiling Fan	\$250.00			
	Peephole	\$20.00			
	Door	\$350.00			
	Blinds	\$100.00—\$380.00			
S	Toilet	\$325.00			
Bathrooms	Toilet Tank Lid	\$65.00			
8	Toilet Paper Holder	\$30.00			
Į.	Toilet Seat	\$30.00			
at	Towel Bar	\$30.00			
ш ш	Shower Curtain Rod	\$60.00			
(0	Sofa	\$800.00—\$1,200.00			
3e,	Lounge Chairs	\$500.00—\$2,000.00			
l g	Study Table	\$250.00—\$500.00			
Lounges	Study Chairs/Barstools	\$250.00—\$300.00			
	Ottomans (Legacy)	\$1,500.00—\$2,000.00			

# Appendix B: Extension Cord & Power Strip Use

# Extension Cord & Power Strip Use

Improper use of flexible and temporary wiring such as extension cords, multi-outlet adapters, uninterruptible power supplies, and power strips can present both **fire and electrical shock hazards**. The following is a list of rules for proper use of extension cords and power strips at MSU Texas.

- 1. Extension cords are for temporary use only, for short periods of time (hours or days, not weeks or months).
  - An example of acceptable extension cord use would be a custodian using one with a vacuum to clean a hallway carpet.
  - An example of an unacceptable use is to connect a computer to an outlet under your desk with an extension cord.
- 2. Power strips, multi-outlet adapters, and uninterruptible power supplies (UPSs) are acceptable **if they have** a resettable circuit breaker (red on/off button), and are plugged directly into a properly installed outlet.
- Power strips, multi-outlet adapters, and UPSs may never be "daisy chained" (one plugged into another).
   Again, all power strips, multi-outlet adapters, and UPSs must be plugged directly into a properly installed outlet.
- 4. Larger appliances, such as microwaves and refrigerators, **must not be plugged into a power strip or extension cord**. Such appliances must be plugged directly into a properly installed outlet.
- 5. All extension cords, power strips, multi-outlet adapters, and UPSs must be listed by a nationally recognized testing lab (e.g. UL Listed) and so marked. "Homemade" extension cords fabricated out of a length of wire and an outlet box are not permitted.
- 6. Never overload outlets or power strips. Tripping circuit breakers are a warning sign not to be ignored.
- 7. Never use a three to two prong plug adapter.
- 8. And of course, never use any extension cord or power strip that has any signs of damage or overheating. This includes any indication of damage to the insulation, such as a cord wrapped in electrical tape.

#### **Decorative Lighting**

All decorative string lights (e.g. rope lights, globe lights, bistro lights, Christmas lights, novelty lights, etc.) are prohibited **unless battery operated**.



Proper use of power strip, plugged directly into a wall outlet.



Improper "daisy chained" power strips; power strips must be plugged directly into an outlet.



UL Listed sticker on the back of a power strip; all power strips, multioutlet adapters, extension cords and UPSs must be UL Listed.



Power strip with resettable circuit breaker; black reset button visible adjacent to cord.



Prohibited multi-outlet adapter; multi-outlet adapters must have resettable circuit breakers.