

# Salish Kootenai College Student Dormitory and Family Housing Handbook

# Welcome to SKC Student Dormitory and Family Housing! We're glad you're here.

This handbook is designed to help you understand your Student Housing contract and the policies and procedures governing your new residence.

# **Important Phone Numbers**

# **SKC Security**

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

**406-239-6267** Cell **406-275-4751** Office **211** from any SKC Landline

Email: security@skc.edu

# **Emergencies**

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

If you believe there is a medical emergency, call 911 immediately.

Tribal Police Emergency 933
Lake County Sheriff Dispatch 406-883-7301
Tribal Police Dispatch 406-675-4700

# **SKC Student Housing Department**

Offices are located in the Robert DePoe III Building.

406-275-4827 or 406-275-4884

Email: housing@skc.edu

Dorm Resident Advisor (Male)- Room 14R406-675-4815Dorm Resident Advisor (Female)- Room 18R406-675-4814

# SKC Business Office (Billing)

Offices are located in the Eneas BigKnife Building.

406-275-4967

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# **Qualifying for Housing**

# **Eligibility**

The Lefthand Dorms are designated for single full-time students, and Hewankorn Family Housing units are designated for full-time students (Student Tenants) and their immediate family.

"Immediate family" is defined as the spouse and children of the Head of Household, with exceptions given on a case-by-case basis for adult family members who are <u>also</u> enrolled as full-time, degree-seeking students at Salish Kootenai College. The "Head of Household" is defined as the Student Tenant whose name appears on the lease. Children must be under the age of 18 at the time of lease signing, or the tenant must provide proof of the child's high school enrollment.

Student Tenants residing in Student Housing must enroll as a full-time, degree-seeking student to be eligible to live in Student Housing. In the event that a tenant must drop below full-time status, that tenant must meet with Housing staff to evaluate Housing eligibility. Students and immediate family are able to reside in Housing for up to 15 quarters.

Tenant Heads of Household are responsible for the behavior of their guests and all members of their household. Heads of Household will pay any fine or complete any disciplinary process resulting from household members' or guests' violations, up to and including eviction.

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

# **Academic Standing**

Student Tenants are expected to maintain full-time status with a course load of 12 units or more. Additionally, Student Tenants must maintain **satisfactory academic progress**, which is defined as a **2.0 GPA**, according to the Student Handbook. Students will have one (1) quarter with which to make improvements to academic standing, provided evidence that the student is working with Housing and other student support services on SKC campus.

In the event that a tenant must drop below full-time status or a 2.0 GPA for more than one quarter, or is assigned Academic Suspension, that tenant must meet with Housing staff to evaluate Housing eligibility.

# **Criminal Charges**

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

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

Any student or any member of their household who has been charged with a felony or designated as a violent or sexual offender must disclose their offense prior to residing on campus at Student Housing; status of a student or a member of their household as a sexual or violent offender may exclude them from living in Housing.

**Student Tenants may not have guests who are violent or sexual offenders.** Inviting guests with records as violent or sexual offenders is grounds for eviction.

Any student or any member of their household who is charged with a felony or designated as a violent or a sexual offender while living on campus at Student Housing must report such a charge to the Housing Department within 24 hours. Failure to disclose within 24 hours will result in automatic eviction or loss of eligibility.

#### **Occupancy Limits**

Occupancy limits must be obeyed for Family Housing units, regardless of relationship to the Head of Household, unless otherwise approved by Housing staff. Additional residents found living in a unit, officially or unofficially, or people staying multiple nights in violation of the guest policy, will be asked to leave Housing immediately, and the Head of Household will be subject to disciplinary action.

1-Bedroom Unit: 2 residents maximum 2-Bedroom Unit: 4 residents maximum 3-Bedroom Unit: 5 residents maximum 4-Bedroom Unit: 6 residents maximum

Additionally, students will not be eligible to apply for Family Housing units with more bedrooms than residents on the application (for example, a single person may not live in a 2-bedroom unit alone).

# **Priority and Waitlist**

Applications for Student Housing are prioritized on the basis of occupancy, tribal affiliation, and demonstration of good standing. Offers are made as spaces become available, so applying earlier increases a student's chances of being offered a space.

In order to maximize the likelihood that an application will receive an offer, students should make sure to:

- Turn in applications by the priority consideration date (**May 5th**)
- Enroll on time or early for the upcoming quarter
- Maintain a good GPA
- Pay all debts and balances to Salish Kootenai College
- Provide the extra documents recommended on the application form

Please note that even with all of these materials, Housing cannot guarantee any student that their application will receive top consideration. Applications are kept on file for one (1) academic year, or until the student indicates that they would like to withdraw their application.

# Selection/Offer

When a unit becomes available, the Housing Department will make an offer to the first person on the waitlist for that size of unit. The applicant will be given a deadline to pay the security deposit in order to hold the unit. Failure to meet the security deposit deadline may result in withdrawal of the offer, and the unit may be offered to the next applicant on the waitlist.

# The Dwelling Lease

The Student Housing Dwelling Lease/Contract is a legal document representing an agreement between the Student Tenant and SKC Student Housing. The lease is not transferable. Subletting is not permitted. The Student Tenant cannot use or permit the use of the unit for any purpose other than as a private dwelling unit. The lease must be current at all times.

The Dwelling Contract requires that all Student Tenants of the Dorms and Family Housing, and the guests and household members of those Student Tenants, agree to abide by and conform to all applicable rules and regulations including, but not limited to:

- 1. The Student Housing Handbook
- 2. The SKC Student Handbook
- 3. The SKC Student Catalog
- 4. Tribal, State, Local, and Federal Law

Please read these publications. You are responsible for abiding by their contents.

The SKC Student Housing Handbook describes expected standards of behavior for all Housing students and guests. **Violations of the rules and regulations may become the basis for disciplinary action, which may include eviction.** Students violating Housing policies may incur additional disciplinary action through the SKC Code of Conduct process.

# **Moving In**

# When Is Move-In Day?

SKC Student Housing officially opens for move-in ten (10) days before the Monday that classes start for Fall. Student Tenants may move in anytime, but those who move in before Housing officially opens (or before their assigned move-in date) will pay prorated rent.

#### When is Move-Out?

Tenants must vacate their unit by the last day of their lease, unless they have made other arrangements with Housing.

# **REQUIRED: Before You Get Your Keys**

The following documents and payments are required before you are able to move in.

If you are moving into

# **Family Housing**

- Pay \$300 security deposit to the SKC Business Office (located in the Eneas Big Knife Building).
- 2. Tenants of Family Housing are responsible for paying their own electricity bill. Contact Mission Valley Power at 65 Pablo West Road to make a \$500 utility deposit. Mission Valley Power may also accept a letter of recommendation from a previous utility company in lieu of a deposit - contact Mission Valley Power for more information.

A copy of the electrical utility contract in the name of the <u>Head of Household</u> (as it appears on your lease) must be turned in to the Housing Office.

- 3. Fill out all given forms at the time of lease signing.
- Sign the lease to receive your keys and access fob. (Keys MAY NOT be duplicated; if you need extra keys, please ask the Housing Department.)
- 5. Set up your mailbox with the Ronan Post Office at (406) 676-8271 free of charge. You will need your lease and ID.

If you are moving into

# **The Dorms**

- Pay \$200 security deposit to the SKC Business Office (located in the Enease Big Knife Building).
- 2. Fill out all given forms at the time of lease signing.
- Sign the lease to receive your keys and access fob. (Keys MAY NOT be duplicated.)
- 4. Set up a mailbox and get a parking permit by calling the Security Office.

# Move-In Day FAQ

# **Bikes**

The Dorms have bike racks outside for bike storage. Tenants of the Dorms cannot store bikes indoors, on public walkways or sidewalks, or blocking doors in front of Housing buildings. Tenants may store bikes inside of their own units (not in the common spaces of their Pod).

# **Cable**

The Dorms are cable-ready. Tenants in Family Housing may be connected to cable at the tenant's expense by contacting the agency of their choice. Satellite dishes are not permitted.

# Internet

All housing is Ethernet-ready. Tenants are responsible for purchasing and setting up their own wireless routers. Wifi is available in the Common area of the Dorms. Internet issues may be directed to the Housing Office.

# **Laundry**

Coin-operated laundry and dryers are available in the laundry facility for Family Housing tenants and on-site for Dorm tenants. The cost is \$1.00 per wash and .25 cents per 20 minutes of drying. Use of laundry facilities is for Student Tenants only.

Please be courteous to other tenants: clean your lint, garbage, and spills. Items left unattended for 24 hours will be disposed of after a one-week holding period. Theft should be reported to Security. SKC Student Housing is not responsible for damaged or lost articles.

# Mail

Family Housing mailboxes and keys are issued through Ronan Post Office free of charge. You will need your lease and ID when setting up your mailbox.

Family Housing mailing addresses will be:

(Unit #) Hewankorn Loop Ronan, MT 59864 Dorm mailboxes and keys are issued through Campus Security.

Dorm mailing addresses will be:

(Your Name)
PO Box 70
(Dorm Box #, given by Security)
Pablo, MT 59855

For mail delivered via <u>FedEx or UPS</u>, please use the following address in order to pick up packages at the SKC Bookstore, located in the Robert DePoe III building:

58138 US HWY 93 Pablo, MT 59855

# **Move-In Inspection Form Instructions**

The Move-In Inspection Form is due to the Housing Office within ten (10) days of move-in. The purpose of this form is to report any damages present when the tenant moves in, so that the tenant is not held liable. Tenants will not be charged for damages reported on the Move-In Form. Failure to turn in the Move-In Form within 10 days indicates that the tenant takes responsibility for the condition of the unit as-is, and accepts any charges resulting from existing damages. Please make sure to include details about the problem in the "Notes" section of the Inspection Form, such as location and type of problem.

Note that Housing staff will enter your unit to assess and repair reported maintenance issues.

# <u>Parking</u>

Parking permits are available at the SKC Security Office.

All Housing parking lots are restricted to permit parking only, except for several visitor parking stalls. Dorm visitor parking is open during visitor hours only. Vehicles without parking permits or that are parked in undesignated areas may be ticketed or towed at the owner's expense. Vehicle washing and mechanical work are not allowed.

More information regarding vehicle regulations is available in the <u>Safety</u> section of the Handbook.

# **Prohibited Items**

- Salish Kootenai College and Student Housing do not allow the use, influence, possession, or manufacture of:
  - Drugs
  - Alcohol
  - Medical marijuana
  - o Drug/alcohol paraphernalia or containers
- Smoking, vaping, and e-cigarettes are not allowed indoors.
- Cigarette butts and other tobacco waste must be disposed of in the garbage.
- Fire hazards, including, but not limited to:
  - Charcoal BBQs (Propane OK)
  - Fireworks
  - o Candles, incense, or wax melters
  - Hot plates
  - Explosives
  - o Flammable liquids or chemicals
  - Heaters with exposed heating elements
- No items may be hung on sprinkler heads or fire alarm systems.
- Firearms and weapons, including, but not limited to:
  - Ammunition
  - o B.B. guns
  - Toy guns such as paintball or NERF guns
  - Axes, hatchets, or chainsaws
- <u>Duct tape, large nails, and screws</u> may not be used to hang up items in Student Housing. Thumb tacks, painter's tape, and Command hooks are encouraged.
- <u>Pets</u> (except for Emotional Support Animals and Service Animals that have been approved by the Disability Coordinator)
  - ESAs and Service Animals must remain on-leash when outdoors.
  - All animal waste must be disposed of immediately.
  - o Aquariums of any size are prohibited.
- Racist, offensive, or obscene decorations are not allowed in Housing spaces.
  - If a complaint arises, the appropriateness of the decoration will be determined at the discretion of Housing staff.
- The storage or scraping of animal hides is prohibited for health and safety reasons.
- Move-in boxes, disassembled/unusable furniture, and other clutter are not allowed on Family Housing porches. BBQs, tables, and chairs are permitted but may not block exits or constitute a hazard.
- SKC Housing prohibits unlicensed gasoline powered vehicles such as 4 wheelers, snowmobiles, motorcycles, and gokarts

# **Smudging**

Smudging (the burning of sage, sweetgrass, cedar, or other traditional plants for the purpose of prayer) is allowed in SKC Housing, provided that the following expectations are met:

- <u>Tenants must notify Housing via e-mail (housing@skc.edu) if they plan to smudge in their unit</u> (this notice need only be sent once).
- Tobacco and other plants restricted by law may not be burned inside of SKC Housing.
- Care should be taken not to trigger smoke detectors. Housing recommends opening windows and minimizing smoke.
- It is illegal to disable or tamper with smoke detectors and other fire safety devices. Do not cover smoke detectors.
- Triggering the fire alarm multiple times will result in a meeting with the Housing Manager.
- If the fire alarm is triggered, fire safety protocol must be followed and the tenant must respond to all communications from Housing and safety officials.
- If a safety official or SKC Campus or Housing staff member suspects a resident is burning a substance other than sage or another culturally traditional plant, the tenant must comply with investigatory procedures outlined in the Occupancy Rules & Regulations.
- All matches, lighters, or other ignition sources must be fully extinguished and stored safely.
- Burning/smoking smudge bundles may never be left unattended. Smudge bundles must be fully snuffed out before being stored.
- Smudge bundles may only be snuffed out against items belonging to the tenant (eg, a shell or bowl the tenant brought with them) to prevent damage to SKC property.

Housing may revoke a tenant's permission to smudge indoors in the event that it becomes hazardous to the health or wellbeing of others. Complaints or concerns about a tenant's smudging may be addressed to the Housing Department for evaluation. Smudging tenants will be held responsible for any damage or injury resulting from their smudging.

# **Supplies**

Dorm tenants requiring toiletries and other necessities may contact their RA or the Housing Office to receive assistance. SKC Housing provides toilet paper free of charge to all Dorm tenants. Additionally, tenants may check out the following items for temporary use, to be returned at an agreed-upon time (limited by availability):

- Cleaning supplies
- Sports equipment
- Board games
- Cooking and baking utensils
- Plates
- Other items (ask your RA)

Tenants who have checked out an item will be charged for any damages to the item that occur while it is checked out. Failure to return the item on time and in good condition will result in charges and/or disciplinary action.

# **Switching/Changing Rooms**

If you are unhappy with your current room assignment, you are welcome to submit a request to the Housing Office via e-mail. Please note that room switches are not guaranteed and will be made based on availability.

# **Housing Rates**

# **Rate Increases**

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

# **Rent Rates**

Family Housin \$300 Deposit			<u>Dorms</u> \$200 Deposit
1-Bedroom Unit: \$350/month 2-Bedroom Unit: \$400/month 3-Bedroom Unit: \$450/month 4-Bedroom Unit: \$500/month	\$1,200/quarter \$1,350/quarter	Standard Pod: Private Bath: Summer Rent:	\$925/quarter

Rent continues to be charged over break periods, unless otherwise agreed upon by Student Housing. Dorm tenants who choose to stay in Housing during Winter break will pay a prorated rate of \$330.

# **Prorated Rent**

When a tenant has been approved to move in before their lease period begins, or establishes an agreement with Housing to stay after their lease period ends, rent may be charged for the additional days spent in the unit ("prorated rent").

Prorated rent is calculated for Family Housing by dividing the monthly rent by the number of days in the month, then charging the tenant that amount for each day the unit is occupied. (Ex: \$350/30 = \$11.67 rent per day.)

Prorated Dorm rent for the school year is standardized at \$82.50 a week, or \$11.79 per day.

# **Rent Due**

Student Tenants receive bills from the Business Office and may view them at any time using their JICS account. Tenants may make payments in person at the Business Office in the BigKnife Building.

Dorm tenants will be charged quarterly rent at the start of each quarter. Rent is due when charged.

Family Housing tenants will receive a charge on their student account at the start of each quarter for the entire quarter's rent (three months); monthly payments are then due on the last day of each month, unless the full amount is covered by financial aid.

For tenants staying during the Summer, rent becomes due on the 1st of each month. Payment is considered late after the 7th of the month.

# **IMPORTANT NOTICE**

If rent is due and a Student Tenant receives financial aid that can be applied towards Housing, the Business Office automatically and immediately subtracts the amount needed for rent from that financial aid. If the aid is less than the rent due, the full amount is applied. Students should be aware that incoming payments may be reduced for this reason. For more information, please contact the Business Office.

#### Late Rent

It is the tenant's responsibility to make payment on time. Student Tenants who fail to pay rent will meet with the Housing Manager to discuss possible remediation.

# **Payment Plans**

Student Tenants who are unable to pay rent on time due to financial hardship may download a Payment Plan Agreement from the Housing website or request a physical copy from the Housing Office, to be filled out and turned in to the Housing Office BEFORE rent is due.

The Payment Plan explains how much the tenant still needs to pay, and when and how they plan to pay. This plan serves as a written document proving the tenant's good faith, and the tenant will not receive any disciplinary action.

If a tenant submits payment plans over several months, the Housing Office may ask to meet with them to discuss an alternative approach to payment.

# **Security Deposit**

The security deposit must be paid to the Business Office. Deposits are \$300 for Family Housing and \$200 for the Dorms. Please note that the security deposit is forfeited if the student has reserved the unit and then decides not to move in.

Student Tenants' security deposit will be used at the termination of the lease for any charges incurred. Upon moving out and satisfactory inspection, the remainder of the security deposit will be refunded. The SKC Business Office must be given a forwarding address for this purpose. If no forwarding address is provided or attempts toward returning the deposit are unsuccessful, the student must contact SKC within 90 days or the deposit is forfeited.

Students who leave Housing for break or Summer Release of Rent and have established an agreement to return to Housing do not need to pay a second security deposit upon return.

# Summer Release of Rent

Student Tenants may choose to move out of their unit for the summer months of July, August, and September, while Housing holds the unit for the tenant's return in the Fall. Tenants are not charged for these vacated months.

If choosing a Summer Release of Rent, tenants must remove all belongings and clean the unit as they would if moving out permanently. The unit will then be used for short-term summer rentals. Keys must be turned in prior to leaving and communication maintained to schedule moving back in. Family Housing tenants should also contact Mission Valley Power to halt utility payments.

The Student Housing Department will provide the Summer Release of Rent form to tenants during Spring guarter.

# **Utilities**

SKC Student Housing and Salish Kootenai College are not responsible for any utility charges accrued while a Student Tenant has possession of the Housing unit.

# Electrical

Tenants in Family Housing are responsible for their own electricity costs. Electricity is provided through Mission Valley Power, which will charge the tenant a \$500 security deposit, unless the tenant can provide a written reference from a previous utility company (more information is available by contacting Mission Valley Power). A copy of the electrical contract in the name of the Head of Household must be submitted to SKC Student Housing before keys will be issued.

If Mission Valley Power billing is disconnected or put into the SKC Housing's name due to non-payment, SKC shall backcharge the costs to the Student Tenant with a disconnect fee of \$25.00 for the first notice and \$50 plus a mandatory meeting with Housing for the second notice. Student Tenants may not miss more than two (2) months of utility payments per year.

Upon moving out, the Student Tenant must contact Mission Valley Power to discontinue their contract and cancel future payments, or they will continue to be charged for utilities by Mission Valley Power. This applies to tenants in Family Housing who are leaving under Summer Release of Rent. Tenants returning after a Summer Release of Rent must contact Mission Valley Power to have the contract put back in their name.

# Water and Sewer

Family Housing tenants are allowed a 5,000-gallon allowance of water and sewer usage, which is covered by SKC Housing. Water usage over the allowance is billed at \$1.31 per 1,000 gallons and sewer usage over the allowance is billed at \$3.25 per 1,000 gallons.

Any water or sewer overages will be billed to the Head of Household's student account.

# **Occupancy Rules & Regulations**

# **Communications**

# **Expectations for Tenants**

Student Tenants are responsible for reading and responding to all posted, spoken, and e-mailed communications from Student Housing. It is recommended that students set up their voice mailboxes on their phones and delete old messages to make room for new ones.

Written notices from SKC Student Housing are delivered via e-mail for all students. They may also be delivered beneath the doors of Dorm units or hung on the clips next to the exterior front doors of Family Housing. The clips are for Student Housing's use only and must be kept clear.

# **Mandatory Housing Meetings**

All Housing tenants both new and returning are required to attend any required Housing community and disciplinary meetings. Tenants who fail to attend meetings may face penalties, mandatory make-up meetings, or disciplinary actions.

# **Notice of Concern**

A Notice of Concern is an official document used to address minor violations of Student Housing policies and issues related to maintenance, health, and safety.

#### The Notice will:

- Address the specific tenant(s) involved in the incident
- State the issue of concern and why it is a violation of policy
- Record what, if any, action has been taken so far to correct the issue
- Provide instructions for the tenant to fully correct the issue
- Provide a deadline for correction
- Provide contact information should the Tenant have any questions

Student Tenants must comply with a Notice of Concern or further action through the disciplinary process may be taken.

# **School Break Housing**

Students may occupy their unit during school breaks. No notice is needed for shorter breaks, such as Fall or Spring breaks. All tenants should notify Housing of their plans, whether staying or leaving, for Winter and Summer breaks by filling out the <u>School Break Occupancy Form</u> released by Student Housing prior to break periods.

Student Tenants who leave without notifying the Housing Department may be charged rent. Student Tenants are expected to respond to Housing Department communications even when absent from the unit. The Housing Department may lay charges or consider the unit abandoned if communications go unanswered.

# **Community**

# **Dorm Common Room**

The common room is shared by everyone living in the Dorms; therefore, it is everyone's responsibility to clean up after themselves. **Do not leave messes in the bathroom or kitchenette.** Dirty or abandoned dishes will be taken by Housing. Student Tenants who leave dirty dishes in common spaces may face disciplinary action. Sleeping overnight in the Common Room is not allowed.

# **Dorm Furniture**

Furniture is not to be moved from its original room. Furniture located in common spaces, including the central living area of a Pod, is not to be taken into another room for individual use; it is to be shared by everyone.

Moving furniture around inside its original room is allowed. If you choose to rearrange furniture, you will be responsible for any damages. Furniture must not block entrances or walkways. Items from common areas such as the hallways and lounge must be returned to their original places.

# **Garbage**

Tenants are responsible for their own garbage. Student Tenants in any unit may be charged for the improper disposal of trash.

Garbage inside of units must be contained inside of trash cans or bags and must be disposed of before it produces disruptive smells. Rotten food and Service Animal/Emotional Support Animal droppings must be taken to dumpsters immediately.

The Student Tenant shall deposit all garbage in receptacles provided by SKC Housing Department. Place garbage in plastic bags, close them securely and dispose of them in the nearest dumpster. Gates must be closed when dumpsters are not in use.

Trash/trash cans cannot be stored outside the Family Housing Units. Tobacco ashes, butts, and other litter are not allowed.

# **Guests**

Family Housing tenants are allowed to have no more than two (2) overnight guests at a time, and overnight guests may stay for no more than <u>three (3) nights</u> within a 7-day period. Exceptions may be made on a case-by-case basis in conversation with the Housing Manager. Overnight guests must comply with all Housing standards including felony status and community impact.

Dorm tenants may not keep guests overnight. All guests of the Dorms must leave by the beginning of Quiet Hours. This includes guests who are tenants visiting from Pod-to-Pod, though tenants are allowed to congregate in common areas after quiet hours. Guests of the Dorms may not be under the age of 18.

Student Tenants may not have guests who are violent or sexual offenders. Inviting guests with records as violent or sexual offenders is grounds for eviction.

#### **Hallways**

SKC Housing does not allow hazardous activities such as biking/skateboarding, playing sports, or throwing balls or Frisbees in the hallways of the Dorms, to prevent damage to windows or sprinkler heads.

Bicycles, shoes, and other items may not be left in common area hallways.

# <u>Pets</u>

The only animals allowed in SKC Housing will be Service Animals and Emotional Support Animals (ESAs) that have been approved by the Disability Coordinator and the Student Housing Manager. Student Tenants should contact the Disability Coordinator in order to proceed with the verification process **before** bringing their animal to the Housing facility. Tenants may not have more than one (1) animal per household, unless it is necessary under the Americans with Disabilities Act (ADA).

For a Student Tenant or registered family member to have an Emotional Support Animal in SKC Housing, they must:

- Register with Disability Services
- Have a documented disability as defined by the ADA
- Have an already established relationship with the Emotional Support Animal
- Register the Emotional Support Animal with Student Housing
- Renew the Emotional Support Animal request each academic year

Additionally, Housing requires the following documents in order to approve an animal:

- A referral from a qualified and established healthcare provider that shows the Emotional Support Animal is necessary as an accommodation in Housing
- The tenant's complete <u>Application for an Animal on Campus</u> (available on the Housing website)
- The tenant's complete <u>Animal Registration Form</u> (available on the Housing website)
- A current health and vaccination record from a licensed veterinarian, verifying that the animal is up to date on vaccinations and in good health
- A photograph of the animal with the tenant's contact information

Please note that SKC policy requires that animals be older than nine (9) months and fully housebroken; "puppy pads" are not permitted. Animals must be leashed and under the control of their owners at all times when outdoors. In Dorms, animals may not occupy the shared living spaces unsupervised. Animals must leave campus with the owner anytime the owner leaves overnight and/or during breaks.

Tenants with Service or Emotional Support Animals are responsible for the behavior and wellbeing of their animals. Animals may not be disruptive to the community (examples: barking or aggressive behavior) or pose a health or safety hazard to others. Damages caused by animals will be charged to their respective tenants. All animal waste must be disposed of immediately.

Housing may revoke an ESA's approval if the animal proves to be unduly destructive or if the owner fails to follow SKC policy regarding animals on campus. SKC reserves the right to report signs of animal neglect or abuse to proper authorities.

Full details and information are available in the <u>Animals on Campus</u> procedure document, available on the Housing website.

# **Quiet Hours**

Quiet hours must be observed starting at 10pm until 7am on Sundays through Thursdays, and from 12am (midnight) to 8am on Fridays through Saturdays.

There is a 24-hour consideration policy. Noise should be kept at a level that does not negatively impact other Student Tenants. Appropriateness of noise levels will be determined by Housing staff. Repeated infringements of noise consideration may result in disciplinary action.

# Roommates

Tenants of the Student Housing Dorms will share a Pod with two or three additional people. These tenants are also students, and all students at Salish Kootenai College have a right to a safe place to live, sleep, eat, and study. Student Tenants are expected to respect the rights and privacy of their roommates. However, SKC Housing also strongly encourages tenants to form connections with their roommates and get to know them. Having a sense of community on campus is proven to improve the college experience!

Students who would like a more formal agreement regarding boundaries, schedules, and chores may use the Roommate Agreement document available on the Housing website or at the Housing Office.

# Walkways, Lawns, and Porch Areas

For your safety, walkways and porches must be kept clear at all times. No storage is permitted.

- The Student Tenant is responsible for snow/ice removal of individual sidewalks in Family Housing. Snow will be removed from the parking lot and fire lane by SKC.
- The unit water spigot handles have been removed and capped. Use of the water spigots is prohibited. If you would like to use your outside faucet, request a handle from the SKC Housing Department; SKC Housing Maintenance will install a handle upon approval for the request time period.
- Do not store household items, boxes, or personal belongings such as garbage cans, buckets, brooms, building materials, furniture, storage bins, or sporting equipment on the porch area.
  - o Tenants may keep propane BBQs on the porch when not in use.
  - Tenants may keep tables and chairs on their porch, provided that these items do not block exits or pathways, do not pose health or safety hazards, and are in working condition.
  - Welcome mats are permitted.
  - Tenants must communicate with their porch neighbors to establish usage that suits both units' tenants. In the event of a disagreement, Housing will make the ultimate decision, which may include removal of all furniture and personal items from the porch.
- Children's toys/bicycles need to be removed from sidewalks and walkways.
  - When using bicycles, scooters, skates, skateboards, or other similar equipment, care should be taken to wear correct safety gear and follow all road safety rules.
- Tenants are responsible for injuries or broken or damaged equipment or structures resulting from sports played on Housing property.
  - Children must be supervised when playing on the Family Housing playground.
- Digging and planting of any kind is not allowed on Housing grounds. Large planters are prohibited, but potted plants are accepted.
- No personal property is allowed on or around the Green Electrical boxes, per request of Mission Valley Power.
- Trampolines must be no larger than personal size and stored indoors when not in use. Tenants
  must supervise children who use the trampoline. The owner of the trampoline takes full
  responsibility for injury, accident, or damage resulting from trampoline use.
- Surface "kiddie pools" no deeper than 18" are allowed for use outdoors. Children may not be left unsupervised while playing with surface pools. Pools must be emptied and stored indoors when not in use.
- Slip n' Slides, water slides, and ramps are not allowed.

In the event of a violation, Student Tenants will be given a written notice naming outside item(s) to be removed and a deadline for completion. If SKC Housing has to remove any items, there will be a minimum of \$25.00 charge assessed to the tenant's account. Items that are collected are disposed of.

# **Conduct**

# **Alcohol**

Salish Kootenai College and SKC Student Housing prohibit the possession, consumption, use, manufacture, or distribution of alcohol in or surrounding Student Housing facilities or activities. If it is discovered that a person is intoxicated or under the influence of alcohol in Housing, that person will be considered to be in possession of alcohol and subject to disciplinary action. This regulation pertains to any person, regardless of age, student status, or position within or outside of the SKC setting. Remember that Student Tenants are responsible for the actions of guests and household members, and will be subject to sanctions earned by those they are responsible for.

All who are present or are party to an alcohol policy violation will be subject to further disciplinary action regardless of their participation level. It is your responsibility to be aware of your surroundings and individuals you are with or bringing onto campus. Attending gatherings on campus where alcohol is present, even if the student does not drink, is considered a violation of alcohol policy.

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

# **Alcohol Containers and Paraphernalia**

Alcohol paraphernalia and containers intended for alcoholic beverages are prohibited on campus and in the Dorm and Housing units. Containers and paraphernalia include, but are not limited to:

- Alcohol bottles and cans
- Decanters
- Shot glasses and beer mugs
- Drinking games such as beer pong
- Boxes, stickers, posters, or other items with logos involving alcohol

Discovery of an alcoholic beverage container or other alcohol paraphernalia will require immediate discarding of the item, container and contents, if any, in the presence of a staff member.

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

### Compliance

Cooperation with any staff member's reasonable request is expected of all Student Tenants and their guests. This includes complying with instructions when staff members are performing job tasks. Completing assigned sanctions for policy violations and meeting Housing deadlines is required. Refusal to follow reasonable requests ("non-compliance") may result in disciplinary action.

If a Student Tenant is unable to comply with Housing requests or timelines due to reasonable circumstances, they are encouraged to contact Housing to work out a solution that meets the student's needs.

# Discrimination, Harassment, and Retaliation

Salish Kootenai College does not tolerate and specifically prohibits any kind of unlawful discrimination or harassment, which includes gender-based discrimination or harassment, sexual assault, domestic violence, dating violence, stalking, and sexual harassment by any member of the College community. Violations of this policy are subject to disciplinary action along with reporting to the SKC Title IX Coordinator.

#### Bias/Discrimination

SKC does not tolerate discrimination on the basis of race, ethnicity, national origin, religion, sex, gender, gender presentation, sexual orientation, age, or disability. Any acts of Intimidation or Harassment (as outlined in this document) or physical violence that are reasonably considered to be targeted or in reference to these protected statuses will be considered a serious violation of policy.

# **Dating Violence**

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

#### Intimidation/Harassment

Malicious intimidation or harassment of another is prohibited. A student who (a) causes bodily injury to another, (b) causes reasonable apprehension of bodily injury in another, (c) damages, destroys, or defaces any property of another or any public property, or (d) makes repeated telephone communications anonymously or at extremely inconvenient hours or in offensively coarse language, acting with the intent to terrify, intimidate, threaten, harass, annoy, bully, or offend, is considered to be intimidating or harassing.

#### **Domestic Violence**

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

# Retaliation

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

# Sexual Assault

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

# **Sexual Misconduct**

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

# Stalking

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

# **Disorderly or Disruptive Conduct**

Students should not engage in disruptive or disorderly conduct or harassing, lewd, indecent, or obscene conduct or expression. This includes but is not limited to activities that are excessively noisy, obnoxious, offensive or unlawful behavior. Students must also address university staff in a respectful manner. Inappropriate behaviors that necessitate an additional response from Campus Security, or any behavior that can be construed as disruptive to the Housing community are considered lease violations.

# **Drugs**

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

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

All prescribed medications must be in a properly labeled container from a pharmacy.

#### Marijuana and Medical Marijuana

Although Montana law permits the use, possession, and cultivation of medical marijuana, Tribal Law and Federal Law prohibit them. The use, possession, and/or cultivation of medical marijuana is therefore prohibited on the premises of Salish Kootenai College, including Student Housing. Even if an individual possesses documentation for permitting the use, possession and/or cultivation of medical marijuana, this activity is prohibited on SKC premises.

Possession, use, manufacture, and/or distribution of Drugs, Drug Paraphernalia, or Alcohol, or intoxication under the influence of these substances, on the premises at SKC Student Housing are cause for immediate disciplinary action, which may include eviction and suspension from school.

# Smoking/Vaping

The use of tobacco products, vaping, and e-cigarettes are not allowed inside the buildings. Tenants are responsible for disposal of tobacco products.

# <u>Maintenance</u>

# PLEASE REPORT IMMEDIATELY

For your safety, health, and well-being, please report the following to Student Housing immediately:

- Fire damage
- Discharged fire extinguishers
- Leaks, floods, or other water damage
- Mold or mildew
- Pests (including mice, ants, flies/gnats, and termites) inside Housing units
- Unattended/uncontained garbage or other sanitation issues
- Acts of violence, domestic violence, harassment, stalking, child endangerment, or assault
- Lost keys
- Broken or non-functioning doors, windows, or locks
- Malfunctioning laundry facilities
- Malfunctioning smoke detectors

In an emergency, please call 911 first and Campus Security second.

# **Care of College Property**

All Student Tenants are responsible for keeping College-owned Dorms and Housing units, equipment, and furnishings in good, clean condition. The Student Tenant shall utilize reasonable care to prevent hazardous health, safety, or sanitary conditions within their leased premises.

The following guidelines outline some, but not all, responsibilities of Student Tenants regarding maintenance of their unit:

- The Student will notify the Housing Department promptly of known needed repairs to the dwelling unit, and of known unsafe conditions that may lead to injury or damage
- Except for normal wear and tear, the Student may not destroy, deface, damage, repair, paint or remove any part of the premises or permit any other person to do so
- The tenant must not adjust the hot water heater; contact Housing for requested adjustments
- Be aware of the shut off valves on all water sources and keep a plunger by each toilet
- Do not flush baby wipes/flushable wipes, menstrual products, or paper towels
- Do not wax the floors
- Tenants shall not tamper or obstruct door magnets or locks
- Family Housing tenants must provide their own window air conditioning units. Housing will install or remove air conditioning units for tenants free of charge.

# Damages/Repairs

Maintenance problems are to be reported to the Housing Office via e-mail, in person, or phone call; tenants living in Dorms may also report to a Resident Advisor. In emergency situations, Security must be contacted.

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

At the discretion of Housing staff, charges are assessed for any damages, repairs and/or replacement of items within the Dorm or Family Housing unit occurring during the student's occupancy.

# **Entry and Inspections**

For health, safety, or emergency purposes, it is sometimes necessary for a staff member to enter a unit when the tenant is not present.

Salish Kootenai College reserves the right to enter a student's living space when the occupant of the space may be harmed or endangered, for the purpose of inspection of property, to seek missing furnishings, to make improvements or repairs, to control the space in the event of an epidemic or an emergency, to ensure evacuation during fire drills, to conduct routine safety inspections, preventative maintenance, repairs or pest control, to check for suspected violations of the institutions policies on alcohol, drugs or weapons, to remove unauthorized animals, to allow entry by a law enforcement officer with a warrant, to show space to inspectors, fire marshal, or an appraiser, or to show probable cause that violation of SKC policy is being or has been committed.

For these reasons, Student Tenants will be subject to monthly and/or occasional inspections. SKC recognizes the right of privacy of all tenants living in Student Housing, but also reserves the right to inspect its property at any time.

# **Inspection Procedure**

Student Tenants are expected to keep their Housing units sanitary and safe. Inspections will be for health and safety conditions and for policy violations.

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

The Student Tenant agrees that the employees of SKC or representatives of this organization will be permitted to enter the Student's unit. The Student Tenant shall permit any SKC Security or Housing employee or representative to enter the leased premises to inspect or examine its condition or to improve or repair as necessary. Denial of access is considered non-compliance with Housing policy, which will result in disciplinary action, up to and including eviction.

Any time that a unit has been entered and a resident is not present, a written notice will be posted on the tenant's outside door clips, room door, or placed on the tenant's desk to document who was there and the purpose of the entry.

Following an inspection, any violations or damages are assessed and charged to the tenant's student account. SKC reserves the right to have the unit cleaned and the cost of that cleaning charged to the Student.

Student Tenants may dispute charges that they feel are unfair or incorrectly billed. These responses <u>must</u> be in writing and received within ten (10) days of the notice.

If a unit does not meet health and safety specifications, the Student Tenants may receive a written Notice of Concern with the sanction to take action to correct the situation within a given a timeline, at which time another inspection will be scheduled. Failure to correct the issue or to pass future inspections may result in disciplinary action.

# **Inspection Standards**

All Housing units will be expected to meet the requirements listed throughout the Housing Handbook, as well as the following safety and sanitation standards:

- Food must be contained within sealed containers.
- Rotted or moldy food or food waste are prohibited and must be disposed of promptly.
- Pest infestation, including the presence of living or dead pests, droppings, or damage to property from pest chewing, is a violation of sanitation standards, unless the Student Tenant is working with Housing to resolve the issue at the time of the inspection.
- Appliances must be clean and in working order.
- In the colder months, please do not lower thermostats below **60 degrees** this is to prevent pipes from freezing and breaking.
- Baseboard heaters must be kept clear of clutter.
- Floors must be clear of debris, with a clear path to all doors and exits.
- Common areas (bathrooms, kitchens, living rooms) must be kept neat and clean. It is the responsibility of all of a unit's residents to manage the unit's upkeep.
- No items may be hung from the sprinkler heads or fire alarms.
- Possession of prohibited items will be noted.
- Porches of Family Housing units must be clear of debris, garbage, and clutter.

In addition to random or necessary entry, mandatory inspections will be completed twice each quarter for Dorm units. The common areas and each individual room of a Pod will be inspected for cleanliness, health, and safety issues. Family Housing may expect inspections once a quarter in addition to random and necessary entry.

# **Windows and Screens**

Window screens are provided and are part of each operable room window in Student Housing. Windows are operable without removal of any screen.

Window screens are not a safety device. Screens are designed to keep bugs out, allow fresh air in, and facilitate building ventilation. It is important that the screens remain in place.

There is no acceptable reason to remove the screen from the window except in case of a building emergency. Never exit any room via the window unless necessary in an emergency.

Windows that crank open should be kept closed when it is windy outside. Breakage or damage to windows will be charged to the Student Tenants. All AC units need to be approved by SKC Housing Department and a work request must be made with the SKC Housing Department before installation.

# **Safety**

# **Firearms**

Guns, bows, or ammunition are prohibited in the Dorms and Family Housing. Handguns, pellet/B.B. guns, paintball guns, wrist rockets, slingshots, blow guns, toy guns such as NERF guns, and any other self-propelling apparatus are not allowed.

# **Fire Hazards**

The following items and/or practices are considered fire hazards and are prohibited from the Dorms and Family Housing because of the threat of fire to residents and their property:

- Charcoal BBQs (Propane OK; BBQs should always be supervised, moved off of the porch and at least 3ft from the building when in use, and fully turned off and disconnected when not in use.)
- Fireworks
- Candles (with or without wick), incense, and wax melters
- Hot plates
- Explosives, including materials or devices which by themselves, or when combined, could be explosive, flammable, toxic, or dangerous (such as camping fuel)
- Flammable liquids or chemicals
- All liquid fuel appliances
- Combustion engines
- Heaters with exposed heating elements
- "Chaining" or plugging multiple extension cords or power strips into each other

Plumbing, electrical or gas burning equipment will not be used for any other purpose than for which it was intended. Burning of any kind is prohibited at Student Housing.

# Fire Safety & Equipment

Fire alarms should always be taken seriously. The proper use of, and response to, fire alarms is required of all students. Misuse of any fire equipment, starting fires, setting off false alarms, or failing to evacuate and/or hindering in the evacuation of others will result in disciplinary and possible criminal action. Fire safety equipment includes smoke/heat detectors, sprinkler heads, fire extinguishers, pull stations, alarm panels, and exterior doors. Covering, blocking, disabling, or tampering with smoke detectors or other fire safety equipment is a violation of federal law.

Fire drills are conducted at least once each quarter to inform residents of the proper evacuation procedures. All individuals present in any Housing facility must respond to a fire alarm, regardless of whether an emergency exists.

In case of fire, residents should exit the building according to the evacuation procedures provided in all units.

- Know the location of emergency exits, alternate escape routes, fire extinguishers, and alarms
- Leave the building and gather in the evacuation assembly area away from the building
- Do not re-enter the building until given specific instructions form an official to do so
- To intentionally create a false alarm is a serious crime. Violators may expect sanctions from the college, as well as from the City Fire Department

If you are the first to discover a fire in progress, call 911 and pull the fire alarm. Residents should not fight fires themselves.

# Keys/Fobs

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

Key maintenance is the responsibility of the Student Tenant. Please do not mark or deface your keys.

**Keys may not be duplicated** by anyone other than SKC officials. If a duplicate key is needed, please contact SKC Student Housing Department.

# Locked Out?

Call SKC Security or Student Housing for assistance. For your protection, identification will be required prior to students regaining access to the unit. If a key fob stops working, students may bring it to the Housing Department for a replacement.

Do not attempt to break into your own unit if locked out. The Student Tenant will be responsible for any damage and/or costs pertaining to the locks.

# **Lost Keys**

Report lost keys immediately to the Student Housing Department. Lost keys will result in a lock change, and the student will be responsible for associated costs. Cost for replacement/lost unit keys is \$100.00. Cost/lost replacement fee for a fobs is \$35.00, which will be charged to the tenant's student account.

# **Missing Housing Student Notification**

Any individual who has information that a Housing occupant may be a missing person must notify SKC Security as soon as possible. Security will immediately investigate and will notify local law enforcement after the occupant has been missing for 24 hours, unless faster implementation is necessary.

As part of the Housing application process, a Housing student age 18 and above may designate a confidential contact person(s) to be notified within 24 hours of the time the student is determined to be missing ("Emergency Contact"). This designation will remain in effect until changed or revoked by the student. Security will notify a custodial parent or guardian of any student under the age of 18 within 24 hours of the time the student is determined to be missing.

# RAVE – Emergency Notification System

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

Salish Kootenai College will only send messages related to emergencies and school closure. You will never receive advertisements and your information is never provided to advertisers. To log in to RAVE, go to <a href="https://www.getrave.com/login/skc">https://www.getrave.com/login/skc</a>. It is important to keep your information updated and current with the RAVE system.

# Reporting Suspicious Behavior or Violations

Tenants who observe other residents or individuals as a threat to themselves or others may file an anonymous incident report to the SKC Security.

# **Safety Practices**

Access to SKC Student Dorm and Housing facilities is restricted to Student Tenants, authorized staff members, and hosted guests. Student Tenants may not prop open exterior doors or permit entry to unknown individuals. SKC Student Housing must be notified of all personal security concerns.

SKC Security recommends to practice basic safety and security habits:

- Keep your room and Pod doors locked.
- Keep windows closed and locked when asleep or out of the house.
- Keep your car door locked.
- Keep valuables out of sight.
- Never unlock the door for persons who refuse to sufficiently identify themselves.
- Walk with a trusted friend and stay in well-lit areas at night.
- Report suspicious people or activities.
- Call SKC Security for an escort.
- Always notify SKC Housing immediately to report any doors or windows that are not locking properly.

It is the responsibility of each Student Tenant to be familiar with the policies and procedures designed to ensure safety & security. SKC is not responsible for theft or damage to personal property.

# **Security Office**

The SKC Security Office is located across the street from the BigKnife Building and works closely with local law enforcement (CSKT Tribal Law Enforcement, Ronan City Police, Polson City Police, Lake County Sheriff's Department and State Patrol).

Security is available at all hours, every day of the year.

# **Vehicle and Parking Regulations**

No driving or parking is allowed on lawns or non-paved parking areas. Vehicles are not allowed on the fire lane, lawns, or walkways. Tenants may contact SKC Security to request permission to use fire lanes during move-in or move-out.

Handicap parking is reserved for those people with a valid handicap sticker. Campus Security will enforce handicap parking violations by issuing a \$100.00 fine to the student account.

Vehicles that are not in running order are not allowed. "Running order" is defined as not only mechanical but street legal and drivable. Student Tenants must remove any vehicle that remains inoperable for over thirty (30) days. Any abandoned vehicles will be towed off campus after 30 days.

Vehicle washing and mechanical work of any kind are not allowed on the premises. The Student Tenant is responsible for all vehicle discharge/leaks and will be responsible for the cleanup.

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

Additional parking regulations can be found in the Moving In section of this handbook.

# Wildlife

Salish Kootenai College is located on a beautiful rural campus, which means that we often share our living space with local wild animals. All students should make sure to familiarize themselves with safety guidelines regarding encounters with wild animals. SKC and Student Housing cannot prevent wildlife from entering campus or Housing areas and are not responsible for injury or damage to tenant property caused by wildlife.

#### **Bats**

Bats may occasionally be seen flying or sleeping where human beings live. They will usually move on within the next 24 hours. If it appears that a large number are roosting somewhere, please notify SKC Housing. Do not disturb or chase the bats. Please note that it is illegal to kill these bats because of their endangered status.

#### Bears

Bears are always a serious safety risk, and all students and staff are expected to exercise caution when it is known that a bear is on campus. It is suggested to take the following measures:

- NEVER approach a bear stay away from them.
- Keep your area clean. Bears are attracted to garbage. During increased bear activity, it is mandatory to keep all receptacle gates closed.
- Walk in pairs or groups.
- Make noise.
- Please supervise your children.

# Dogs

There is no current ordinance or dog catcher for the Pablo area. Security may be informed, but are not equipped to catch or remove stray dogs. It is recommended that students do not feed or engage with dogs they do not know. Do not approach unfamiliar dogs. Do not leave children or service or emotional support animals unattended outdoors.

Avoid attracting dogs and other animals by safely and correctly managing garbage. Always throw away food in the dumpsters, close the lids, and keep the gates closed. Do not store garbage on Housing porches.

Additional resources and information about living with local wildlife are available at the Montana State Fish and Wildlife website:

http://fwp.mt.gov/fishAndWildlife/livingWithWildlife/

# <u>Legal</u>

# **Abandonment**

Students shall notify the Housing Department of any anticipated absence for any period that exceeds 14 days (including Winter/Summer breaks and internships). <u>Student Tenants are expected to respond to Department communications even when absent from the unit.</u>

When Student Tenants appear to have abandoned the unit or failed to vacate as scheduled, Student Housing staff will make a reasonable attempt to contact the Student Tenants. A unit is considered "Abandoned" if a Student Tenant fails to respond to Department communications and has not been seen in or around the unit for more than seven (7) days. If the Student Tenant fails to respond to communications within seven days, SKC Housing may:

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

Upon determining abandonment, SKC Housing shall:

- Stop charging Student Tenant rent
- Remove and store all abandoned property from the leased premises for 30 days only. After 30 days the abandoned property becomes the property of SKC. The student will be assessed a moving and storage fee for the property (\$50 minimum), and a monthly storage fee of \$50
- Charge the Student Tenant for damages, cleaning, and other costs assessed after abandonment
- Rent out the leased premises in a reasonable period of time

SKC is not responsible for any lost and/or damaged items during the 30-day storage period. If the student wishes to recover the abandoned property, the student may, within 30 days of the property being stored, request possession of the property.

# **Changing Head of Household**

Student Tenants who wish to request a change of Head of Household must do so in writing and be approved by the Student Housing Manager. The new Head of Household must already be a family member under the current Dwelling Lease, as well as a full-time degree-seeking SKC student. Housing costs/balances remain with the lease. Conduct documentation remains on record for the original tenant and is the responsibility of that tenant's Head of Household.

#### Felon Charge

Any student or any member of their household who is charged with a felony or designated as a violent or a sexual offender while living on campus must report such a charge to the Housing Department within 24 hours. Failure to disclose within 24 hours will result in automatic eviction.

# Insurance

Room security is the responsibility of the student. SKC is not responsible for damages to a resident's unit or personal items, including outdoor items, as a result of theft, vandalism or maintenance failure. SKC is also not liable for any lost or damaged items left in dorms during breaks or holidays.

SKC does not offer renter's insurance. Tenants may purchase their own renter's insurance from an agent of their choice.

# **Refusal to Vacate**

Student Tenants refusing to vacate will be reported to law enforcement and may be charged with trespassing.

# **Termination of the Lease**

The Student Tenant may terminate their lease at any time by providing a fifteen (15) day advance notice. The Student Tenant shall leave the lease premises in clean condition, reasonable wear and tear accepted, and shall return all keys to the SKC Housing Department when they vacate. SKC Student Housing is not responsible for any articles or personal property left in or around the vacated unit.

#### **Eviction**

SKC Housing may terminate the lease by written notice and begin eviction proceedings for:

- Any serious violation of any term or condition of the lease/handbook(s)
- Repeated violations of any term or condition of the lease/handbook(s)
- Abandonment
- Failure to pay rent
- Failure to maintain satisfactory academic standing, including withdrawal from SKC
- Earning eviction through the Lease Violation Disciplinary System
- Excessive damage/vandalism to unit or SKC property
- Possession, use, influence, manufacture, sale, or distribution of alcohol or illegal drugs on SKC campus
- Possession, use, influence, manufacture, sale, or distribution of medical marijuana on SKC campus
- Possession of drug paraphernalia or alcohol containers
- Firearms or ammunition of any type on premises
- Possession of explosives or other weapons
- Refusal to allow entry to Security, police, emergency services, or Housing staff
- Violation of discrimination or harassment policies
- Acts of violence, domestic violence, assault, stalking, or child neglect or endangerment
- Allowing into Housing guests who have a criminal record of violent or sexual offenses
- Failing to disclose a tenant or household member's felony conviction or status as a violent or sexual offender
- Criminal activity or convictions of any kind that occur while residing at Student Housing
- Other good cause

Eviction, for any reason, makes the person(s) involved in the eviction ineligible for SKC Student Housing. Eviction from SKC Student Housing stays with the student's career. **Tenants always have the right to appeal an eviction to the SKC Student Housing Advisory Committee**, **except** in cases where the Tenant has violated a Memorandum of Understanding, or is involved in a serious safety infraction such as violence and/or domestic violence, assault, use of weapons, criminal activity, or refusal to follow COVID safety protocol. The Advisory Committee decision is the final decision.

#### Graduation

Student Tenants who are graduating from SKC must vacate Housing after graduation is complete. Graduating Student Tenants should contact the Housing Office to establish a date for move-out.

#### **Leaving College/Non-Enrollment**

Non-enrolled students are expected to contact SKC Student Housing immediately upon loss of student status. It is the student's responsibility to contact the SKC Student Housing Department. Withdrawal from SKC terminates the Housing contract and tenants are required to vacate the unit upon withdrawal. Tenants may contact the Housing Office to arrange a reasonable move-out deadline. Charges will continue to accumulate until the tenant has moved out and notified the Student Housing Department.

Students who return to SKC may regain Housing eligibility upon resuming full-time status.

# **Disciplinary Process**

# **Lease Violation Disciplinary System**

Tenants and their guests must act as responsible members of the community, respect the rights, privileges, and dignity of others, and refrain from actions that interfere with the welfare or educational opportunities of others in the SKC Student Housing community. All Student Tenants, household members, and/or guests are subject to the Disciplinary System.

The Lease Violation Disciplinary System ("Disciplinary System") is similar to a strike system, with the *number* of strikes depending on the *severity* ("level") of the infraction. Instructions for improvement or other disciplinary measures are referred to as "Sanctions." Sanctions and the outcome of meetings are the decision of the Housing Manager.

This Disciplinary System is designed to provide Student Tenants opportunity to grow and learn in a community environment while also holding them responsible for repeated or serious violations of community standards. Sanctions will include contact information for resources and after-care for Student Tenants.

Tenants who have received disciplinary action under an older conduct system will inherit existing Memorandums of Understanding, final warnings, sanctions, bans from campus, and other instructions or expectations resulting from previous conduct.

# **Conduct Forgiveness**

Students who maintain good conduct for one (1) calendar year following a Level 1 or Level 2 sanction will have their sanction documented, but it will no longer count towards their number of allowed sanctions.

Note, however, that repeated violations of the same rule, even if a calendar year has passed between incidents, may result in higher levels of disciplinary action.

# **Conduct Hearings**

If a Student Tenant is required to meet with the Housing Manager (Level 2), the Housing Manager will investigate the incident. The Housing Manager will:

- Determine the facts of the incident on the basis of evidence, camera footage, security reports, interviews, previous conduct documentation, and the tenant's own statements
- Make an impartial judgement as to whether or not any violations occurred, and, if so, whether the Student Tenant is responsible for the violation(s)
- Inform the tenant of the findings of the investigation
- Inform the tenant of the Student Housing Occupancy Rules & Regulations
- Provide instructions and resources to the tenant for preventing further infractions

Tenants found to be Responsible for conduct violations will be required to follow through with instructions for improvement from the Housing Department. Instructions may be given in an additional meeting, which will not count towards a tenant's total.

If the tenant is found Not Responsible, the meeting will be documented, but will not count as a sanction and will not contribute to the number of allowed sanctions for the tenant.

# **Disciplinary Communication**

SKC Student Housing will contact students via phone call, e-mail, and paper notices throughout the disciplinary process. It is the responsibility of the Student Tenant to respond to communications from the Housing Department. Failure to respond to reasonable attempts at contact may result in further disciplinary measures, up to and including eviction.

Students will have <u>three (3) business days</u> to respond to Housing disciplinary communication, with exceptions made on a case-by-case basis.

# **Documentation**

When conduct and sanctions are documented after a calendar year, they are not held against a Student Tenant: they will not impact Housing eligibility or count towards the number of sanctions a tenant is allowed to earn in a year.

However, documented sanctions will be referenced whenever a Student Tenant earns another sanction in order to make sure that the tenant is not violating the same rules and regulations multiple times, as well as to inform decisions regarding responsibility.

# **Guidelines for Conduct Severity**

The following table provides a few examples of what are considered low-level, serious, and critical policy violations. Ultimately, the severity of a particular infraction is the decision of the Housing Manager, based on the tenant's previous history, needs, and circumstances.

This list does not cover every type of infraction.

Low-Level (Level 1)	Serious (Level 2)	Critical (Level 3)
<ul> <li>Quiet hours violation</li> <li>Animal off-leash</li> <li>Excessive clutter</li> <li>Possession of candles or incense</li> <li>Dorm guests after hours</li> <li>Failure to return community Dorm furniture to its place</li> <li>Driving on fire lanes</li> </ul>	<ul> <li>Failure to pay rent</li> <li>Failure to pick up animal waste</li> <li>Disorderly or disruptive conduct</li> <li>Obscene or offensive decorations</li> <li>Excessive mess in unit (eg rotten food, pests)</li> </ul>	<ul> <li>Tampering with, covering, blocking, or disabling smoke alarms</li> <li>Unauthorized key duplication</li> <li>Feeding wild animals or stray dogs</li> <li>Fireworks</li> </ul>

# **Levels of Disciplinary Action**

# Level 1: Warning

Warnings are issued by Housing staff or Security and may be written or verbal with a written follow-up to the student's e-mail ("Notice of Concern"). Student Tenants may receive warnings for low-level infractions.

Students are allowed <u>two</u> (2) warnings per type of infraction, or <u>three</u> (3) warnings total, per calendar year before the level increases.

If tenants do not receive a higher-level sanction for the same type of infraction <u>and/or</u> do not exceed three warnings for a full calendar year, their previous warnings are documented but will no longer count towards their warning count.

# **Level 2: Meeting**

A meeting with the Housing Manager is NOT automatically an indication of guilt. The purpose of meeting with the Housing Manager is to understand why the tenant has received multiple warnings or has been associated with a serious policy violation, and to discuss options for avoiding future conduct concerns.

Students will be notified of a meeting and asked to schedule with the Housing Manager via phone call first, and e-mail second. Final notices will be given with physical paper on door clips or under Pod doors. Failure to schedule within 3 business days of the final notice will result in further disciplinary action, up to and including eviction.

Students are allowed <u>one</u> (1) meeting per type of infraction, or <u>two</u> (2) meetings total, per calendar year before the level increases.

Students for whom the following apply are expected to report to the Housing Manager for a conduct meeting:

- Two (2) warnings for the same type of infraction in a calendar year
- Three (3) warnings in a calendar year
- Violating a policy involving the respect, health, or safety of others

Please note that meetings with the Housing Manager are only considered as a sanction if the Housing Manager finds the Student Tenant Responsible for the alleged conduct.

Meetings will be documented with e-mail follow up.

Similar to warnings, if a Student Tenant does not receive any more sanctions for infractions of the same type for a calendar year, the meeting is documented but no longer counts towards the number of allowed sanctions. **However**, if a tenant is found Responsible twice for the same type of infraction, even if it has been more than a calendar year since the previous infraction, the level of sanction may increase.

# Level 3: Memorandum of Understanding

Students will be notified of a meeting to draft a Memorandum of Understanding and asked to schedule with the Housing Manager via phone call first, and e-mail second. Final notices will be given with physical paper on door clips or under Pod doors. Failure to schedule within 3 business days of the final notice will result in further disciplinary action, up to eviction.

Students for whom the following apply are expected to report to the Housing Manager to draft a behavior improvement plan ("Memorandum of Understanding"):

- Earning a second meeting for the same type of infraction
- Earning three (3) meetings in a calendar year
- Violating multiple policies involving the respect, health, or safety of others
- Violating a critical policy

Memorandums of Understanding remain active even after a year has passed. They do not expire.

Violating the terms of a Memorandum of Understanding are grounds for eviction.

Level 3 sanctions are not necessarily a "last strike" where any future infractions mean automatic eviction. Students may continue to receive Notices of Concern or conduct meetings for other conduct concerns as normal, provided they are Level 1 and Level 2 violations and that they do not violate the expectations of their Memorandum of Understanding.

#### **Level 4: Automatic Eviction**

Student Tenants will have their leases terminated and will be required to leave Housing if they meet the following conditions:

- A Memorandum of Understanding has been agreed upon and the tenant earns another Memorandum of Understanding
- The tenant violates the terms of a Memorandum of Understanding

**OR** if the Student Tenant is found responsible for any of the reasons for eviction as listed in the <u>Termination of the Lease</u> section of this Handbook.

# **Tenant Appeal Procedure**

# Submitting an Appeal

Tenants subject to eviction have the right to file an appeal. The tenant must put the request for appeal in writing and submit it to the Manager of Student Housing within three (3) business days of the issuance of the eviction notice. Appeals not in writing will not be heard. The appeal should consist of:

- A written account of the incident
- The reason for the appeal (include the specific complaint or grievance and the resolution sought)
- A statement discussing the effect of misconduct on the tenant
- A copy of the tenant's current class schedule to aid in scheduling a meeting time

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

# **Student Housing Advisory Committee**

The Student Housing Advisory Committee meets on an as-needed basis to serve as an advisory board concerned with Student Housing and to consider appeals of Student Housing eviction. The committee consists of two administrative, two staff, one faculty, and one student representative. Each committee member shall have a vote in the decisions made during committee meetings. The SKC Student Housing Department staff and the SKC Security Team Leader also attend meetings but do not have a vote in the decisions made.

If a member of the Student Housing Advisory Committee is closely associated personally or professionally with the Student Tenant appealing, that member may not hear the case and is expected to raise the issue of stepping down whenever any potential reason for disqualification becomes known.

# **Appeal Meeting Procedure**

Upon receiving a written appeal letter, the Manager of Student Housing will schedule an appeal meeting with the members of the Student Housing Advisory Committee. The Manager shall give notice of the time, date, and location of the meeting to the Student Tenant and the committee members. The tenant shall be contacted by phone and e-mail. The Manager will also submit all reports, documentation, and tenant appeal documents to the Student Housing Advisory Committee for review.

At least three (3) members of the committee must be present in order to hold an appeal meeting. If there are not at least three members present, the meeting must be rescheduled. The tenant will appear in person to speak on behalf of their appeal. The Student Tenant appearing before the committee may be accompanied by a student advocate or supporting individual.

The Student Housing Advisory Committee will take into consideration the present attitude and past disciplinary record of the tenant, reliability of the evidence against the tenant, as well as the nature of the offense and the severity of any damage, injury, or harm resulting from it. The committee will then make an impartial determination as to whether the original findings are upheld, overturned, or modified. The committee renders a decision by a majority vote of committee members present during the appeal meeting. The decision shall be put in writing and delivered to the tenant.

The decision of the SKC Housing Advisory Committee is final.

# **Meeting Outcomes**

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

Sanctions for violating the Housing Occupancy Rules and Regulations may include any one or more of the following:

# **Eviction Upheld**

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

# Disciplinary Conditions of Occupancy

The eviction order may be rescinded. The Student Tenant continues living in Student Housing and is subject to restrictions and/or conditions of occupancy.

# **Disciplinary Warning**

The eviction order may be rescinded and the Student Tenant is warned that further misconduct may result in eviction from Student Housing.

#### Restitution

The Student Tenant is required to make payment for damage to SKC or individual property.

# Other Sanctions

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

- The Student Tenant may be prohibited from attending campus events or organized activities.
- The Student Tenant may be required as a condition of current or future occupancy to attend and complete classes, programs, workshops, or counseling to manage specific behaviors such as drug or alcohol abuse and sexual offenses.

#### Not Responsible

The conviction decision is overturned and the Student Tenant is allowed to resume living in Housing without any additional restrictions or sanctions.

#### Failure to Appear

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

# **Moving Out**

# **Move-Out Checklist**

It is important that all Student Tenants follow move-out protocol. Failure to follow protocol may result in continued rent and utility charges, abandonment fees, removal/disposal of personal property, and disciplinary action.

# **Cleaning Your Unit**

Student Tenants are expected to clean their units until they are in similar or better condition as they were when the student moved in. **Tenants who leave units that require deep cleaning will incur cleaning fees.** Please make sure to pay special attention to the following expectations:

- Appliances must be wiped down, with no food residue left behind.
- Floors must be swept and mopped.
- Sinks, toilets, and showers/tubs should be clean.
- Wipe residue off of mirrors, faucets, and countertops.
- Dishes must be washed.
- All items belonging to the tenant must be removed from the Housing premises.
- All garbage, including animal waste if applicable, must be disposed of.

Students may request to borrow cleaning supplies from Housing.

# **Forwarding Address**

SKC Student Housing and the Business Office should be informed of the tenant's future mailing address ("forwarding address"), in order to send important information or to deliver refunds. Students must notify the Housing and Business Offices via e-mail. Family Housing tenants should notify the Ronan Post Office of their forwarding addresses so that they may forward any mail that comes for the tenant at their old address.

#### Keys

Keys are to be returned as part of the check-out process. Student Tenants may return keys to the Housing Office, or call Security to return keys after hours.

Tenants will be considered to be occupants of the space and charges will be accrued until keys are returned or until the unit is considered abandoned. Failure to turn in keys will result in replacement charges. Students who accidentally leave with their keys may call the Housing Office for help.

# **Mission Valley Power**

Upon moving out, the Student Tenant must contact Mission Valley Power to discontinue their contract and cancel future payments, or they will continue to be charged for utilities by Mission Valley Power.

# **Notifying Housing**

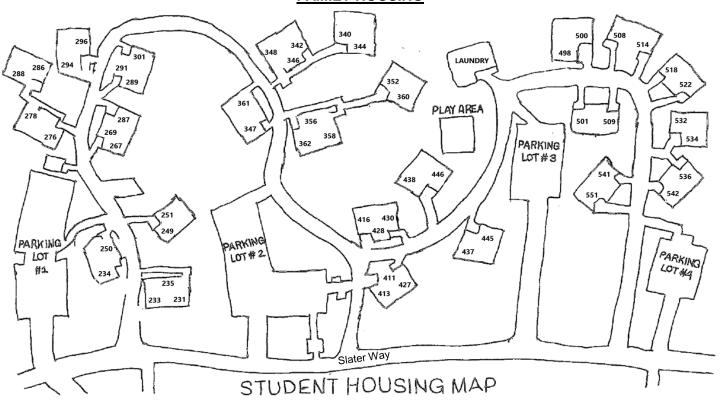
Written notices to Housing from Student Tenants should be provided via e-mail or printed and handed in in-person at the Housing Office.

# **Security Deposit**

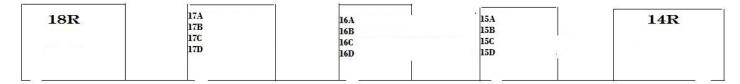
Student Tenants' security deposit will be used at the termination of the lease for any charges incurred. Upon moving out and satisfactory inspection, the remainder of the security deposit will be refunded. The SKC Business Office must be given a forwarding address for this purpose. If no forwarding address is provided or attempts toward returning the deposit are unsuccessful, the student must contact SKC within 90 days or the deposit is forfeited.

# <u>Maps</u>





# **DORMITORIES**



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