

# Salish Kootenai College

## Student Dormitory & 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.

**Primary Contact:**

**406-239-6267** Cell  
211 from any SKC Landline

**Alternative:**

**406-275-4751** Office  
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**.

<b>Tribal Police Emergency</b>	<b>933</b>
<b>Lake County Sheriff Dispatch</b>	<b>406-883-7301</b>
<b>Tribal Police Dispatch</b>	<b>406-675-4700</b>

#### SKC Student Housing Department

Offices are located in the Robert DePoe III Building.

**406-275-4827** or **406-275-4884**

**Email:** housing@skc.edu

#### SKC Business Office (Billing)

Offices are located in the Eneas BigKnife Building.

**406-275-4967**

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## Qualifying for Housing

**Eligibility:** To be eligible for SKC Student Housing:

- **Housing Assignments:** The Lefthand Dorms are designated for single full-time students, Honor Dorms for sophomores, juniors, and seniors who meet additional requirements (or special occupants designated by administration), and Hewankorn Family Housing units are reserved for full-time students (Student Tenants) and their immediate family.
- **Definition of Immediate Family:** “Immediate family” includes the spouse and children of the Head of Household, with exceptions granted on a case-by-case basis for adult family members who are also 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 18 years old at the time of lease signing, or the tenant must provide proof of the child’s high school enrollment.
- **Academic Requirements:** Student tenants must be full-time, degree-seeking students. If a tenant drops below full-time status, they must meet with housing staff to evaluate continued eligibility by the last day of classes or within two weeks of dropping below 12 credits for AA and BA programs or 9 credits for Masters programs.
- **Maximum Residency:** Tenants and immediate family members may reside in Housing for up to 150% of their program’s expected time of completion: two years for certificate programs, three years for associate programs, six years for bachelor programs, and three years for graduate programs.
- **Financial Standing:** To qualify for student housing, applicants and all household members listed on the lease must have no outstanding housing balances with SKC. If a household member on the lease has an outstanding balance, they must establish a payment plan to ensure the balance is actively and satisfactorily being paid off.
- **Responsibility of Head of Household:** The Head of Household is responsible for the behavior of all guests and household members. This includes payment of fines or completing any disciplinary requirements resulting from violations by household members or guests, up to and including eviction if necessary.
- **Employment Restrictions:** Student tenants, their partners/significant others, and other adult members on the lease may not work for SKC in any capacity other than as student workers. Any occupant who is employed by SKC in a non-student role must make other off-campus housing arrangements.
- **Previous Eviction:** Partners/significant others who have been evicted from SKC Student Housing are not eligible to live in SKC Housing or to be listed on a lease. (See the eviction section for further details.)

**SKC does not discriminate on the basis of race, ethnicity, national origin, sexual identification, gender, age, or disability, except as allowed by the Indian preference provision of the Civil Rights Act of 1964, as amended. Consistent with state and federal law, reasonable accommodation will be provided to persons with Disabilities. The SKC Director of Human Resources is responsible for coordinating the College’s compliance with federal and state discrimination and sexual harassment laws, including Title II, Title VI, Title IX, and Section 504. The following person has been designated to handle inquiries regarding the nondiscrimination policies:**

**Director, Human Resources  
58138 US Highway 93, Pablo, MT 59855  
(406) 275-4977**

## **Academic Standing**

Student tenants are expected to maintain full-time status with a course load of 12 credits or more. Student tenants in the Masters programs are expected to maintain full-time status with a course load of 9 credits 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. The student will provide evidence that they are working with Housing and other student support services on SKC campus to improve their academic standing to meet the standards of satisfactory academic progress in order to be eligible to reside in Student Housing.

In the event that a tenant must drop below full-time status or a 2.0 GPA, or is assigned Academic Suspension, that tenant must meet with Housing staff to evaluate Housing eligibility. \*Satisfactory academic progress for **Honor Hall** residents is defined as a **3.2 GPA**.

## **Criminal Charges**

Persons who have a criminal record involving a felony or repeated offenses must go through a review process with SKC Security, Care Team, 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 Care Team 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 fined \$25 per violation per person

and is subject to disciplinary action.

1-Bedroom Unit: 2 residents maximum

2-Bedroom Unit: 4 residents maximum

3-Bedroom Unit: 6 residents maximum

4-Bedroom Unit: 8 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 as soon as possible
- 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 contact the applicant with the highest points for the size of the unit. The applicant will have 7 days to present a receipt for deposit or make arrangements for the deposit. If the student is offered a housing unit, the student will need to ensure that the electricity is in their name prior to moving in date in order to claim and hold the unit. Failure to meet the security deposit deadline and MVP requirement 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 7 days before the start of classes. Student tenants may move in anytime once approved, 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 Monday following the last day of classes, 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.



### Family Housing

1. **Pay the security deposit, which is equal to 1 month's rent**, 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 Head of Household (as it appears on your lease) must be turned into the Housing Office.

3. Fill out all given forms at the time of lease signing.

4. **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. Tenants are responsible for installation fees. You will need your lease and ID.

### The Dorms

1. **Pay \$300 security deposit** to the SKC Business Office (located in the Eneas Big Knife Building).

2. Fill out all given forms at the time of lease signing.

3. **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 Rules and Regulations

### **Bikes**

The Dorms have bike racks outside for bike storage. Tenants of the Dorms **discouraged** storing 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. Dorm wifi is SKC-DORM with the password **dormwifi**. The Honor Hall wifi is SKC-guest with no password. Internet issues may be directed to SKC IT Department by submitting a Help Ticket at [Login - SKC Help Desk](#).

### **Laundry**

Laundry and dryers are available in the laundry facility for Family Housing tenants and on-site for Dorm tenants free of charge. 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 Dorm mailboxes and keys are issued through Ronan Post Office. Tenants are responsible for installation fees. The Post Office will need your lease and ID Dorm mailing addresses is when setting up your mailbox

<p><b><u>Family Housing Address</u></b>                  (Your First &amp; Last Name)                  (Unit #) Hewankorn Loop                  Ronan, MT 59864</p>	<p><b><u>Dorm Address</u></b>                  (Your First &amp; Last Name)                  Dorm # (room#)                  Pablo, MT 59855</p>
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**For mail delivered via FedEx or UPS, please use the following address below in order to pick up packages at the SKC Bookstore, located in the Robert DePoe III building:** SKC Bookstore will email students when their packages have arrived. \*If you are planning to receive perishable items please contact SKC Bookstore ahead of time.

<p><b><u>FedEx or UPS Package Deliveries</u></b>                  (Your First &amp; Last Name)                  Unit# <b>OR</b> Dorm#                  PO Box 70                  Pablo, MT 59855</p>
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**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 full 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.

**Prohibited Items**

Salish Kootenai College and Student Housing do not allow the use, influence, possession, or manufacture of:

**List of Prohibited Items Not Allowed in Housing or Dorms:**

Drugs	Drug/Alcohol Paraphernalia	Medical Marijuana
Alcohol	Smoking/Vaping Indoors	Drug/Alcohol Containers
Any Fire Hazard Items	Charcoal BBQs (Propane OK)	Fireworks
Hot Plates	Incense, Candles, Wax Melters	Explosives
Flammable Liquids	Flammable Liquids/Chemicals	Firearms/Weapons/Ammunition
Axes, Hatchets	Heaters with exposed elements	Toy Guns, BB Guns
Chainsaws	Duct tape/Nails/Screws	Pets (excluding ESAs)

## **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:

- Tenants must notify Housing via email (housing@skc.edu) if they plan to smudge in their unit (this notice need only be sent once).
- Tobacco and other plants may not be burned inside of SKC Housing.
- Care should be taken not to trigger smoke detectors; open windows to minimize smoke.
- It is illegal to disable or tamper with smoke detectors and other fire safety devices. If a tenant disables or tampers with a smoke detector, the tenant will be fined \$20 to their student account. **Do not cover smoke detectors.**
- Triggering the fire alarm multiple times will result in a meeting with the Director of Housing. **Falsely triggering the fire alarm in the Dorms, Housing, or Honor Hall will result in a \$200 fine to the students account.**
- 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 necessities may contact their RA to receive assistance. Tenants may check out the following items for **temporary use**, to be returned by the end of every Quarter (limited by availability):

Cleaning Supplies	Sports Equipment	Board Games	Cooking Utensils	Baking Utensils
<b>Plates, Bowls, Cups</b>	<b>Eating Utensils</b>	Pots/Pans	<b>Garbages bags</b>	Blankets/Pillows
<b>Laundry Soap</b>	<b>Hygiene Products</b>	Small Appliances	<b>Toiletries</b>	<b>Dish Soap</b>

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. Items in **BOLD** do not need to be returned.

**Switching/Changing Rooms**

Residents may request for a transfer to a different dorm within SKC Student Housing. Special circumstances will be reviewed by the SKC Housing Department Office for approval. Transfers are made throughout the year, but most commonly during the middle of the quarters. A \$50 non-refundable Dorm Transfer fee will be charged to the students account for dorm room transfers.

You are given seven (7) days to transfer into your new dorm. Keys must be turned in for the unit being vacated within that seven days or rent will be charged for each day in excess of the seven days until the keys are turned into the Housing Office.

Tenants wishing to transfer to another dorm will be obligated to follow all the check-out procedures in the dorm they currently live in which includes cleaning, removing trash, carpet cleaning, and returning keys. Please see checkout Procedures for more specific information. Please note that room switches are not guaranteed and will be made based on availability and rationale for the request.

**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.

**Rent Rate**

The deposit for Family Housing is equal to one month’s rent, based on the unit size you choose. Here are the monthly rent rates for different units:

<p style="text-align: center;"><b>Family Housing</b></p> <p>1 Bedroom Units: \$350/Month - Deposit \$350 - \$1,050/Quarter                  2 Bedroom Units: \$400/Month - Deposit \$400 - \$1,200/Quarter                  3 Bedroom Units: \$450/Month - Deposit \$450 - \$1,350/Quarter                  4 Bedroom Units: \$500/Month - Deposit \$500 - \$1,500/Quarter</p>	<p style="text-align: center;"><b>Dorms:</b></p> <p>Deposit \$300                  Standard POD: \$825/Quarter                  Private Bath: \$925/Quarter</p>
<p style="text-align: center;"><b>Winter &amp; Summer Break</b></p> <p>Family Housing tenants are charged rent regardless if they are <b>staying</b> or <b>leaving</b> for either break.</p>	<p style="text-align: center;"><b>Winter &amp; Summer Break</b></p> <p>Dorm tenants who <b>leave</b> campus for either break will <u>not</u> be charged rent. Dorm Tenants who <b>stay</b> on campus for either break <u>will</u> be charged rent.</p>
<p style="text-align: center;"><b>Dorm tenants who do not notify Housing of their break plans will be charged rent.</b>                  Please note that the security deposit is forfeited if the student has reserved the unit and then decides not to move in.</p>	

**Prorated Rent**

Prorated rent may be charged throughout a tenant’s stay within SKC Housing under specific circumstances, including early move-in, extended stay, and upon move-out. This policy outlines the calculation and application of prorated rent, as well as the application of financial aid payments towards Housing costs.

**1. Prorated Rent During Tenancy:**

- Prorated rent is applied when a tenant:
  - Moves in before the official lease start date.

- Establishes an agreement with Housing to stay beyond the lease end date.
- The daily rate for prorated rent is calculated by dividing the monthly rent by the number of days in the month. Tenants are charged this daily rate for each additional day the unit is occupied.

*Example Calculation:*

For a unit with a monthly rent of \$350:

$\$350 \div 30 \text{ days} = \$11.67 \text{ per day.}$

## 2. Prorated Rent Upon Move-Out:

- Rent will be prorated after the move-out inspection is complete, reflecting the actual number of days the unit was occupied during the month of move-out.
- Any damages, charges, or fines assessed upon move-out will be deducted from any prorated rent, security deposit, or other housing credits on the tenant's account.
- These deductions will be reflected in the tenant's final billing statement.

## 3. Application of Financial Aid to Housing Charges:

- If a Student Tenant receives financial aid that can be applied towards Housing, the Business Office will automatically apply the necessary amount to cover rent. If the amount of aid is less than the rent due, the full amount of aid will be applied towards the balance.
- Students should be aware that incoming financial aid payments may be reduced due to these deductions. For further clarification, students are encouraged to contact the Business Office.

## 4. Scope and Application:

- This policy applies to all tenants within SKC Housing, including Family Housing and other designated housing units.
- Prorated rent is applicable in any instance where occupancy extends beyond or begins before the established lease dates.

## Rent Due Information for Student Tenants

**Understanding Your Billing Cycle:** The rent billing cycle is based on the **fiscal year**, which starts in January and runs through December. This is different from the academic year, which starts in July and runs through June. Below are the details for how rent is charged and due.

### For Dorm Tenants:

- Rent is charged at the **beginning of each quarter** (Fall, Winter, Spring, Summer).
- Rent is due by the **last day** of each quarter:
  - **Fall Quarter (October, November, December):** Rent is due by the end of December.
  - **Winter Quarter (January, February, March):** Rent is due by the end of March.
  - **Spring Quarter (April, May, June):** Rent is due by the end of June.
  - **Summer Quarter (July, August, September):** Rent is due by the end of September.
- **Late payments:** Rent is considered late after the 7th of December, March, June, September. A **\$25 late fee** will be added to your account on the 8th of December, March, June, September if payment is missed.

### For Family Housing Tenants:

- You will be charged the **full amount for the quarter's rent** at the start of each quarter, and are required to pay in **monthly installments**.
- Rent is due on the **1st of each month**.
  - **Late payments:** Rent is considered late after the 7th of each month. A **\$25 late fee** will be added to your account on the 8th if payment is missed.

**Where to Pay:**

- You can view your bill anytime using your **JICS account**.
- Payments can be made in person at the **Business Office in the Big Knife Building**.

Remember, it's your responsibility to make payments on time. If you fall behind, you may need to meet with the Director of Housing to discuss your situation.

**IMPORTANT NOTICE**

If you receive financial aid, scholarships, or grants that can be used for housing, the Business Office will automatically apply it toward your rent and outstanding housing balance. If the aid covers the full amount, it will be fully paid. If the aid is less than the amount due, the full amount will be applied, and you will need to pay the remaining balance. This means your incoming financial aid, scholarships, or grants may be reduced for this reason. For more information, please contact the Business Office.

**Outstanding Balances and Payment Plans for Tenants**

**Outstanding Housing Balance:** Tenants within SKC Housing are **not allowed** to fall behind in rent by 2 months or have an outstanding balance equivalent to 2 months of rent. It is important to stay up-to-date with payments to keep your housing. If you fall behind in rent by 2 months or have an outstanding balance equivalent to 2 months of rent, you will receive a written warning (MOU), and be required to be on a Payment Plan. If you fall behind by 3 months, eviction proceedings will begin.

1. **Current Rent Payment:** The Tenant acknowledges that this payment plan is for the past due amounts and does not replace the obligation to pay the current month's rent in full.
2. **Payment Plan Requirement:** The Tenant agrees to adhere to the minimum payment requirement, which is set at **50%** of their monthly rent or a predetermined agreed upon amount between the tenant and Housing. The tenant can pay more than the agreed upon amount. The maximum length for any payment plan is 12 months. The first payment needs to be made within 30 days of the effective start date of the payment plan.
3. **Consistent Payments:** The Tenant agrees to make **consistent and consecutive payments** on the scheduled due dates. This means making each payment on time and in the correct amount. Failure to follow this schedule will result in a review of the Tenant's housing eligibility by the Housing Director and could lead to eviction.
4. **Late Payments:** The tenant will have a **7 day** grace period after the payment due date to make a payment in order for it to be considered "on time". A **\$25 late fee** will be added to your account on the 8th day if payment is not submitted.
5. **Failure to Comply:** If the Tenant fails to comply with the terms of this agreement, SKC Housing reserves the right to terminate this agreement, and initiate eviction proceedings.

*A copy of the payment receipt needs to be sent to Housing after each payment is made, (excluding payroll deduction).*

**Hardship Clause****1. Eligibility for Hardship Consideration**

In the event that the Tenant experiences a significant change in financial circumstances that impacts their ability to meet the terms of this payment plan, they may request for hardship consideration. Eligible circumstances include but are not limited to:

- Loss of primary income due to job termination
- Medical emergencies or severe health conditions

- Death or serious illness with an immediate family member
- Other unforeseen financial hardships that directly impact the Student Tenant's ability to pay rent and arrears

## 2. Notification and Documentation for Hardship

The Tenant must notify SKC Housing in writing within **7 days** of the onset of the financial hardship. The notification must include:

- A written explanation of the hardship and how it affects their ability to make payments
- Supporting documentation such as doctors note, termination of employment documentation, or other relevant evidence

SKC Housing will review the hardship eligibility within **14 days** after receiving all the necessary documents.

## 3. Temporary Adjustment of Payment Terms

Upon approval of hardship eligibility, the Tenant may be granted temporary adjustments to the payment plan for a period not exceeding **90 days**. Adjustments may include:

- A reduction in the minimum arrears payment amount which cannot be less than **25%** of their monthly rent
- Suspension of arrears payments, with the condition that current rent is still paid in full
- An extension of the payment plan term, not to exceed the original 12-month limit

## 4. Good Faith Requirement

During the hardship period, the Tenant is required to make good faith efforts to meet any reduced payment obligations and to work towards resolving the hardship. This may include seeking employment, alternative financial aid, or other means to improve their financial situation.

## 5. Re-Evaluation and Continuation

At the end of the 90-day hardship period, SKC Housing and the Tenant will re-evaluate the situation.

Based on this evaluation, SKC Housing may:

- Restore the original payment plan terms
- Provide an additional hardship extension of up to **60 days** in exceptional circumstances, provided the total payment plan duration does not exceed 12 months

## 6. Termination of Agreement for Non-Compliance

If the Tenant fails to communicate with SKC Housing, provide the necessary documentation, or make good faith efforts to resolve the hardship, SKC Housing reserves the right to terminate the hardship adjustments and revert to the original payment plan. Failure to comply with the reinstated payment terms will result in eviction.

## 7. Dispute Resolution

In the event of a disagreement over the terms of the hardship adjustments, the Tenant and SKC Housing agree to engage in mediation before proceeding with any consequences or actions, such as eviction. Mediation will be conducted by an SKC employee committee designated by Housing. The tenant can request an individual, employee, or student and that request will be taken into consideration by the chair. Mediation will occur within **15 days** of either party requesting mediation.

**This clause provides flexibility for students facing hardship while ensuring there are clear procedures and limits on how long adjustments can last. It also encourages communication and resolution without immediately resorting to eviction.**

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## Security Deposit

The Tenant pays a Security Deposit to the SKC Business Office to secure their unit and the Tenant's

compliance with all the conditions of the Dwelling Lease, Student Code of Conduct, and Housing Handbook. Tenant will forfeit all, or a portion, of this deposit if any of the following events occur:

- a. in the event TENANT has pre-paid the deposit and accepted the offer letter unit and subsequently cancels this assignment and this Lease Agreement; or
- b. if TENANT vacates the unit with unpaid rent or an outstanding housing balance still owing to Salish Kootenai College Housing Department; or
- c. if TENANT vacates the unit leaving the unit in a damaged state or needing substantial repairs and cleaning.

Upon termination of the tenancy, the Tenant shall return the unit to Salish Kootenai College in as good order, condition, and repair as when received; ordinary wear and tear excepted, and free of all Tenant's personal property, trash, and debris. Once the Tenant vacates the unit, the SKC Housing Department will inspect the unit and apply any cleaning, damage, or rent charges to Tenant's account. Once Tenant's account has been billed, the Security Deposit will be released to Tenant's account within thirty (30) days of Tenant's move out date. If monies are due to the Tenant they will be refunded through the Business Office. If the Security Deposit is insufficient to satisfy the damages, cleaning charges, or unpaid rent, Salish Kootenai College may collect any deficiency from Tenant and take proper legal action to recover such deficiency. Tenant will be responsible for any damages caused to the unit by Tenant or Tenant's family/pets/guests. 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.

### Winter Break

The SKC Student Housing Department requires that all Student Tenants notify the Department of their plans for Winter break, whether staying on campus or leaving. A tenant is considered to be "staying" if they remain in their unit three (3) days or more after Winter break begins, or return to Housing three (3) days or more before Winter break ends (unless otherwise discussed with the Housing Manager). **All tenants must complete the Winter Break Occupancy Form and return it to the Housing Office no later than week 10 fo Fall Quarter.**

Please note:

- Dorm tenants who leave campus for Winter break will not be charged rent. Those who stay will be charged. Tenants who do not notify Housing of their plans will be charged for rent.
- Family Housing tenants will be charged normal rent, regardless if staying or going.
- **All tenants must set thermostats to 60 degrees or higher to prevent pipes from freezing and breaking.**
- Tenants are responsible for keeping track of their keys and fobs when they are away from campus. Lost keys or fobs will result in charges. The Student Housing Office will hold keys and fobs upon request; tenants must contact the Housing Office or SKC Security to receive keys held for them upon return.
- All Housing rules and regulations apply during break periods.

### Summer Break

#### **Dorm Tenants**

The SKC Student Housing Department requires that all students notify the Department of their plans for Summer, whether staying on campus or leaving. SKC Dormitories are rented out during the Summer Months. **Tenants must complete the Summer Break Dorm Plan form** and return it to the Housing Office no later than **week 5 of Spring Quarter.** Dorm tenants will be charged full rent during



Summer Break if they plan to **stay** on campus **OR** if they leave their belongings in their dorm. Dorm Tenants who **leave** campus **AND** take all their belongings will **NOT** be charged rent. **Students leaving for the Summer will have until the first Sunday after the last day of school to move-out. Dorm inspection will be done the first Monday after the last day of school. If your belongings are still in your dorm room but you have left for the Summer, you will be charged full rent.**

**In order to qualify for Summer Occupancy**, you have to be in an SKC Internship, working in the area, or taking Summer Courses. Tenants staying for Summer must pre-register for the upcoming Fall quarter and pay all outstanding Housing charges; the student account balance for Student Housing must be at zero as of **June 1**.

### **Family Housing Tenants**

The SKC Student Housing Department requires that all students notify the Department of their plans for Summer, whether staying on campus or leaving. **Tenants who intend to stay in campus housing during Summer break must complete this form** and return it to the Housing Office no later than **May 5**. Family Housing tenants will be charged their usual monthly rate. **Students leaving for the Summer will have until the end of June to move-out. Housing inspection will be done July 1st. If your belongings are still in your unit, you will be charged full rent until all your belongings are out of your unit.**

Family Housing tenants should also contact Mission Valley Power to halt utility payments if they are leaving for Summer.

## **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 nonpayment, SKC shall back charge 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 emailed 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 email 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.

SKC housing is not responsible for any lost or stolen items.

\*It is suggested that tenant purchase renters insurance to cover lost/stolen/damaged personal items from units and automotive. (Renters insurance coverage starts around \$12/month) Common renters insurance State Farm, AllState, and Geico.

#### **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.

## 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 will receive a littering fine \$20 to their student accounts by Housing 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. This will help prevent bears from getting into the garbage.

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

**\*Please be bear aware when disposing of garbage outside of units. Addressed below.**

### 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 three (3) nights within a 14-day period not to exceed 15 days during any quarter. Exceptions may be made on a case-by-case basis in

conversation with the Director of Housing. 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.

## **Pets**

Animals on Campus:

The only animals permitted in SKC Housing are approved Service Animals and Emotional Support Animals (ESAs) that have been authorized by both Disability Services and the Director of Student Housing. No other pets are allowed. Each approved ESA will incur a **one-time \$50** charge per animal per unit. Unauthorized pets may result in the forfeiture of the entire damage deposit and a **\$10 daily fine for unapproved animals** residing in the unit or dorms, and/or eviction through the Student Conduct Code process.

Student tenants must contact Disability Services to complete the verification process before bringing their animal to the Housing facility. Tenants are limited to one (1) animal per household, unless otherwise required under the Americans with Disabilities Act (ADA) or if additional approval and documentation are filed with both Disability Services and the Housing Office.

For a Student tenant or registered family member to have an **ESA** in SKC Housing, they must:

- Register with Disability Services
- Have a documented disability as defined by the ADA or documented need from the occupants primary medical provider
- 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 **Application for an Animal on Campus** (available on the Housing website)
- The tenant's complete **Animal Registration Form** (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

## **Rules for an ESA or Service Animal in SKC Student Housing:**

Please note that SKC policy requires that an ESA or Service Animal be older than nine (9) months and fully housebroken; "puppy pads" are not permitted.

Requiring ESAs and Service Animals to be leashed and under their owners' control at all times outdoors is crucial for several reasons:

1. **Safety for All:** Leashing ensures the animal's safety, preventing it from running into dangerous situations, such as traffic or encounters with other animals. It also protects other individuals,

including those who may be uncomfortable or fearful of animals.

2. **Minimizing Disruptions:** When animals are under control, they are less likely to engage in behaviors like excessive barking or running up to strangers, which could cause disturbances or alarm.
3. **Reducing Risks of Conflict:** Keeping ESAs and Service Animals leashed helps avoid potential conflicts with other animals, especially those that may be aggressive or territorial.
4. **Protecting Campus Community and Environment:** A controlled animal minimizes the risk of property damage or accidental harm to others, creating a respectful and harmonious environment for all residents.

Unleashed animals pose risks to the campus community and may disrupt the living environment. To reinforce this requirement, an **ESA violation fine of \$25** will be imposed on owners who allow their animals to roam off-leash. This encourages responsible pet ownership and ensures compliance with SKC Housing policies.

In Dorms, an ESA or Service Animal may not occupy the shared living spaces unsupervised. The animal must remain in the occupants private space (room) when the occupant is not present.

The ESA or Service Animal must leave campus with the owner anytime the owner leaves overnight and/or during breaks.

SKC Housing Tenants with an ESA or Service Animal are responsible for the behavior and wellbeing of their animals. They may not be disruptive to the community (examples: barking or aggressive behavior) or pose a health or safety hazard to others. Damages caused by ESA or Service Animal will be charged to their respective tenants. All waste must be cleaned up and disposed of immediately and appropriately.

Housing may revoke an ESA's approval if the animal proves to be unduly destructive, disruptive, 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 the proper authorities.

Full details and information are available in the [Animals on Campus](#) procedure document. To receive a copy, you can email either; [disability\\_services@skc.edu](mailto:disability_services@skc.edu).

### **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.

### **Dorm 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.

Pod living rooms and kitchens are shared by everyone living in the pod; therefore, it is everyone's responsibility to clean up after themselves. It is each tenant's responsibility to ensure common area/ shared spaces are always clean and organized so all tenants are comfortable with common area use. Be respectful of the space and do not overpopulate storage areas so others can use it as well.

### **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.
  - 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 notified naming outside item(s) to be removed. The Tenant will have 3 days to remove the items listed. If SKC Housing has to remove any

items after the 3rd day, there will be a minimum of \$25.00 charge assessed to the tenant's account. Items that are collected are disposed of.

You are also responsible to make certain your children do not dig in the lawns or climb on trees and shrubs. If you or your child is caught destroying the sprinkler or is found destroying SKC property, the Head Of Household will be charged a \$150.00 fine and the cost to replace the damaged item.

## **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.

**Maintenance**

**PLEASE REPORT IMMEDIATELY**

For your safety, health, and well-being, please report the following to Student Housing immediately: In an emergency, please call 911 first and Campus Security second.

<ul style="list-style-type: none"> <li>● Fire damage</li> <li>● Discharged fire extinguishers</li> <li>● Mold or mildew</li> <li>● Unattended/uncontained garbage or other sanitation issues</li> <li>● Lost keys</li> </ul>	<ul style="list-style-type: none"> <li>● Leaks, floods, or other water damage</li> <li>● Pests (including mice, ants, flies/gnats, and termites) inside Housing units</li> <li>● Malfunctioning laundry facilities</li> </ul>	<ul style="list-style-type: none"> <li>● Acts of violence, domestic violence, harassment, stalking, child endangerment, or assault</li> <li>● Broken or non-functioning doors, windows, or locks</li> <li>● Malfunctioning smoke detectors</li> </ul>
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**Care of College Property Policy**

All student tenants are responsible for maintaining college-owned dorms and housing units, as well as associated equipment and furnishings, in good and clean condition. Tenants must exercise reasonable care to prevent hazardous health, safety, or sanitary conditions within their lease. The following guidelines outline some of the responsibilities of student tenants regarding the maintenance of their units: Adhering to these guidelines helps ensure a safe and pleasant living environment for all residents.

- **Repair Notifications:** Tenants must promptly notify the Housing Department of any necessary repairs or unsafe conditions that may lead to injury or damage.
- **Property Maintenance:** Except for normal wear and tear, tenants are prohibited from destroying, defacing, damaging, repairing, painting, or removing any part of the premises, nor may they permit others to do so.
- **Hot Water Heater:** Tenants must not adjust the hot water heater; any required adjustments should be directed to the Housing Department.
- **Plumbing Awareness:** Tenants should be aware of the shut-off valves on all water sources and keep a plunger accessible by each toilet.
- **Proper Disposal:** Baby wipes, flushable wipes, menstrual products, and paper towels must not be flushed.
- **Floor Care:** Waxing of floors is not permitted.
- **Door Mechanisms:** Tenants must not tamper with or obstruct door magnets or locks.
- **Air Conditioning Units:** Family Housing tenants are responsible for providing their own window air conditioning units. Housing staff will install or remove these units for a fee of \$20 each. Installations are permitted only during the spring and summer months, specifically from April 1st to August 31st. Air conditioning units will only be removed during the month of September or when a tenant vacates the unit.

### **Damages and Repairs Policy**

Tenants are required to report any maintenance issues to the housing office via email, in person, or by using the maintenance request form available on the housing website. Tenants residing in the dorms may also report issues to a Resident Advisor (RA). In emergency situations, it is imperative to contact Security immediately.

Damage to a unit resulting from a student tenant's failure to report health, safety, or sanitary issues in a timely manner will be classified as tenant damage. Tenants will be held financially responsible for any damages, lost property, or additional services or repairs required due to accident, neglect, or intentional actions.

Charges for damages, repairs, and/or replacement of items within the dorm or family housing unit will be assessed at the discretion of housing staff. The cost of damages may range from **\$10 to \$2,000**, depending on the severity of the damage. This cost will include all associated shipping, handling, and labor expenses necessary for repairs or replacements.

### **Entry and Inspections**

In order to uphold health and safety standards or respond to emergencies, it may be necessary for staff members to enter a unit when the tenant is not present.

Salish Kootenai College reserves the right to access a student's living space under various circumstances, including but not limited to:

- Ensuring the occupant's safety and well-being
- Conducting property inspections
- Locating missing furnishings
- Implementing improvements or repairs
- Managing the space in the event of an epidemic or emergency
- Facilitating evacuation during fire drills
- Conducting routine safety inspections, preventative maintenance, or pest control
- Investigating suspected violations of institutional policies related to alcohol, drugs, or weapons
- Removing unauthorized animals
- Allowing entry by law enforcement officers with a warrant
- Showing the space to inspectors, fire marshals, appraisers, or others with legitimate reasons for entry
- Establishing probable cause for potential violations of SKC policies

As a result of these considerations, student tenants will be subject to regular monthly inspections, as well as occasional inspections as deemed necessary. While SKC recognizes and respects the right to privacy of all tenants residing in student housing, it also retains the right to inspect its property at any time to ensure compliance with policies and regulations.

### **Inspection Procedure**

Student tenants are responsible for maintaining a sanitary and safe environment within their housing units. Inspections are conducted to ensure compliance with health and safety standards and to identify any policy violations.

The SKC Housing Department will provide advance written notice to student tenants regarding the date and purpose of each inspection, except in emergency situations where immediate access is necessary. Student tenants are required to allow SKC employees or authorized representatives entry into their units for inspection, maintenance, or repair purposes. Denying access constitutes non-compliance with housing policies and may result in disciplinary action, up to and including

eviction.

If an entry occurs while the tenant is absent, a written notice will be left on the tenant's door clip, room door, or desk, specifying who was present and the purpose of the entry.

Following inspections, any identified violations or damages will be assessed, and related charges will be added to the tenant's student account. SKC reserves the right to clean any unit that does not meet standards and will charge the tenant for this service. Tenants may dispute any charges they believe to be unfair or incorrect by submitting a written appeal within ten (10) days of receiving the notice.

If a unit fails to meet health and safety standards, tenants will receive a written Notice of Concern outlining the necessary corrective actions and a specified timeframe for completion. A follow-up inspection will be scheduled to ensure compliance. Failure to address these issues or to pass future inspections may lead to further disciplinary action.

### **Inspection Standards**

All housing units are required to meet the standards outlined in the Housing Handbook, as well as adhere to the following safety and sanitation guidelines:

- Food must be stored in sealed containers.
- Rotted or moldy food, and any food waste, must be promptly disposed of.
- Pest infestation, including the presence of live or dead pests, droppings, or property damage caused by pests, violates sanitation standards. Exceptions are made if the tenant is actively working with Housing to address the issue at the time of inspection.
- Appliances must be kept clean and in proper working order.
- During colder months, thermostats should not be set below 60 degrees to prevent pipes from freezing and breaking.
- Baseboard heaters must remain free from obstruction and clutter.
- Floors should be clear of debris, with accessible pathways to all doors and exits.
- Common areas, including bathrooms, kitchens, and living rooms, must be maintained in a neat and clean condition. All unit residents share responsibility for maintaining these spaces.
- Hanging items from sprinkler heads or fire alarms is strictly prohibited.
- Possession of prohibited items will be documented.
- Family Housing porches must be kept free of debris, garbage, and excessive clutter.

Mandatory inspections for cleanliness, health, and safety issues will occur twice per quarter in Dorm units, covering both common areas and individual rooms within each Pod. Family Housing will undergo inspections once each quarter, with random or necessary entries conducted as needed.

### **Windows and Screens**

Window screens are an essential component of all operable windows in student housing. These screens are designed to keep insects out, allow fresh air in, and support building ventilation. Screens must remain intact and in place, as they are not intended to serve as safety devices.

Screens should not be removed from windows except in the case of an emergency. Exiting through a window is only acceptable when absolutely necessary due to an emergency situation. Windows that open with a crank should remain closed during high winds to prevent damage.

Any damage to windows or screens will result in charges to the student tenant's account. Air conditioning units must receive prior approval from the SKC Housing Department, and a work request must be submitted before installation.

## Safety

### Firearms and Fire Hazards

Firearms, including guns, bows, and ammunition, are strictly prohibited in the Dorms and Family Housing. Additionally, all types of handguns, pellet or B.B. guns, paintball guns, wrist rockets, slingshots, blow guns, toy guns (such as NERF guns), and any self-propelling devices are not permitted.

To minimize fire risk and ensure the safety of residents and their property, the following items and activities are considered fire hazards and are prohibited in the Dorms and Family Housing:

- **Charcoal BBQs** (Propane BBQs are permitted; however, they must always be supervised, positioned at least 3 feet away from the building while in use, and fully turned off and disconnected when not in use.)
- **Fireworks** of any kind
- **Candles** (regardless of wick), **incense**, candle warmers, and wax melters
- **Hot plates**
- **Explosive materials or devices**, including anything flammable, toxic, or dangerous (such as camping fuel)
- **Flammable liquids or chemicals**
- **Liquid fuel appliances and combustion engines**
- **Heaters** with exposed heating elements
- “Chaining” or connecting multiple extension cords or power strips together

All plumbing, electrical, or gas-burning equipment should be used strictly for its intended purpose.

Open flames or any form of burning are strictly prohibited in all Student Housing facilities.

Please contact the Housing Office for further clarification or questions regarding fire safety policies.

### Fire Safety & Equipment

All fire alarms must be taken seriously, and all students are required to respond appropriately when an alarm is activated. Any misuse of fire equipment, including starting fires, triggering false alarms, failing to evacuate, or obstructing the evacuation of others, will result in disciplinary actions and may lead to criminal charges. Fire safety equipment includes, but is not limited to, smoke and heat detectors, sprinkler heads, fire extinguishers, pull stations, alarm panels, and exterior doors.

**Tampering with, disabling, covering, or blocking smoke detectors or other fire safety equipment is a violation of federal law.**

Fire drills are conducted at least once per quarter to ensure residents understand the correct evacuation procedures. All individuals present in a Housing facility must evacuate when a fire alarm sounds, regardless of whether an emergency is apparent.

### In Case of Fire

Residents should follow the designated evacuation procedures posted in all units. Please observe the following guidelines:

- Familiarize yourself with the locations of emergency exits, alternative escape routes, fire extinguishers, and alarms.
- Evacuate the building promptly and gather at the designated evacuation assembly area away from the building.
- Do not re-enter the building until an official gives specific permission to do so.
- Intentionally creating a false alarm is a serious offense. Violators will face disciplinary actions from the college, as well as potential sanctions from the City Fire Department.

If you discover an active fire, immediately call 911 and activate the fire alarm. Residents should not attempt to fight the fire themselves.

For any questions or further information on fire safety policies, contact the Housing Department.

### **FOBs, Keys and Access Policies**

Unauthorized possession, duplication, or use of keys, fobs, or SKC IDs for any College facility, as well as unauthorized entry or access, is strictly prohibited. Keys, fobs, and SKC IDs must remain with the individual to whom they are issued and may not be shared or used by others. Lending keys to unauthorized persons is expressly forbidden.

Students are responsible for the upkeep of their keys. Do not mark, alter, or deface any keys. Duplication of keys by anyone other than authorized SKC personnel is not permitted. If you require a duplicate key, please contact the SKC Student Housing Department.

### **Locked Out?**

If you find yourself locked out, contact SKC Security or Student Housing for assistance. For your protection, you will need to present identification before regaining access. Should a key fob become non-functional, bring it to the Housing Department for a replacement. Do not attempt to force entry into your unit; any damage or costs incurred from attempts to break in will be the responsibility of the student tenant.

### **Lost Keys**

Report lost keys immediately to the Student Housing Department. A lost key will necessitate a lock change, with associated costs charged to the tenant. The replacement fee for lost unit keys is \$110.00, and the fee for a lost fob is \$45.00, both charged to the student's account.

### **Missing Student Notification**

Anyone who suspects a housing occupant may be missing should notify SKC Security immediately. Security will conduct a prompt investigation and will notify local law enforcement if the individual has been missing for 24 hours or sooner if warranted. Students aged 18 and over may designate an emergency contact to be notified within 24 hours in the event they are reported missing. This designation will remain until the student updates or revokes it. For students under 18, Security will notify a custodial parent or guardian within 24 hours of the report.

### **RAVE Emergency Notification System**

Salish Kootenai College uses the Rave Alert emergency notification system to provide students with timely alerts related to emergencies or school closures. This system sends notifications via text, voice, and email. To sign up or manage your information, visit [Rave Alert](#). Please ensure your contact information is up-to-date.

### **Reporting Suspicious Behavior or Violations**

If you observe behaviors or individuals that may pose a threat, you may file an anonymous report with SKC Security. The 'incident report form' is available on the Housing website.

For any questions or assistance regarding these policies, please contact the SKC Student Housing Department.

### **Safety Practices for SKC Student Dorms and Housing**

Access to SKC Student Dorm and Housing facilities is restricted to student tenants, authorized staff members, and hosted guests. For the safety of all residents, student tenants are strictly prohibited from propping open exterior doors or allowing entry to unknown individuals. All personal security concerns should be reported promptly to SKC Student Housing.

To maintain a safe environment, SKC Security advises the following safety practices:

- Always lock your room and Pod doors.
- Walk with a trusted friend and stay in well-lit areas after dark.
- Keep windows closed and locked when you are asleep or away.
- Report any suspicious individuals or activities immediately.
- Lock your car doors at all times.
- Contact SKC Security if you need an escort.
- Keep valuables out of plain sight.
- Report any malfunctioning locks on doors or windows to SKC Housing right away.
- Do not unlock the door for anyone who cannot adequately identify themselves.

Each student tenant is responsible for understanding and following the policies and procedures established to promote safety and security. Please be aware that SKC is not liable for theft or damage to personal property. For any further questions or assistance, do not hesitate to reach out to SKC Housing or Security.

### **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.

### **SKC Housing Vehicle and Parking Regulations**

All students residing in SKC Housing are required to obtain a **parking permit**, which must be visibly displayed on their vehicle at all times. Permits are available through the SKC Security Office or by contacting SKC Security via call or text at 406-239-6267. Permits must be renewed annually, and students have 30 days from their move-in date to obtain one. Violations of parking regulations, including parking without a permit, will result in a fine structure as follows:

- **First offense:** \$20
- **Second offense:** \$30
- **Third offense:** \$50

After a third offense, the vehicle will be towed at the owner's expense. Additionally, any further violations of parking regulations will result in a \$100 fine assessed by SKC Housing or SKC Security.

### **Parking and Driving Restrictions**

- No driving or parking is allowed on lawns or non-paved areas. Vehicles are strictly prohibited from parking in fire lanes, on lawns, or on walkways. Students may request permission from SKC Security to use fire lanes for move-in or move-out purposes only. Violations of Fire Lane parking regulations will result in a \$100 fine charged to the student account, enforced by Campus Security
- Handicap parking is reserved exclusively for individuals with a valid handicap permit. Violations of handicap parking regulations will result in a \$100 fine charged to the student account, enforced by Campus Security.

### **Vehicle Condition Requirements**

All vehicles must be in running order, defined as mechanically sound, street legal, and drivable. Vehicles that remain inoperable for over 30 days must be removed by the student tenant, or they will be considered abandoned, fined \$50 by SKC Housing, and towed at the owner's expense.

### **Vehicle Maintenance Restrictions**

Vehicle washing and any form of mechanical work are not allowed on SKC Housing premises. Any discharge or leaks from a student tenant's vehicle must be cleaned up by the tenant, and they are responsible for any associated costs.

Failure to comply with these regulations, including refusal to remove a vehicle upon request, will result in the vehicle's removal and disposal at the student tenant's expense. Additional details and regulations can be found in the *Moving In* section of this handbook.

Please contact the SKC Security Office for further assistance or clarification regarding these policies.

### **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:**

[Living With Wildlife | Montana FWP \(mt.gov\)](https://www.mt.gov/Departments/Fish-and-Wildlife/Living-With-Wildlife)

## **Legal**

### **Abandonment (Student not present for two weeks without notice will result in loss of lease)**

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

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 Director of Housing. A \$100 non-refundable HOH transfer fee will be assessed and charged to the current HOH's student account when changing the Head of Household. 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/rent must be up to date or paid up to date prior to changing the Head of Household. The lease length of stay will 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)
- Manufacture, sale, or distribution of alcohol, illegal drugs, or medical marijuana on SKC campus
- Second occurrence possession, use or influence of drug paraphernalia or alcohol (containers).
- Failure to maintain satisfactory academic standing, including withdrawal from SKC
- Earning eviction through the Lease Violation Disciplinary System
- 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
- Abandonment
- Failure to pay rent by 3 months or have an outstanding balance equivalent to 3 months of rent.
- Failure to pay utilities for 2 or more months
- Excessive damage/vandalism to unit or SKC property
- Firearms or ammunition of any type on premises
- Possession of explosives or other weapons
- 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. There will be a one year ineligibility for student housing for any academic evictions. **Tenants always have the right to appeal an eviction to the SKC Care Team, except** in cases where the tenant has violated a Memorandum of Understanding (MOU), 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 safety protocol. The CARES 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 Director of Housing.

This Disciplinary System is designed to provide student tenants the 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 Director of Housing (Level 2), the Director of Housing will investigate the incident. The Director of Housing 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 judgment 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 three (3) business days 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 Director of Housing, based on the tenant’s previous history, needs, and circumstances.

This list does not cover every type of infraction.

<p><b><u>Level 1: Verbal Warning / Notice of Concern</u></b></p>	<p><b><u>Level 3: Memorandum of Understanding</u></b></p>
<ul style="list-style-type: none"> <li>· Quiet Hours violation</li> <li>· Animal off-leash</li> <li>· Excessive clutter</li> <li>· Possession of candles, incense, or wax melters, charcoal BBQs, hot plates, or heaters with exposed heating elements</li> <li>· Possession of toy guns such as NERF guns</li> <li>· Aquarium in unit</li> <li>· Duct tape or large screws in walls</li> <li>· “Chaining” of extension cords</li> <li>· Hanging items from sprinkler heads or fire equipment</li> <li>· Dorm guests after hours</li> <li>· Failure to return community Dorm furniture to its place</li> <li>· Sports/skating/throwing items in hallways of Dorm</li> <li>· Improper bike storage/items in Dorm halls</li> <li>· Driving on Fire Lanes</li> <li>· Long-term guests or unlisted tenants</li> <li>· Lending keys to non-tenants</li> <li>· Abandoned/non-functioning vehicles</li> <li>· Missing mandatory meeting</li> <li>· Washing vehicles or maintenance work</li> <li>· Failure to maintain cleanliness of the unit.</li> </ul>	<ul style="list-style-type: none"> <li>· Earning a second Level 2 meeting for the same or different type of infraction</li> <li>· Dropping below 12 units or 2.0 GPA</li> <li>· Tampering with/covering/blocking/disabling smoke detectors</li> <li>· Failure to pay rent after the 7th day grace period</li> <li>- Failure to pay utilities leading to a the first disconnect notice</li> <li>- Failure to pay all outstanding housing balances</li> <li>· First occurrence Possession, use or influence of drug paraphernalia or alcohol (containers).*level of severity might dictate in level 4 four action</li> <li>· Unauthorized key duplication</li> <li>· Feeding wild animals or stray dogs</li> <li>· Approaching bears or moose</li> <li>· Possession or use of fireworks</li> <li>· Smoking or vaping indoors</li> <li>· Possession of empty/souvenir shot glasses or beer mugs (without evidence of alcoholic use or intent to use)</li> <li>· Damage to unit resulting from failure to report health, safety, or maintenance concern</li> <li>· Burning or bonfires</li> <li>· Noncompliance</li> <li>· Fighting Behavior</li> </ul>

**Level 2: Meeting with Director of Housing**

- Earning a second Level 1 warning for different/different types of infraction within a calendar year
- Failure to pick up animal waste
- Failure to report serious maintenance or health issues
- Disorderly or disruptive conduct
- Obscene or offensive decorations
- Unregistered pets
- Storage or scraping of animal hides
- Improper storage of trash
- Repeated clogging of plumbing
- Excessive mess in unit/Pest infestation
- Excessive mess in common spaces (eg laundry or Dorm commons)
- Intentional damage of doors/windows/window screens
- Behaving disrespectfully towards SKC staff or police/first responders
- Triggering smoke alarm in a way that impacts community (e.g., evacuation, quiet hours disturbance, or first responders)
- Vehicles such as snowmobiles, motorcycles, go-karts, or 4 wheelers

**Level 4: Eviction Notice**

- Violation of a Memorandum of Understanding
- Earning two Memorandums of Understanding, either for the same/different types of infraction
- Vandalism or excessive damage to SKC property
- Manufacture, sale, or distribution of alcohol, illegal drugs, or medical marijuana on SKC campus
- Second occurrence Possession, use or influence of drug paraphernalia or alcohol (containers).
- 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/endangerment
- Criminal activity or convictions while residing in Housing
- Attacking or killing bats, deer, or other wildlife
- Non-behavior
- Firearms, weapons, or ammunition on premises
- Possession of explosives
- Allowing guests with violent or sexual offender status
- Failure to disclose a tenant or household member's felony conviction or violent or sexual offender status
- Failure to comply with the Payment Plan agreement
- If your electricity gets disconnected from MVP for the 2nd time within a 1 year period and your bill defaults into SKC name.
- If you are 3 or months behind in rent or have an outstanding balance that is equivalent to 3 months of rent.
- Failure to pay utilities leading to a the second disconnect notice
- Failure to pay all outstanding housing balances

**Levels of Disciplinary Action****Level 1: Conduct Warning**

Conduct 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 conduct warnings for low-level infractions.

Students are allowed one (1) conduct warnings per type of infraction, or two (2) conduct warnings total, per calendar year before the level increases.

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

**Level 2: Conduct Meeting**

A conduct meeting with the Director of Housing is NOT automatically an indication of guilt. The purpose of conducting a meeting with the Director of Housing 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 conduct meeting and asked to schedule with the Director of Housing 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 one (1) conduct meeting per type of infraction, or two (2) conduct meetings total, per calendar year before the level increases.

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

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

Please note that meetings with the Director of Housing are only considered as a sanction if the Director of Housing finds the student tenant Responsible for the alleged conduct.

Meetings will be documented with email 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 Director of Housing 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 Director of Housing to draft a behavior improvement plan (“Memorandum of Understanding”):

- Earning a second meeting for the same type of infraction
- Earning two (2) conduct meetings in a calendar year
- Violating multiple policies involving the respect, health, or safety of others
- Violating a critical policy
- Vice President of Enrollment Management and Student Affairs disciplinary decisions and MOUs take precedence

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

Termination of the Lease section of this Handbook.

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. Academic eviction is one year ineligibility for Student Housing.

## **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 Director 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 Care Team**

The Student Housing Care Team 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 care team consists of 3-6 student service support staff led by the Center Prevention and Wellness Director (e.g. Housing Director, Disability Services Coordinator, DAS Success Coach). Each committee member shall have a vote in the decisions made during committee meetings.

If a member of the Care Team 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 Director of Student Housing will schedule an appeal meeting with the members of the Care Team. The Director shall give notice of the time, date, and location of the meeting to the student tenant and the Care Team. The tenant shall be contacted by phone and email. The director will also submit all reports, documentation, and tenant appeal documents to the Care Team for review.

At least three (3) members of the Care Team 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 Care Team may be accompanied by a student advocate or supporting individual.

The Care Team 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 Care Team 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 Care Team present during the appeal meeting. The decision shall be put in writing and delivered to the tenant.

The decision of the SKC Housing Care Team 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 on campus 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.

## **Remaining in Housing after eviction**

If a student tenant was evicted they may still reside in student housing under the following circumstances: Academic eviction if they are transferring the head of household to an individual that is on the current lease and is a full-time student. **Failure to Appear**

A student tenant who fails to appear for the scheduled appeal meeting with the Care Team, after being given proper notice of the time and place of the hearing, is considered to have waived the right to be heard. The Care Team accepts the eviction.



## Moving Out

### **Move-Out Checklist**

It is important that all student tenants follow the 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 email. 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 hour

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**

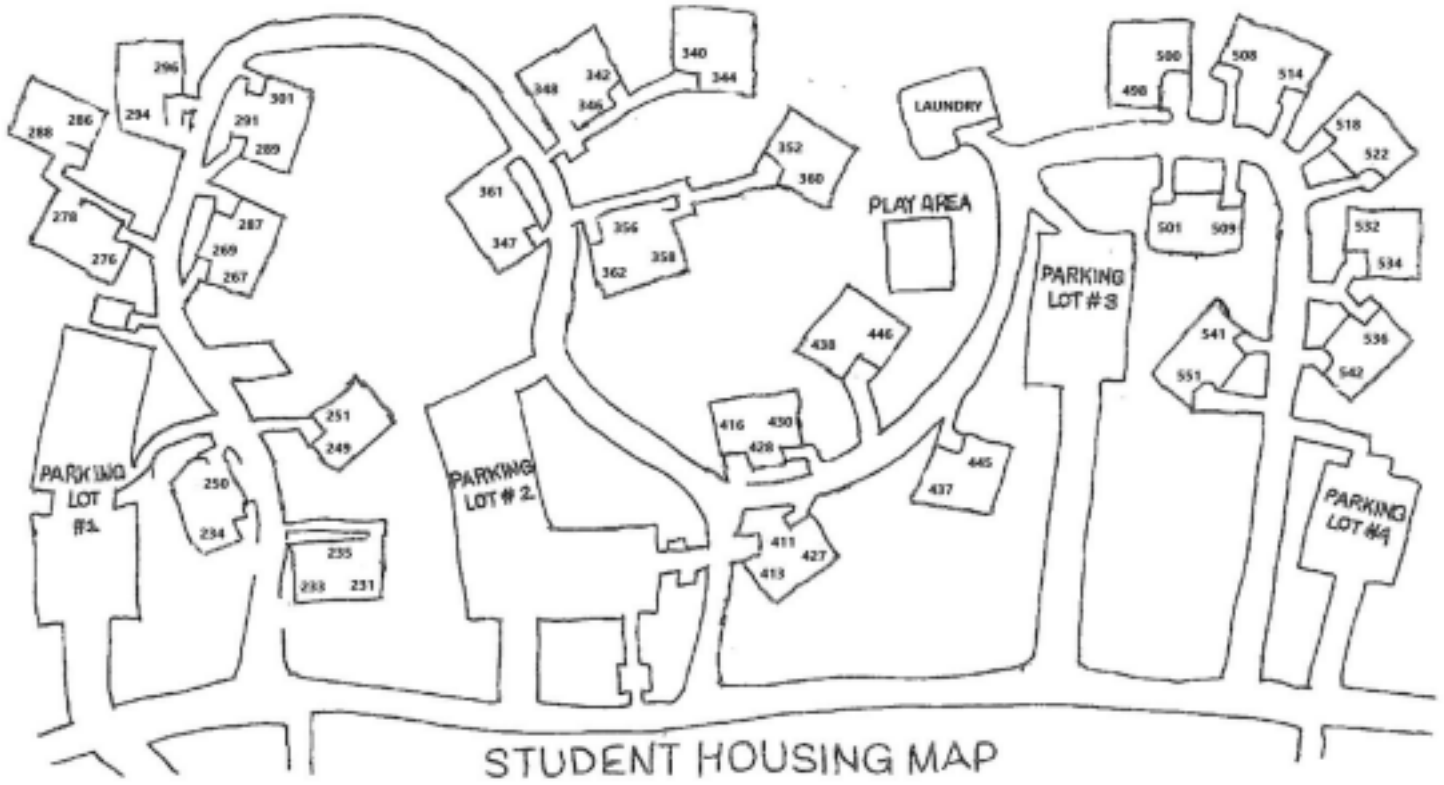
Written notices to Housing from student tenants should be provided via e-mail or printed and handed in in-person at the housing office.

### **Security Deposit**

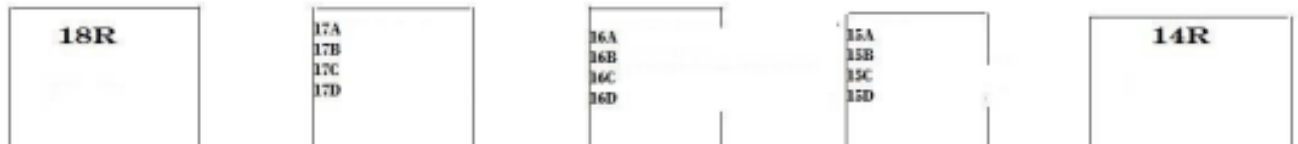
Student tenants' security deposit will be used at the termination of the lease for any charges incurred. Upon moving out and satisfactory inspection, the remainder of the security deposit will be refunded. The SKC Business Office must be given a forwarding address for this purpose. If no forwarding address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

Maps

FAMILY HOUSING

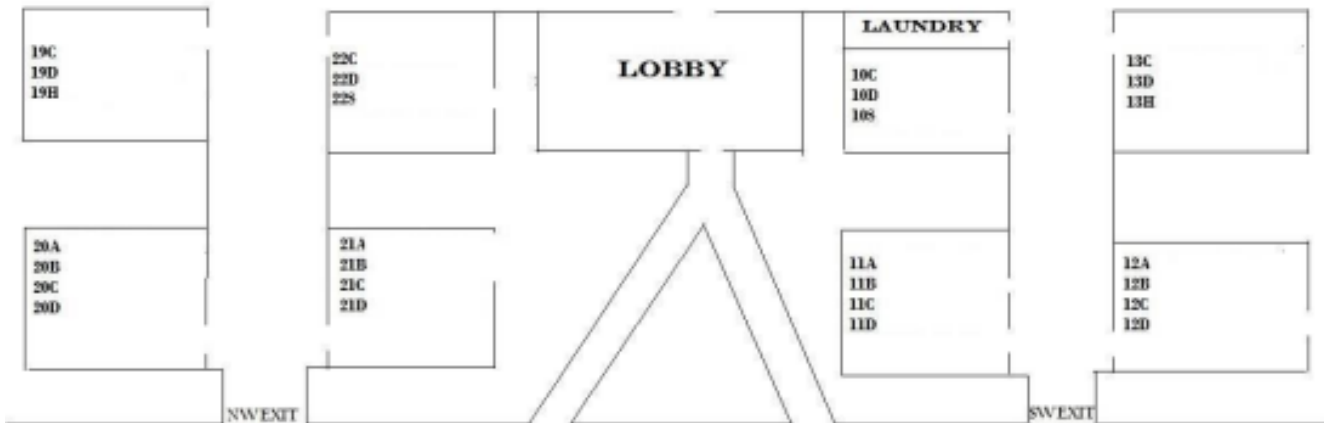


DORMITORIES



E. EXIT

E. EXIT



NW. EXIT

SW. EXIT

### Housing Fines, Fees, & Damage Repair Price Sheet

**\*\* Damages exclude normal wear and tear\*\* Labor \$20.00/hour 1/2 hour minimum**

WALLS				BATHROOMS			Vehicle and Parking Violation Fines				
	Total	Labor	Total		Total	Labor	Total		Total	Labor	Total
Full Wall Replacement (per wall)	350	150	500	Bathroom Medicine Cabinet	100	40	140	1st Offense	20	0	20
Bigger than a Baseball hole in Wall	100	80	180	Toilet Tank Cover	56	20	76	2nd Offense	30	0	30
Baseball Size Hole in Wall	80	60	140	Bathroom Shelves/Drawers	40	20	60	3rd Offense	50	0	50
Pin Holes in Walls	40	20	60	Toilet Seat	40	20	60	4th Offense and above	100	0	100
Dent in wall	40	20	60	Toilet Replacement	350	80	430	Towing Fee	50	0	50
Smoke Detector Alarm (per alarm)	80	20	100	Shower Replacement	1000	80	1080	Fire Lane Parking	100	0	100
Lightswitch/Outlet covers (each)	10	0	10	Sink Replacement	250	80	330	Handicap Parking	100	0	100
Paint chips	20	10	30	Damaged Sink	80	40	120				
Paint Patching	30	20	50	New Toilet	150	60	210				
Full Wall Paint	40	20	60	Broken Mirror	120	40	160				
Full Unit Painting (per room)	50	40	90	<b>FURNITURE (includes shipping)</b>			<b>Housing Fines/Fees</b>				
DOORS					Total	Labor	Total		Total	Labor	Total
	Total	Labor	Total	Lamp Shade	30	10	40	Improper Trash Disposal	20	0	20
Door Knobs (bath/br)	68	20	88	End Table	120	10	130	Patio/Walkway Violation	25	0	25
Door Knob Family Housing	120	20	140	Kitchen Chair	80	10	90	Disabled Smoke Detector	20	0	20
Door Jamb Leg Repair	20	20	40	Livingroom Chair	120	10	130	False Fire Alarm Trigger	200	0	200
Inside	20	40	60	Entertainment Center	200	20	220	After Hours (non emergency) service call	20	0	20
Outside	20	20	40	Couch	250	20	270	1st MVP Electricity Disconnect Notice	25	0	25
Bi-Fold Closet Door (inc paint)	110	40	150	Love Seat	150	20	170	2nd MVP Electricity Disconnect Notice	50	0	50
Closet Door	110	40	150	Nightstand	120	10	130	Late Rent Fee	25	0	25
Bedroom Door	130	60	190	Dresser (5-Drawer)	250	20	270	HOH Transfer Fee	100	0	100
Front Door	150	60	210	Dresser (3-Drawer)	200	20	220	Dorm Transfer Fee	50	0	50
Door Trim	21	20	41	Lamp Shade	30	10	40	HSG Grounds Damage	150	0	150
WINDOWS					Total	Labor	Total		Total	Labor	Total
	Total	Labor	Total	Bed Mattress	343	20	363	Unauthorized Pet Fine/day	10	0	10
Window Crank Arm	40	20	60	Bed Frame	350	20	370	Occupancy Limit Violation	25	0	25
Broken Window (sm 28 1/2" wide)	160	60	220	CLEANING							
Broken Window (Lg 58" wide)	200	100	300		Total	Labor	Total	Pet-ESA One-Time Fee (per animal)	50	0	50
Door Window (25" wide)	120	60	180	Light Cleaning	50	20	70	ESA Violation	25	0	25
Screen Repair	25	10	35	Medium Cleaning	100	40	140				
Screen Replacement	65	20	85	Heavy Cleaning	200	60	260				
Blinds Replacement	65	20	85	Dump Run	50	20	70				
AC Install & Removal	10	10	20	Flooring							
					Total	Labor	Total				
KITCHEN				HSG: Carpet Shampooing	100	50	150				
	Total	Labor	Total	Dorm: Carpet Shampooing	40	10	50				
Oven door handles	109	40	149	Linolium Repair	60	20	80				
Refrigerator Door	250	60	310	Patching	40	10	50				
Refrigerator Lining	75	40	115	Carpet Replacement	200	100	300				
Refrigerator Glass	50	20	70	Linolium Replacement	300	100	400				
Refridgerator Door Handle	170	20	190	LIGHTS							
Complete Counter top Replacement	75	40	115		Total	Labor	Total				
Counter top Damage	75	40	115	Flourescent Light Cover	36	10	46				
Sink Strainer	16	10	26	9" Light Cover	46	10	56				
Stove Replacement	600	60	660	12" Light Cover	56	10	66				
Freezer/Fridge bar	20	10	30	Globe Light Fixture	110	20	130				
Complete Fridge Replacement	650	40	690	DORMS							
					Total	Labor	Total	NOTES			
Other				Protect-a-BedMattressSleeve	100	10	110	PODS & Roommate: Damage & Fine charges			
	Total	Labor	Total	Quilted Mattress Pad	60	10	70	Incurred within common areas			
Hazardous Cleaning Fee	250	80	330	Blind	55	10	65	will be charged and divided between all			
Standard abandonment fee	-	-	1000	Door Knob	55	10	65	occupants within the POD/Unit.			
Standard extreme abandonment fee	-	-	1500	Screen	55	20	75				
FOB Replacement	35	10	45	Window Stop	50	10	60				
Key Replacement	100	10	110	Dorm Doors	200	20	220				
Mail Key Replacement (Post Office fee)	20	0	20	Ethernet cords	14	10	24				
AC Install or Removal	20	0	20	Lightswitches/Covers/ Outlets	10	0	10				
Patio Cleaning w/ Pressure Wash	50	20	70								