

mcnally smith
COLLEGE *of* MUSIC



Residence Hall Handbook 2017-2018

MCNALLY SMITH COLLEGE OF MUSIC and The Office of Housing & Residence Life is an Affirmative Action, Equal Employment Opportunity, Title IX Institution. Persons of disability may request accommodation during the application and/or interview process through the Student Affairs Office:
Voice: 651-361-3420 E-Mail: studentaffairs@mcnallysmith.edu

Table of Contents

Welcome to the McNally Smith College of Music Residence Hall!	3
Need to get in contact with Housing & Residence Life?	3
About the Residence Hall	3
Residence Life Staff	3
Residence Hall Environments and Information	4
Abandoned Property	4
Common Areas	4
Custodial/Cleaning	4
Energy Conservation	4
Elevators	4
Furniture	5
Internet	5
Laundry	5
Maintenance	5
Recycling & Garbage	5
Severe Weather Safety	6
Storage Space	6
Tornado Safety	6
Utilities	6
Fire Safety Policies and Expectations	6
Appliances/Fire Safety	6
Combustible Materials	6
Fire Alarms	6
Fire Safety Equipment	7
Incense and Open Flames	7
Smoking	7
Residence Hall Policies	7
Abandoned Property	7
Air Conditioning Units	7
Alcohol/Drug Use	8

Appliances/Fire Safety	8
Building Security and Personal Safety	8
Damages to Rooms and Public Areas	8
Facilities Use/Access	8
Fire Arms	8
Furniture	9
Guest/Escorts	9
Health & Safety	9
Pets	9
Quiet Hours	9
Rooftops	10
Sexual Harassment	10
Screens and Window Stops	10
Solicitation and Posting	10
Sports in the Hallways	10
Trespassing	10
Waterbeds	10
Code of Student Conduct	11
Disciplinary Procedures and Sanctions	13
Due Process	13
Room and Board Contract 2017/2018	14

Welcome to the McNally Smith College of Music Residence Hall!

The Housing & Residence Life Office would like to officially welcome you to your new home. It can be an exciting, fun, and sometimes scary time in your life to live away from home for the first time. Our office is here to make sure you are building community in a positive manner and learning skills that will help you succeed later in life. This handbook will outline things you need to know about the building, the staff, and other rules or policies.

This community and living experience will be what you make it. We encourage you to leave your door open to meet others, go to programs, and get to know the housing staff. You will have the best memories of your college experience right here from the comforts of your home if you just give it the opportunity.

If you ever have any questions, don't hesitate to ask your Resident Assistant (RA) or a Residence Hall Coordinator. The college is always happy to provide you with the resources you need to make your time here as successful as possible. We are excited to have you here; welcome home!

Need to get in contact with Housing & Residence Life?

Office Location: Suite 410 in the Residence Hall

Office Hours: 9:00 am—5:00 pm Monday-Friday (except major holidays)

Student Staff Office Hours: 6:00 pm—7:00 pm Daily

E-Mail: reslife@mcnallysmith.edu

Phone: 651-361-3421 OR 651-361-3429

If you need emergency assistance outside of these hours, call the **RA Duty Phone at 651-324-1609** at any time.

About the Residence Hall

The McNally Smith Residence Hall has been around since Fall 2010 located in the historic Lowry Hotel. The college rents the 4th, 5th and 6th floors of the Lowry building for the Residence Hall.

Residence Life Staff

Resident Assistant (RA)

Our Resident Assistants are students just like you! They are second-years and above who have lived in the residence hall before and are great resources on campus. Their main job is making sure you all are safe, putting on events (programs) as well as building a positive and culturally accepting community. They are on call every night upholding community standards and policies all while they work on getting to know who YOU are. Stop by their rooms and say hello!

Residence Hall Coordinator (RHC)

They are professional live-in staff who have obtained a minimum of a Bachelor's Degree with experience working in Residence Life. Here at McNally Smith College of Music, the RHCs are the only professional staff within the Housing & Residence Life Office. They take care of the student staff, building maintenance and custodial, placement, and many other things. They strive to help the RAs building a positive community in which you all can grow and learn how to be responsible citizens.

Residence Hall Environments and Information

Abandoned Property

If upon move out you leave any items in the Residence Hall, the Office of Housing & Residence Life will hold your items for 28 Days after the move out or it has become apparent that you have not lived in the space. By leaving items in your space you will be charged an improper checkout fee of \$35 since all items were not removed. Please make sure to check all drawers, cupboards and storage areas prior to move out.

Common Areas

The McNally Smith Residence Hall has three common spaces throughout the 4th, 5th and 6th Floor. We have two study lounges located in rooms **417** and **517**. Each room has tables, chairs and white boards to help in your study efforts. On certain days of the week, The Learning Center has tutors available to help you with your academics.

We also have a main lounge in room **608**. There is DirectTV for our flat screen TV, couches, a foosball table, a ping pong table and a lending Library. Board games and puzzles are kept up there as well for your entertainment!

Use of these common areas is a privilege; please remember to clean up after yourself and take care of our home. Students in the lounges must also abide by the noise policy when utilizing the spaces.

Custodial/Cleaning

The Residence Hall rooms are professionally cleaned before move in and the carpets are also cleaned during the summer. **We do not provide cleaning of any student rooms; students are responsible for cleaning and maintaining their own rooms.** Housing & Residence Life staff will keep the common lounges and spaces clean on our floors. The building management keep the hallways clean.

Energy Conservation

Here in the MSCM Residence Hall, we are very conscious of our energy usage and the carbon footprint we leave behind. Please help save energy by turning off lights in the lounges, study areas and your own room whenever you leave the room. Also, keep both the interior and exterior windows closed during the winter months.

Elevators

There are three elevators located near the center of the Residence Hall. Elevators 1 and 2 run all day and Elevator 3 only works after 6:30pm Monday -Friday as the Ramsey County Attorney's office utilizes it during their business hours. If needed, there is also a service elevator located in the laundry rooms that can only be accessed by the Housing & Residence Life Staff. With the assistance of Residence Life Staff, you can use the service elevator for bringing in larger items that won't fit in the other elevators.

If the elevator stops, do not try to force the doors open; use the call button and phone provided in the elevator to contact help. You can also call the Residence Life staff at 651-324-1609 to report all other elevator-related issues so a maintenance report can be sent to the building management.

As a courtesy reminder, **do not jump in the elevators** as this could potentially stop the elevator and do not press the alarm button unless you are in need of help.

Furniture

The College provides furnishings in each room for students living in the Residence Hall. All College furniture that is placed in a room will remain the responsibility of the occupants of that room. College furniture must stay in its original location. Whenever a student vacates their room, all furnishings must be in the room and in the original condition. Residents are not to remove furniture from lounges or public spaces. If lounge furniture and/or any college property belonging in a public area is found in a resident's room, the resident will be given 24 hours to return the item(s) to the appropriate place.

Internet

Wifi Internet is provided for all residents of the MSCM Residence Hall to login use the following information:

Network Name: mcnallysmith_dorms

Network Password: 9153678233

The internet runs faster if your computer is plugged into the ethernet port and the wi-fi can run slow if others in the building do not have their routers plugged in. Let housing know of any issues that you encounter.

When using MSCM Residence Hall internet, be aware of the amount of bandwidth you are using as well as the content you are downloading. Any student found infringing copyright or accessing legally prohibited sites could be subject to: restriction or removal of internet access; disciplinary action by the college, up to and including expulsion and/or cancellation of your Residence Hall contract; and reporting the violation to law enforcement.

You also have the option to purchase your own Wifi through Comcast, just make sure to coordinate installation with the Office of Housing & Residence Life.

Laundry

Laundry rooms are located just off the elevator lobbies. There are 2 washers and dryers in each laundry room that take quarters. Please follow the instructions on the machines if you are unaware of how to use them. MSCM Residence Hall does not own the washers and dryers so if there is an issue, please contact the Housing & Residence Life Office as soon as possible.

Maintenance

For any maintenance issues, please let any Housing & Residence Life Staff Member know. You can also submit a request online via the Residence Hall facebook page under the description. Please be as detailed as possible. The building staff will knock and announce themselves if they need to enter your room.

Any maintenance that is due to resident negligence (such as a sink having to be unclogged multiple times in a year and could have been prevented from the residents) could result in a fee to all occupants of your room. Please do what you can to avoid these fees by doing the following:

- Do not flush tampons, cotton balls, flushable wipes, etc., as anything beside toilet paper will back up your toilet system and cause a flood
- Do **not** put grease or oil down your kitchen sink, as this will clog it up.
- Clean out the bathroom sink each month to avoid it clogging.

Recycling & Garbage

Garbage cans are located in the laundry rooms on 4th, 5th and 6th floor. Please take out your garbage regularly to keep pests out of the Residence Hall.

Recycling bins are located in the laundry rooms on 4th and 6th floor. Recycle as often as you can and educate yourself on what you can and cannot recycle. Please help us in minimizing our carbon footprint on the planet.

Severe Weather Safety

During winter storms or blizzard conditions, take shelter and remain off roads until the advisory passes. Wear lots of layers for the cold weather. In the case of the school closing, make sure to check text (if registered with McNally Smith), emails from the school, the school website, or by watching or listening to local television/radio stations.

Storage Space

Storage space is not available for students outside of their assigned rooms. Please plan accordingly when preparing for move in, summer or move out.

Tornado Safety

During tornados or other severe warnings, stay indoors. Stay in the hallways, stairwells, bathrooms, or any place away from windows. Do not leave until you hear an “all clear” announcement. **Do not use the elevator.**

Utilities

When your housing is paid for per semester you get heat, water, garbage and electricity included. Please try to remember to conserve energy and resources!

Fire Safety Policies and Expectations

Appliances/Fire Safety

Avoid overloading outlets with too many cords and do not use extension cords with frayed wiring or poor connections. Check the wiring casing on appliances. Small appliances (i.e., coffee pot, popcorn poppers) are allowed when used with extreme caution. The wiring system is NOT intended for items that place a heavy load on the system (other than the microfridge units provided in your room or microwaves). If potential problems exist with Residence Hall appliances, wiring, or electrical systems, notify Residence Hall staff. After business hours notify your RA. Additionally, it is recommended that surge protectors be used for stereos and/or computers. Residents are not allowed to use hot plates, smokeless grills, toaster or toaster ovens, or appliances with exposed heating elements outside the kitchenette area of the room.

Combustible Materials

Combustible materials such as propane, gasoline, kerosene, and items containing combustible materials (e.g., lanterns) are not permitted in the Residence Hall.

Fire Alarms

When the fire alarm sounds, listen closely to the automated instructions from the alarm system. If your floor is instructed to evacuate, grab some shoes, close your windows, close and lock your door, and evacuate the building. The evacuation routes are posted on each floor. **Do not use the elevator.**

Our fire evacuation meeting locations are:

- Primary:
 - Across Wabasha Street in front of the Victory Ramp

- Secondary (In the event you cannot get to the primary location):
 - Across 4th Street in front of the court house

Stay at emergency locations until the Residence Life staff tell you that you may go back inside.

In the event you do not evacuate, you will be fined and other disciplinary action will take place up to eviction from the Residence Hall.

Fire Safety Equipment

Fire safety equipment is provided in the Residence Hall. Please do not tamper with the alarms, extinguishers, or smoke detectors. Tampering with equipment is a violation of local, state, and federal law as well as a violation of college policy. You will be fined and other disciplinary action will take place up to eviction from the Residence Hall.

Incense and Open Flames

Because of the risk of burning incense or an open flame left unattended, the use of such is prohibited in the Residence Hall. Candles or lanterns may not be used even in the event of a power outage. Residents are encouraged to have flashlights or similar devices to provide emergency lighting. If the smell is noticed from an open flame or something burning, staff will enter to investigate.

Smoking

In accordance to state law, smoking is prohibited in the Residence Hall. This includes in rooms, hallways, stairwells and other public areas. Per state law, we ask smokers to smoke outside 25 feet away from any entrance. Hookahs of any type are not allowed to be activated inside the Residence Hall. Also, for those that use coal, it is reminded that used coals should not be brought into the Residence Hall. Electronic cigarettes are not allowed to be used inside the residence hall. Fines can be assessed to clean room for those who violate smoking policy.

Residence Hall Policies

Why are policies necessary? Residence Hall policies exist to help create an environment that is conducive to your needs for safety, studying, socializing, and sleeping. Let's face it - you will spend more time in the Residence Hall than any place on campus. We want to ensure that your Residence Hall experience promotes your success at McNally Smith!

Abandoned Property

When students leave property in the Residence Hall, the Office of Housing & Residence Life staff will remove the property at \$45 an hour. Additionally, a storage fee of \$10 per day is charged to the student for a maximum of 28 days. If the property is not claimed at the end of 28 days, it is considered abandoned property and the Office of Housing & Residence Life disposes of this property.

If a student wishes to claim their property during the 28 days, they are required to contact the Office of Housing & Residence Life via email at reslife@mcnallysmith.edu to make arrangements.

Air Conditioning Units

Residents are allowed personal air conditioning units as long as they are floor units. Window units are prohibited as they pose a safety concern to other tenants and pedestrians below our residence hall.

Alcohol/Drug Use

Residents and guest(s) may not consume alcohol or any drugs in the Residence Hall. This applies to residents and guest of all ages. It's important to note that a majority of disciplinary problems and a large number of academic problems faced by students are alcohol or drug related. Homebrewing of alcohol is not permitted in the Residence Hall. Kegs and/or large quantities of alcoholic beverages are not permitted. Residents who come back to the Residence Hall in an intoxicated and/or belligerent state will be held responsible for violating Residence Hall policy and all alcohol policies that apply. Marijuana, including medicinal marijuana, is not allowed in any Residence Hall facility or on the McNally Smith campus.

In support of a substance-free and academic environment, residents living in the Residence Hall are not permitted to have any paraphernalia related to the consumption of alcoholic beverages. This includes, but is not limited to, empty bottles, cans, and containers. This helps the Residence Hall staff ensure a community environment that enhances the out-of-classroom experience.

Appliances/Fire Safety

Avoid overloading outlets with too many cords and do not use extension cords with frayed wiring or poor connection. Please refer to the fire safety policies and expectations.

Building Security and Personal Safety

Each resident has the responsibility for respecting building security. Propping doors, including fire doors, is not permitted. To ensure maximum security, please observe the following guidelines:

- Make every effort NOT to lose room keys!
- Lock your room door when sleeping or away. For added security, doors are with peepholes.
- DO NOT open building doors to strangers. Also do not allow strangers to follow you into the building or on our secure floors.
- When walking to and from campus at night, students are encouraged to walk with friends and to be aware of their surroundings while walking.
- DO NOT trespass into areas of the floors that are secure, such as rooftops, basements, and mechanical rooms.

Damages to Rooms and Public Areas

Residents are accountable for damages which occur as a result of personal negligence or vandalism. When found to be responsible, a resident may be charged for damages occurring in public areas as well as in their room. All damage charges are billed to the student's account. Damage charges can be appealed.

Facilities Use/Access

The Historic Lowry Hotel is shared amongst several entities such as the District Attorney's Office, The Lowry Apartments on floors 7-10, and a restaurant. The lounging area in the 1st floor lobby is property of the restaurant and students are not allowed to stay there unless they are paying customers of the restaurant. The McNally Smith Residence Hall is located on floors 4, 5, and 6. Students are not to be anywhere else in the building besides the Residence Hall.

Fire Arms

No person shall have in their possession any gun, pistol, firearm, explosive, dangerous chemical, or other dangerous weapon or instrument (including paintball guns, swords, long knives, etc.) on College-owned or leased property. Those who violate this policy shall be subject to disciplinary or legal action including possible termination of the violator's housing contract.

Furniture

Each resident in the Residence Hall is provided with furniture including: bed frame, twin XL mattress, a desk, a chair, two storage drawers, and a wardrobe or closet (depending on the room layout). Residents are allowed to arrange the furniture any way they like as long as the furniture that is provided by the Residence Hall stays in the room.

The furniture is assessed at the beginning and end of each semester and the state of the furniture is recorded in the room inventory form. If the furniture appears to be damaged at the end of a semester, residents may be subject to damage fees. In the event that a piece of furniture is broken or deemed not functional due to natural wear and tear, residents have the obligation to inform Res Life staff so damage fees could be avoided and the furniture can be fixed or substituted.

Guest/Escorts

Guest(s) (nonresidents of the Residence Hall) are expected to follow all policies of the Residence Hall. Residents are responsible for their guest(s) and all actions of the guest(s) while in the halls. Guest(s) must be escorted at all times in any area. Overnight guest(s) may stay in the Residence Hall only with the prior approval of the roommate(s). Guest(s) may stay no more than three days and two nights in any one week anywhere in the Residence Hall. Guest(s) should never be given keys to access rooms on campus or in the Residence Hall. Guest(s) may not be left in the Residence Hall without the Resident present.

Cohabitation is defined as when a resident, contracted for that room, is sharing their space with a person who is not assigned to that room. Cohabitation that includes behavior that infringes upon the roommate(s) and/or living community member's right to privacy, sleep, and/or study is prohibited and, when brought to the attention of Residence Hall staff, may result in action as described in the code of student conduct.

Health & Safety

All residents shall comply with city, county, and state codes regarding health and safety. It is the responsibility of all residents that reside in each room to keep their rooms and entry ways clean. Rooms that are dirty can attract unwanted pests and rodents. If a violation is found, residents will be given a 7-day period to correct the violation. Cleaning supplies can be found in the Office of Housing & Residence Life (Room 410).

Pets

Pets are not allowed in the Residence Hall.

Quiet Hours

Residence Hall community quiet hours are from **10:00PM-8:00AM daily**. We share a building with other tenants, the Ramsey County Attorney and a restaurant. Please be respectful of their space and the noise levels.

Residents are responsible for maintaining a noise level satisfactory to other community members. During "quiet hours," the level or volume of noise must be contained within the confines of the room. If noise is heard beyond the room walls and door, residents are responsible. A neighbor, staff and/or Police may address the situation. As in all situations, cooperation is expected in resolving the matter.

Please observe "courtesy hours" when quiet hours are not in effect. Specifically, the needs of a student who wants to study will generally be given precedence over a student who wants to blast music or produce other types of noise in the hall. Staff will mediate disputes over differing perceptions of acceptable noise levels. Noise should never be heard from a residence hall room to an outside location.

If you have any amplifiers or speakers, we ask that during quiet hours you switch over to using headphones. If you brought your drum kit to the Residence Hall for storage, please do not set up the kit and play. The walls are thin and sound will carry throughout the entire hall. Please use electric drum kits with headphones or practice pads.

If you need to practice, there are practice rooms available to all students every night until 11:45pm at the 19 Exchange building. Please choose those spaces over your room to respect other members of our community who may need sleep or quiet time.

Rooftops

For student safety and to protect against building damage, residents and their guest are never permitted on rooftops or ledges. Students are prohibited from entering any secure space such as the basement or mechanical rooms.

Sexual Harassment

Consistent with the college's policy on sexual harassment, the residence hall communities maintain a living environment that is free from sexual harassment. An individual found in violation of this policy will be subject to informal or formal disciplinary action. A pornographic theme in community space is never appropriate.

If you need confidential assistance, please contact our on campus Counselor, Bryon McDonald at bryon.mcdonald@mcnallysmith.edu or 651-361-3426. For official reporting, please contact the Residence Hall Coordinators.

Screens and Window Stops

Each room in the Residence Hall has a window. These windows include an interior window, storm window, screen, and window blinds. Feel free to open and close the window as you see fit. Do not open the storm window more than 3/4ths of the way, otherwise there is a risk of the window getting stuck. Please avoid breaking the windows or screens as it may result in damage fees.

Solicitation and Posting

Organizations may not solicit in the hall unless it's directly related to residence living. Approved solicitation requires approval through the Office of Housing & Residence Life.

Sports in the Hallways

To promote consideration of others and to protect facilities and fire safety equipment, residents may not play sports in the hallways. This includes, but is not limited to wrestling, running, skateboarding, riding bicycles, and the tossing, throwing, or kicking of items. Use of skateboards and similar types of devices are not permitted in the Residence Hall.

Trespassing

Individuals with no connection to the residents of the residence hall will be asked to leave the building. Guests of residents, whose behavior is not appropriate for the community, may also be asked to leave by hall staff, security and/or police. Residents are responsible for the behavior of their guests. The college reserves the right to deny access to the residence hall to non-residents at any time. Also refer to the Guests/Escorts policy.

Waterbeds

Waterbeds are not allowed in the Residence Hall.

Code of Student Conduct

CODE OF STUDENT CONDUCT

McNally Smith is committed to providing an educational environment that is grounded in respect, tolerance, integrity, and creativity. It is a privilege to study and work within this rich environment of music and academia. Each student is responsible to adhere to the Code of Student Conduct. The effectiveness of this code depends on each student's acceptance of personal responsibility for their own conduct and a cooperation to uphold the values and mission of McNally Smith College of Music.

Students are expected to abide by these policies, as well as all local, state and federal laws, both on campus and at college-sponsored functions off campus. To uphold these principles, action must be taken if students do not accept this responsibility. The Code of Student Conduct is designed to be an educational process that holds students accountable to themselves and the community. It is accomplished through a process that stresses appropriate consequences designed to enhance self-learning, to gain insight into how their behavior affects the community, and to foster better choices in the future.

Jurisdiction of the Code of Student Conduct

The Code of Student Conduct applies to the conduct that occurs within any of the McNally Smith premises, at college sponsored activities, and off-campus conduct that adversely affect the McNally Smith community. Students shall be responsible for their conduct from the time of application through graduation or withdrawal. A Student Conduct Board will decide whether the Code of Student Conduct will be applied to conduct occurring off campus, particularly if the behavior has a potential to impact the college negatively. This determination shall be made on a case-by-case basis, at the discretion of the Student Conduct Board. The Student Conduct Board is made up of members of the college administration, faculty, and advisors, along with any other specific officials who may be connected to the incident.

As a rule, a student who willfully destroys school property, attends school under the influence of drugs or alcohol, or is insubordinate or disruptive – in the classroom or out- may be withdrawn from McNally Smith at any time during the school year. No guns or weapons are allowed on any of the school premises. (See No Gun Policy for details.) For the health and safety of all, the college adheres to a policy of no tobacco use on campus. (See School Policy on Smoking and Tobacco Use.) Students under the influence of drugs or alcohol or in possession of drugs or alcohol may be withdrawn from McNally Smith. Students seeking help or guidance for breaking addictions may be referred to appropriate drug counseling programs. (See McNally Smith Alcohol Policy.)

Prohibited conduct includes (but is not limited to):

1. Plagiarism by intentionally or unintentionally using someone else's words, music, or concepts as one's own by failing to give proper credit.
2. Cheating by attempting to present, as one's own, work that one has not performed, or using improper means to pass an examination or test.
3. All forms of dishonesty, including, but not limited to, furnishing false information, forgery, and altering or misusing documents.
4. Intentional disruptions or obstruction of teaching, performance, administration, disciplinary proceedings, or other college activities.
5. Abuse or harassment, physical or otherwise, of any person on the college premises or at college-sponsored or supervised functions.
6. Behavior or activity that may endanger the safety of one's self or others, including, but not limited to, the possession and/or use of firearms, fireworks, weapons or hazardous chemicals.

7. Vandalism or damage, destruction or defacement of property.
8. Theft of college property or the property of any person.
9. Possession, sale, abuse or use of controlled substances without medical authorization.
10. Unauthorized presence in or forcible entry into a college facility or college-related premises, including classrooms, studios, and offices.
11. Unauthorized use of college property, equipment, or keys.
12. Unauthorized use or distribution of alcoholic beverages.
13. Failure to follow directions given by a college official.
14. Violations of local, state, or federal laws.
15. Violation of stated college policies and regulation, written or unwritten.
16. Any other conduct unbecoming a McNally Smith College student

Charges and Procedures

All conduct-related communications will be delivered to the student via the primary e-mail address on record. Any member of the college community may bring a complaint against a student, or student group, for violation of the Code of Student Conduct. Complaint forms may be found in the Office of Student Affairs or in the My Support section of the student portal. Verbal complaints should be followed up with a written submission. Any charge should be submitted as soon as possible after the event takes place, preferably within two weeks.

The Student Conduct Board will do an initial assessment of the complaint to determine appropriate procedure to follow. The first step would include meeting with the student to discuss the complaint. Complaints regarding incidents that occur in the residence hall should be directed to the Residence Life Department.

If the offense is a first time, non-academic infraction and can be resolved easily, the student will be given a warning to change or cease a specific behavior. If an offense has been repeated or if the offense is of an academic nature, then the student will be given a written warning and the student's department head will be notified.

In serious breaches of the Code of Student Conduct, the Student Conduct Board will review and thoroughly investigate the complaint. Generally, this investigation will include, but is not limited to, meeting with the accused and the complainant separately and, if applicable, the Student Conduct Board will consult with faculty, staff, and administrators to gather information.

Sanctions may include one or more of the following:

- **No Action:** A determination that a student not be disciplined or sanctioned.
- **Disciplinary Notice:** A written notice that a student's conduct has violated the Code and those subsequent violations, similar or different from the instant violation, may result in more serious action.
- **Restitution:** An option imposed that requires the student to pay for damage caused to property or to perform a specified public service.
- **Failure in a course:** With approval of the appropriate instructor and department head, a grade of F or a grade lower than originally awarded may be assigned if a student is found guilty of cheating or plagiarism.
- **Disciplinary Probation:** A period of review and observation of the student's conduct, which may be accompanied by temporary or permanent restrictions upon the student's participation in college events, on-campus jobs, and/or imposition of certain conditions with which the student must comply in order to avoid more severe discipline as a result of a Code violation.
- **Suspension:** A period of time when the student will not be permitted on college property or allowed to participate in college-sponsored or supervised activities including classes, ensembles, labs, or private lessons.
- **Expulsion:** A student is dismissed or required to withdraw from the college on a permanent basis.

Sanctions will be recorded and delivered to the student through e-mail or in person. Copies of the complaint and letter of sanction or agreement will be placed in the student's file. In extraordinary circumstances, a student may be immediately removed from campus before a charge is made.

Appeals

A student may appeal the outcome of the Student Conduct Board's decision by contacting the President's Office within 10 days. The President's findings will then be final and cannot be appealed further within the college. Final Appeal of a Complaint: If a student feels that the complaint is not being addressed within the college the student may contact:

Minnesota Office of Higher Education
1450 Energy Park Drive, Suite 350
Saint Paul, MN 55108-5227
651.642.0533
800.657.3866

Disciplinary Procedures and Sanctions

Housing & Residence Life, in conjunction with the Office of Student Conduct, addresses residence hall behavioral problems. If a student's behavior results in documentation by staff, other residents or police, that student may be required to attend a conduct meeting with one of the following formats:

- Follow-up discussion with hall staff
- Large-group warning meeting with Office of Student Conduct
- Hearing and/or meeting with a Residence Hall Coordinator
- Hearing and/or meeting with the Senior Director of Student Affairs
- Hearing and/or meeting with the Senior Administrative Officer
- Hearing and/or meeting with the Conduct Board

Parental Notification

McNally Smith College of Music may notify parents/guardians when their underage (under 21) student has a second or third-time violation of campus alcohol policy. First time notifications of parents/guardians may occur if the violation includes medical emergency, vandalism, any violence, or gross disrespect of residence hall staff or law enforcement officials. Third-time violation of policies and/or laws may result in suspension or deferred suspension, if recommended by the Office of Student Conduct.

Violations of local, state, or federal laws while on or off campus may be referred to the Office of Student Conduct for sanctioning through discretion of local court officials, law enforcement agencies, or college officials.

Due Process

- An electronic letter from the Office of Student Conduct or the Office of Housing & Residence Life will be sent to the student no sooner than 5 business days after the incident.
- The letter will indicate incident date, alleged policy violations, and timeline for meeting.
- Student will receive a copy of the Code of Student Conduct prior to meeting with the conduct officer.
- Meeting with student and college conduct officer will take place to determine alleged policy violation and responsibility.
- If student fails to appear at the scheduled hearing, the college conduct officer will review and decide responsibility and sanctions without the student present or place a hold on the student's account.
- At the end of the conduct meeting, the conduct officer will give the student a copy of their Conduct Conference Outcome Form.
- The only person able to change the outcome and sanctions of a conduct meeting is the college conduct officer who the student had a meeting with.

The student has a right to appeal the decision of the conduct officer. The appeal must be in writing and state the grounds and arguments in support of your appeal. The following are considered as grounds for appeal:

1. New evidence not responsibly available at the time of the hearing,
2. Inconsistency of the sanction relative to the severity of the violation behavior, or
3. Violation of due process rights or hearing procedures (please specify)

The college conduct officer will inform the student at their conduct meeting who the student can file the appeal with and the deadline in which to do so.

As a result of a conduct meeting, one or more of the following sanctions may occur:

- No action
- Verbal warning
- Issue an official warning
- Assign one or more education expectations
- Require payment of fines or damages
- Issue a probation
- Issue a deferred suspensions
- Issue a suspension
- Eviction
- Expulsion
- Community service hours
- Trespass from the Residence Hall

For a full account of procedures, sanctions, and general college policies, refer to the Campus Safety Manual and the Code of Student Conduct.

Room and Board Contract 2017/2018

Academic Year Residence Hall Room and Board Contract Terms and Conditions 2017-2018

This contract is contingent upon the applicant's academic admission to McNally Smith College of Music and maintenance of enrolled status with a minimum of six semester hours. Hereafter, you, the applicant and future student, will be referred to as the "Resident," and the Office of Housing and Residence Life as "College." The contract is made between McNally Smith College of Music's (MSCM) Office of Housing & Residence Life and the Resident in consideration of the rents, covenants, and considerations that follow. The Resident's submission of their housing application indicates agreement to abide by all the rules and regulation herein.

1. TERM OF CONTRACT:

- a. This Contract is binding for the entire academic year, not per semester (meaning, both the fall and spring semesters) or that portion remaining at the time Resident begins occupancy, except as provided in this section and in Section 21. Once the Resident begins occupancy, the Resident will reside within the Residence Hall for both fall and spring semesters in any given year, except as provided in this section and in Section 21.
- b. Submission of a Residence Hall Contract does not guarantee an assignment to the hall. Potential Residents will be notified if there is no immediate space available and can be put on the waiting list, if desired.
- c. A parent's or legal guardian's signature is required on the contract of the potential Resident is under the age of 18.

2. HOUSING DEPOSIT:

- a. A housing deposit of \$225 must be submitted along with Residence Hall Application, the deposit is not covered in advance by financial aid or a payment plan or process. This deposit is required to be paid before the College will make a room assignment or placed on a waiting list (when space is not immediately available). A deposit does not guarantee a specific room type.
- b. The deposit is refundable only under the provisions of Section 20 of this Contract. This deposit is held for damages and other charges to be charged against. Deposit will be returned, less any charges, after Resident moves from the property.

3. RATES AND PAYMENTS:

- a. Charges under this contract for room and board begin on the designated move-in date for each semester and end the Saturday after final exams for each semester according to the campus calendar, which can be found in the student portal account at: <https://myportal.mcnallysmith.edu>.
- b. Payment of room and board may be paid at any time prior to the beginning of a semester, but it is due on or before the last published fee payment date. Resident must pay the whole amount due for the semester unless a different payment plan is worked out between the Resident and the Bursar's Office. Resident may be subject to a \$100 late charge for any late payment. Resident enrollment can be terminated if charges over \$1000 are unpaid.
- c. Housing bill(s) are not mailed. Resident can view and pay their bill online within Resident's student portal <https://myportal.mcnallysmith.edu>.
- d. Failure to make payments by specified dates cited by Bursar's Office or as stipulated in a signed, formal deferred payment plan, may result in a hold placed on the registration and official records, and/or eviction from the residence hall(s) within 48 hours of notification, and the Resident's account turned over to a collection agency per College practice.
- e. If in default of payment, Resident is liable for all legal costs and collection fees resulting from the College's attempts to obtain payment.
- f. The rates for the 2017-2018 academic year are determined by the Residence Hall Coordinators, Senior Director of Student Affairs, and Chief Financial Officer. All rates are subject to change at any time due to decisions made by the Office of Housing & Residence Life or the Board of Directors; however, if rates must be increased during a contract period, Residents will have the option to be released of their contract with no penalties except if improper check-out occurs.
- g. The room rates for the 2017-2018 academic year are as follows based on room type:
 - i. 1 Room/1 Resident (1x1) at \$3,850 per person, per semester
 - ii. 2 Rooms/2 Residents (2x2) at \$3,450 per person, per semester
 - iii. 2 Rooms/3 Residents (2x3) at \$2,888 per person, per semester
 - iv. 2 Rooms/4 Residents (2x4) at \$2,270 per person, per semester
 - v. 2 Rooms/2 Bath/6 Residents (2x2x6) at \$2,000 per person, per semester

4. DINING SERVICE:

- a. All residents are required to have a meal plan if they live in the residence hall for any part of the academic year. These meal plans are chosen at the time of applicant but Residents can request a different meal plan level in between semesters from the chosen options through the Office of Housing & Residence Life or the Bursar's Office. During the semester, the Resident may increase the amount of money on their meal card at any time through the Bursar's Office. Decreases are not allowed.
- b. The meal plan options for the 2017-2018 academic year are as follows:
 - i. Plan A - \$1000 per resident, per semester
 - ii. Plan B - \$800 per resident, per semester
 - iii. Plan C - \$600 per resident, per semester
- c. Food service will be provided every day of the week except during semester and/or other breaks in the College academic calendar or hours designated by the Director of Dining Services.
- d. The College reserves the right to adjust meal serving hours and service locations, as well as the time of the first and last meals offered before and after each break.
- e. No credit or refund is given for a remaining balance at the end of the academic year contract.
- f. Meal contracts are non-transferable.

5. SPACE CONFIRMATION:

- a. Assignment of the space by the College constitutes final acceptance of the terms and conditions of the contract. This includes acceptance of the obligation by the student to abide by and support the rules and regulations set forth by the College. The College reserves the right to terminate any contract if the Resident is in violation of these rules or regulations. Students who have their contract terminated by the College will be subject to the same fees as outlined in Section 20.

6. ROOM ASSIGNMENTS:

- a. The College agrees to assign a space in a residence hall and provide contracted meals under the following terms and as described in the MSCM Resident Handbook, which is made a part of this Contract.

- b. The College cannot guarantee that potential Resident's specific room, hall, and/or roommate requests can be honored. The College's inability to accommodate specific or extraordinary requests does not cancel this Contract.
- c. When a roommate leaves a room, the College may fill that vacancy without consulting the remaining occupant(s) at any point and time. Remaining occupant(s) may not take sole possession of the room or be subject to double occupancy fees.
- d. The College reserves the right to cancel the assignment and priority number of any applicant who has an outstanding College Accounts Receivable balance.
- e. The College reserves the right to reassign individuals to different rooms at any time in the event such reassignment is deemed necessary of the College. This also includes students assigned into temporary assignment.
- f. ROOMMATES:
- g. Living with a roommate or roommates is part of living on-campus. However, if Resident would like to change rooms, Resident must talk to the Office of Housing & Residence Life in order to initiate the room change process. If a Resident resides in a designated multi-person room and their roommate or roommates moves out, the Resident may be assigned a new roommate at any time. The Office of Housing & Residence Life will attempt to notify Resident of a new roommate via email, as soon as possible, but Resident should always be ready to accept a roommate. Residents are required to welcome new roommates by keeping the room clean and one half of the space and furnishings clear for their use. Creating an unwelcoming atmosphere or refusing a roommate could result in addition fees or contract termination.

7. REASSIGNMENT OF SPACE:

- a. The premises are to be used solely for residential purposes of those assigned by the College. The Resident may not assign or sublet the whole or any part of the premises or contract, and may not allow anyone to reside within the building more than three days and two nights in any given week.

8. CHANGING ROOMS:

- a. If a Resident would like to change rooms, the first step is for the Resident to contact the Office of Housing & Residence Life to see what (if any) possible spaces exist for them to move to. Residents must get written permission from the Office of Housing & Residence Life before moving to a different room.
- b. Residents changing rooms during the contract period from a less expensive to a more expensive room will be required to pay the difference in room rent. If the move is to a less expensive room, the rent difference will be refunded on a prorated basis if paid in full.
- c. All approved room changes are to be completed within 48 hours of the check-in date.

9. LOSS AND DAMAGE:

- a. The College accepts no responsibility for loss to the Resident due to earthquakes, fire, theft, water damage, and similar acts of God, or for loss of monies, valuables and other personal property of the Resident due to the Resident's negligence.
- b. In the event that any of the premises which are the subject of this Contract, which for the purpose of this provision shall include any and all areas, in and about the residence hall, should be partially or totally lost, destroyed otherwise unavailable because of fires, strikes, disaster or other events so as to render them unfit or unavailable in whole or in part, then the College shall have the right to immediately terminate this agreement. The College shall not be liable to the Resident for any damage occurring as the result of such termination. Residents are urged to carry appropriate personal property or renter's insurance.

10. ALTERATIONS:

- a. The Resident must secure the written permission of the College before altering any portion of the room or College-owned equipment or furnishings. Furniture or appliances may not be moved from one room to another or removed from the assigned unit without written permission from the College.

11. RESIDENT DAMAGES:

- a. Each Resident is personally responsible and liable for his or her prorated share of the College's cost for replacement or repair incurred as a result of any loss or damage to the structure in which they are housed, and all damages (reasonable wear and tear as determined by the College excepted) or losses of any University property furnished under this contract. Damages in community areas or within the Lowry Building could result in an equal assessment of damage charges to members within that living community or appropriate members deemed by the College.

12. DAMAGE OR LOSS FINES AND CLEANING CHARGES:

- a. Residents must keep their assigned room clean and advise College staff of any necessary repairs. Following is a partial list of items for which the cost to clean, repair damages, and/or replace losses will be charged to the Resident's account.
- b. A listing of possible charges to the Resident's account is as follows:

i. Carpet Damage	Cost to repair
ii. Failure to leave room adequately clean	\$35 or cleaning cost, whichever is greater
iii. Failure to clean refrigerator	\$35

iv. Damage to building, room or contents	Cost to repair
v. Damage to mailbox	Cost to repair
vi. Damage to walls	Cost to repair
vii. Damage to exit signs	\$100 or repair costs, whichever is greater
viii. Fire Protection Equipment (all violations)	
1. Misuse of fire extinguishers	\$500
2. Tampering with fire alarm, fire detection evacuation system, smoke detectors, sprinklers	\$500 or repair costs, whichever is greater Disciplinary Referral and/or prosecution
x. Furniture	
1. Loss of furniture or equipment	Current replacement value
2. Moving furniture without authorization	\$50 per item or costs, whichever is greater
3. Damage to furniture	\$50 per item or costs, whichever is greater
xi. Improper checkout	\$35
xii. Replacement of lost keys	
1. Room	\$25
2. Building Fob	\$25
3. Floor	\$25
4. Mail Key	\$25
xiii. Replacement of bent or broken keys	\$10
1. Key must be returned to the Office of Housing & Residence Life	
xiv. Laundry facility use by non-resident	\$25
xv. Smoking in rooms	\$50
xvi. Windows: Throwing objects from residence hall windows or roof, removal of screens	\$50
xvii. Pets in College Housing*	Fine up to \$500

*If there has been a pet in the room, your contract is subject to termination. (Pets are strictly forbidden in the Residence Hall)

13. ACCOMMODATIONS DURING BREAK PERIODS:

- a. Continuing enrolled Residents may stay in their assigned room during mid-semester break periods at no extra charge. However, during semester to semester breaks (i.e. Fall to Spring or Spring to Summer, students will be charge \$30 per day they are occupying their room. Failure to follow housing procedures during break periods may result in additional charges added to the student's account.
- b. If Resident is a continuing enrolled student, Resident may leave personal belongings in their assigned room during mid-semester break periods and during winter break at no charge, although the College is not responsible for loss, theft, or damage.
- c. If Resident elects to remain in the residence hall during any of the break periods, all policies and regulations as outlined in this Residence Hall Contract, the Student Handbook and the Resident Handbook will apply, and Resident will be held responsible for adhering to all such policies and regulations.

14. YOUR LIABILITY:

- a. The Resident is responsible for their conduct and that of any guests/visitors; responsibility includes financial liability for damages. Note that fines may be assessed in certain conduct situations, consult the Student Handbook and Resident Handbook for conduct policies and information.

15. COLLEGE ENTRY:

- a. The College or its designees reserves the right to enter the premises for repair, preservation of health, safety, quietude, placement and/or recovery of College-owned property, or when staff has reason to believe a violation of federal/state/local laws or conduct is being committed.

16. PETS:

- a. The Resident is not permitted to have fish, cats, dogs, or any other animals in the residence hall. Violation of this policy will result in fees and/or disciplinary action.

17. FIREARMS POLICY:

- a. No personal shall have in their possession any gun, pistol, firearm, explosive, dangerous chemical or other dangerous weapon or instrument (including paint guns) on College-owned or leased property. Violators of this policy shall be subject to appropriate disciplinary or legal action including possible termination of the violator's housing contract.

18. SERVICES PROVIDED:

- a. The College shall furnish heat, electricity and Internet to the space to which the Resident is assigned, plus water, sewage and garbage. The College will provide basic cable in the common area lounge, and Residents may choose to purchase this service in their rooms for \$150 per room, per semester through written request to the College.

- b. The College shall have the right to temporarily interrupt such utilities or services where necessary because of accident, emergency, repairs, alterations, or improvements which, in judgment of the College or Lowry Building maintenance staff, are deemed necessary or desirable. No reduction or waiver of rent or other compensation may be claimed by the Resident, nor shall this contract or any obligations of the Resident be affected or reduced by such interruption.

19. CONTRACT CANCELLATION:

- a. The Housing Contract is binding for the entire academic year for the semesters in which you've been placed into a room within the residence hall.
- b. If a student moves in after the first two weeks that the given semester has already begun, the semester fee will be prorated based on the number of days the student will reside in the hall. This must be done through the Residence Hall Coordinators.
- c. Resident may cancel the Contract only before the first semester of occupancy. A \$50 contract cancellation fee will be assessed. Written notice of the cancellation must be provided to the Office of Housing & Residence Life according to the following schedule:
 - i. If first semester of occupancy is Fall Semester, 2017: \$225 of the deposit will be refunded if cancellation is postmarked on or before July 1, 2017. If written notice is received/postmarked after July 1, 2017, \$175 of the deposit will be refunded. No refunds will be processed after August 1, 2017.
 - ii. If first semester of occupancy is Spring Semester, 2018: \$225 of the deposit will be refunded if cancellation is postmarked on or before December 1, 2017. If written notice is received/postmarked after December 1, 2017, \$175 of the deposit will be refunded. No refunds will be processed after January 1, 2018.
 - iii. If a prospective resident is not admitted to McNally Smith College of Music, no Housing cancellation fees will be assessed.
- d. All cancellations must be submitted in writing to the Office of Housing & Residence Life. Notice of cancellation to the admissions, financial aid, bursar's office, registrar's office or to other College offices does not constitute notice of cancellation of this Contract to the Office of Housing & Residence Life. A written notice of cancellation is required to end the Resident's contractual obligation even if Resident has been placed on a waiting list and has not yet been given an assigned space prior to the beginning of a semester.
- e. Written requests for Contract cancellations received after the dates cited above will not be granted except as outlined in Section 20 and Resident will be held financially responsible for the entire contract.

20. CONTRACT RELEASE:

- a. During the academic year, Residents can request release from the Contract at any point during their contract duration. Such releases are subject to the approval by the Residence Hall Coordinators or their designee. Release exceptions may be granted by the Residence Hall Coordinators or their designee only in situations involving extreme or unusual circumstances. Releases will be considered for the following reasons if there is evidence that a change has occurred since the Resident applied for the Residence Hall and Dining Contract:
 - i. Non-admission, withdrawal/transfer, dismissal or graduation from the College
 - 1. The Office of the Registrar will send a notification to Housing
 - ii. Military Commitment
 - iii. Medical Accommodation
 - iv. Family status change
 - v. Financial Hardship
 - 1. It would create a financial hardship for the Resident to stay in the contract
 - vi. Approved academic commitments that are outside the Minneapolis/St. Paul area (e.g. Study Abroad and internship)
- b. Written documentation for all of these releases is required by the Residence Hall Coordinators or their designee.
- c. Release for the above reasons will include the following costs:
 - i. A proportional occupancy charge for the period of time that a room was assigned and available to resident. Except after the 5th week of classes, at that point there will be no housing refund.
 - ii. A charge for food service assigned and available to Resident
 - iii. A \$50 administrative charge
 - iv. Contract release after the cancellation deadline, and before the first day of room occupancy will be subject to the forfeiture of the \$225 housing deposit.
 - v. In the case of a mid-semester contract release, damage/cleaning charges will be preliminarily deducted from the \$225 housing deposit. Outstanding charges over the deposit amount will be charged to the student's account.
 - vi. A refund of the housing deposit can only be approved by the Residence Hall Coordinator.
- d. Resident is released from their contract or if resident's student status makes them ineligible to continue the contract after they have moved in, the Resident must vacate the property within 48 hours while following the

check-out policy. In the event that the Resident does not abide by the proper check-out policy within the designated period of time, the Resident will be assessed a prorated rate per day, that is dependent on the room type, continued occupancy charge for each day they have belongings in the space and/or possess residence hall keys assigned to them. This fee will continue to accrue each day for 30 days or a maximum amount of \$900.00.

- e. If Resident is reinstated or re-enrolled after release for non-admission, withdrawal, or dismissal during the term of this Contract, Resident agrees to fulfill the balance of the Contract.
- f. Students who remain enrolled in the College, but move out of college housing before completion of the entire academic year, without prior written permission from the Residence Hall Coordinator or their designee, will be violating the terms of this contract and will be charged room and board for the entire term of the contract.

21. CONTRACT TERMINATION:

- a. The College can terminate the Contract for disciplinary cause, health or safety reasons or disruption to the residence hall community. The Resident will be responsible for prorated room charges as outlined in Section 21Ci, see note above. If termination is for disciplinary cause, resident is not eligible for any refund of room charges and the charges outlined in Section 21D will be applied.
- b. The College may immediately terminate this Contract, re-enter and retake the premises upon Resident's failure to make payments as required under this Contract or for any other violations of the terms of this Contract or any violation of College or Department rules and regulations.
- c. If the resident is evicted through the conduct process, they will be charged a \$200 lease termination fee. This fee cannot be waived.

22. 14. CHECK-IN PROTOCOL:

- a. Resident agrees to occupy their room no later than the first day of classes for each semester of this Contract unless prior written notification has been received by the Office of Housing & Residence Life. The registration status of Resident failing to claim their assigned room by the third day of classes will be checked.
- b. Resident who are not registered for classes will lose the assigned space and forfeit the deposit. Resident who is enrolled for classes will be financially obligated for the full term of this Contract.
- c. The Resident is responsible for notifying the Office of Housing & Residence Life of any damage to the space not listed on the Room Inventory within 3 days of the Resident's move-in date. At check-out, any damages that are located in the Resident's assigned room and not noted on the condition in portion of their room inventory form, will be billed to the resident. Resident will also be billed for any necessary cleaning.
- d. Resident must adhere to appointments, dates, times, and all other Office of Housing & Residence Life direction during check-in. Failure to follow these instructions will result in a fine up to \$35.

23. CHECKOUT PROTOCOL:

- a. Residents can check-out at any point and time they are living in the residence hall, however, residents who check-out of their room and leave the residence hall without an approved cancellation or in the last two weeks of the contract dates are held to the financial obligations and terms of this contract.
- b. The Resident must vacate the Resident room within 24 hours after Contract termination, loss of student status, the Resident final exam, or by the established hall closing time for each semester, whichever comes first. At the end of Spring Semester, unless the Resident is part of Commencement or moving to campus summer housing, the Resident must vacate the room/hall by 6:00PM the day after the last day of finals. Failure to do so may result in additional charges including but not limited to the \$35 improper checkout charge. Any exceptions must be requested in writing to the Residence Hall Coordinators or their designee.
- c. The Resident is responsible for completing required check out procedures. The Resident is considered to be occupying the premises for as long as the Resident retains keys, or the Resident's possessions remain in the room.
- d. Resident must adhere to appointments, dates, times, and all other Office of Housing & Residence Life direction during checkout. Failure to follow these instructions will result in a fine up to \$35.

24. APPEALS:

- a. Residents may appeal all damage charges and late fees if they do so within 30 working days of the billing for these charges and fees. To appeal, simply state your reason for appeal, in writing and deliver it to the Office of Housing & Residence Life, located on the 4th Floor of the Residence Hall in Suite 410 or mail to: McNally Smith College of Music, ATTN: Housing & Residence Life, 19 Exchange Street East, Saint Paul, MN 55101.
- b. Residents may appeal the decisions to the Senior Director of Student Affairs or designee if they do so within 10 business days of notification. To appeal, address written objection to: Senior Director of Student Affairs or designee, 19 Exchange Street East, Saint Paul, MN 55101.

25. PARTIAL INVALIDITY:

- a. Any provision of this contract which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

26. COMPLETE AGREEMENT:

- a. This Contract and the Resident Handbook represent the entire Agreement between the parties and no oral promises between the College and Resident are binding therein. In Witness, whereof, the parties have caused this Contract to be duly executed intending to be bound thereby.