



## 2018-2019 Southwest Texas Junior College

### EFFECTIVE DATES OF CONTRACT

This contract will become effective when signed and the terms are applicable in any Southwest Texas Junior College- owned housing. Payment or acceptable arrangements must be made on or before the first day of class on 01/22/2019. The signed contract is effective for **one semester**. The contract provides housing for:

**Move in will begin on the Wednesday before the first day of class.**

### ROOM FEES:

**Hubbard Hall-Coed Dorm;** The room costs for the 2018-2019 academic year (**per semester**) are:

	Fall/Spring	Summer I/II
Double room (un-renovated)	\$1,100.00	\$484.00
Private room – (un-renovated)	\$1,500.00	\$660.00
Double room (renovated)	\$1,300.00	\$572.00
Private room (renovated)	\$1,700.00	\$748.00
Private Dorm Suite (Only 2 Available)	\$2,200.00	\$825.00

### **Garner Hall – All Girls Dorm:**

Double room (Un-renovated room only)	\$1,100.00	\$484.00
Private room (Un-renovated room only)	\$1,500.00	\$660.00

### BOARD PLAN

Meals begin each semester on the first day of class and ends at the end of the semester. No food services are provided during breaks.

The board plan costs for the 2018-2019 per semester are:

Board Plan A:	\$1230 per semester (14 meals per week –Breakfast 5 days/week, Lunch 5 days/week, and Dinner 4 days/week)
Board Plan B:	\$819 per semester (breakfast and lunch 5 days a week)
Board Plan C:	\$515.00 per semester (either lunch 5 days/week or dinner 4 days/week)
Board Plan D:	\$1030.00 per semester (lunch 5 days/week and dinner 4 days/week)

Southwest Texas Junior College has administrative responsibility to control and regulate student conduct or behavior that tends to impede, obstruct or threaten the fulfillment of the educational goals of the College, or that tends to impede, obstruct or threaten the legal rights of others on the campus. Therefore, SWTJC has the responsibility and authority to formulate and enforce rules of student conduct necessary for the maintenance of order and property where such rules are reasonable and necessary to further the educational goals of the College. In order to create a positive climate for learning, students are expected to abide by all rules and regulations. Failure to comply with these rules and regulations may be grounds for disciplinary action up to and including dismissal from the College.

We also understand that a commitment to responsible and honorable conduct means that members of the community should behave in a way that does not cause unnecessary embarrassment, discomfort or injury to other individuals or to the community as a whole. Alleged, violations, except for those pertaining to academic dishonesty, should be resolved by mediation or other judicial processes, whichever is appropriate according to the Student Handbook.

Living in the Southwest Texas Junior College community confers upon the members thereof certain benefits and responsibilities. The policies and guidelines here have been established over the years to coincide with SWTJC policy (located here: [Southwest Texas Junior College - Policy On Line - Policy Code FLB - STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT CONDUCT](#)), to prevent, and, when necessary, to address problems, meet fire code and safety regulations, to clarify this business transaction, to protect the College's property, and to create an inclusive and supportive living environment for all who live on campus.

These policies apply to this contract in two ways: students' conduct should demonstrate respect for other individuals and for the community as a whole, and not cause any unnecessary embarrassment, discomfort, or injury; and, students are expected to comply with the policies outlined here and in other documents that pertain to living on campus. By signing a house contract with Southwest Texas Junior College, students are agreeing to abide by the contract's specifications and guidelines in upholding the rights and responsibilities that come with living on campus.

## OCCUPANCY GUIDELINES

- Only Students registered for at least 6 semester credit hours are allowed to live in SWTJC student housing during the fall and spring semesters. During the summer semesters students must be registered for at least 3 semester credit hours.
- The student to whom a specific college residence is leased is responsible for any failure to follow the requirements of the Housing contract within the space leased to the student, which may include any violations by guests. Residents are expected to take reasonable care in monitoring the actions of guests.
- Southwest Texas Junior College is for currently registered Southwest Texas Junior College students **only**. Exceptions will be made upon the availability of vacancies as approved by the Vice President of Administrative Services. If a resident moves to a non-student status, they are generally given a reasonable time to vacate their Southwest Texas Junior College-owned housing.
- The College gives preference to returning residents students.
- The College reserves the right to deny College housing to any student, on a case-by-case basis, where the protection of health or safety of the student or others may justify such denial.
- Student room charges are not affected by whether a room is at occupancy.
- A resident contract is for a space in a residence hall, but not for a specific room or roommate. The College reserves the right to assign roommates, reassign students who are without roommates, change room assignments, and/or use a room when it is not occupied.
- A resident may not sell, transfer, or sublet any portion of the space covered by his or her contract to any other person. If the College becomes aware of such behavior, the student(s) involved can generally expect their contract to be administratively terminated and subject to the Refund terms detailed below
- Residents not enrolled for spring semester must vacate their rooms by the posted closing date/time at the end of fall semester, or by the date determined at the time of a leave of absence, if taken. Personal possessions must be removed from the room at the time of move-out.
- Southwest Texas Junior College reserves the right to close Southwest Texas Junior College-owned housing during holidays, winter, and summer breaks.

- Residents are responsible for removing personal belongings from their room when they move out. If a resident does not remove their belongings, the item will be packed and Stored on College property for thirty days and then disposed of accordingly. The student will be notified of pick-up conditions. The College is not responsible for any damage or costs associated with loss, storage, or shipping of a resident's personal property.

## **TERMINATION OF CONTRACT BY THE STUDENT**

### **Student housing contracts may be terminated by:**

- 1) **Cancelling the contract prior to the cancellation deadline:** Residents desiring to terminate their housing contract must do so in writing in or before--- for a semester contract beginning in the semester of the same year  
**Submitting a petition after the cancellation deadline:** A petition for housing contract termination is considered when conditions exist that originated after the housing contract was signed, and over which the student has little or no control. A decision to grant the petition to cancel the housing contract after the cancellation deadline is only made in exceptional circumstances. The student must document the exceptional circumstance(s) in a petitions that must be submitted to the Dorm Supervisor. Generally, a student is not released from a contract until the date upon which a petition is favorable decided. Due to the College's policy of generally meeting full financial need, financial hardship is not normally considered to be an exceptional circumstance. ---

## **TERMINATION OF CONTRACT BY THE COLLEGE**

### **The College may terminate a housing contract through one of the following provisions:**

- 1) **Academic status change termination:** If the resident withdraws, takes a leave of absence or medical leave of absence, graduates, or otherwise ceases to be a regularly enrolled student at Southwest Texas Junior College, the housing contract is terminated by the Dorm Supervisor on the date agreed upon by the student and the Dorm Supervisor or three days after the change of student enrollment status, whichever comes first, unless otherwise agreed to by the College in writing.
- 2) **Termination by the College President:** Review: Reports of Alleged Misconduct (<https://swtjc.edu/documents/registrar/SWTJC-Student-Handbook-2018.pdf> - page=51) in the Student Handbook for the procedures to remove a student from SWTJC housing by the President. Any final decision by the President or their designee that terminates the housing contract is generally effective immediately upon issuance of said final decision.
- 3) **Administrative termination:** The College may deem it necessary to terminate the housing contract with any of the provisions of the contract or College policy, including any additional guidelines (as defined below), or for non-compliance with the health and fire safety provisions.

. Actions that may result in Administrative termination of the housing contract may include, but are not limited to, the following:

- Egregious conduct that threatens the safety of the resident, the College's property, community members, or community member's property
- Evidence of illegal drug possession, distribution, or use in SWTJC College-owned housing, entry ways or external housing structures, and/or multiple violations of the College Alcohol and Other Drug Policy

- Repeated violations of the Residence Life smoking policy detailed in the housing contract
- Repeated instances of disruptive behavior(including noise) in Southwest Texas Junior College-owned housing
- Incidents of non-cooperation with Community Safety or Residence Life staff

In cases where the possibility of an Administrative termination is imminent, notice to the affected resident that action affecting their housing contract is being considered typically will be attempted. The Dorm Supervisor may invite the resident to discuss the matter. Should the College administratively terminate the contract, residents typically will be provided with notice in writing and/or in person. This notification is intended to inform the resident of the basis of the housing contract termination, and a timeline within which to vacate the SWTJC-owned housing.

Within 24 hours of the issuance of a notice to vacate, residents may appeal the decision to terminate the contract by providing written notice to the Vice President of Services.

In the event the conduct or behavior of a resident is of a serious nature and warrants immediate action, the Vice President of Student Services (or their designee) has the ability to issue a notice to vacate immediately and/or temporarily prohibit the resident from entering SWTJC-owned housing and/or the campus. The notice to vacate and of exclusion may remain in effect until a hearing is concluded( if a case is brought to hearing board) or the Vice President Student Services (or their designee) determines to lift the restrictions or administratively terminate the resident's housing contract.

## **REFUNDS**

If a resident's housing contract is terminated for any of the reasons outlined above, the College uses the following guidelines in determining a refund, less any sums owed for damages, keys, violations, or other charges:

- a) In the case of a contract termination due to exceptional circumstances, medical leave of absence, withdrawal, or a leave of absence, refunds are given on a daily prorated amount for room and/or board according to the initiated date of the termination, or the date of actual move-out, whichever occurs later. The business office determines the provided amount.
- b) The college reserves the right to withhold a refund from any resident whose contract has been administratively terminated or terminated by the College President or who has been dismisses or suspended from the College. In such cases the resident remains responsible for fulfilling the current semester financial obligations for the room portion of the contract. If applicable, the student will receive a pro-rated refund for their board plan. In exceptional circumstances, the College reserves the right to hold the student responsible for the financial terms of the contract for the full academic year. The Vice President of Student Services or their designee, in their sole discretion will determine if a situation is exceptional.

Any appeal related to Refunds should be directed to the Dorm Supervisor.

## **KEYS**

To provide consistent security, resident cooperation in the careful distribution, use, and collection of keys is essential. Dorm staff manages the keys.

If a resident does not pick up their room key within one week after the beginning of the semester, the College reserves the right to administratively terminate the resident's housing contract. Dorm supervisor will attempt to contact the student and provide a timeline to respond before action is taken.

Residents must promptly return their room key to the dorm staff if their contracts are terminated during the academic year, or at the time of check out. Otherwise, keys must be returned on or before the final occupancy date for each semester.

Residents will be charged a deposit of \$25 for the dorm key and an additional \$25 for mail key. Residents who fail to return their keys to the College by the assigned due date forfeit the deposit and will be charged an additional \$50 for a lock change. If a room key is lost, the resident should report the loss to dorm staff immediately. In the case of lost keys and/or failure to return the keys and payment of \$50, the lock will be changed, a replacement key issued.

Residents locked out of their room may make a request to dorm staff and/or campus police to unlock their door up to five times a semester without penalty. After two lockouts the College will assume that the key has been lost and a lock change will be ordered at a \$50 charge to the student.

### **FURNISHING AND DAMAGES**

The College furnishes each bedroom with a single bed, desk, chair, overhead light, bureau, and a closet or wardrobe. Residents are required to pay \$150.00 as a room deposit.

At the beginning of each semester, and whenever a room change occurs throughout the year, residents must sign off on an inventory of furnishings and condition of their living space. The inventory is completed by a college staff member and then reviewed by the occupant. The resident confirming the condition of the room accepts full responsibility for the care of their living space for the duration of the contract term.

If a resident does not sign off on the inventory within two weeks of moving into the space, the resident agrees and is held responsible for the stated condition of the living space. Residents are held financially responsible for any changes in the condition of their living space, including fixtures and college furniture, beyond normal wear and tear when they vacated housing. Residents are also liable for any accidental damage to their room that results from personal items brought into the room. Residents or their parents are encouraged to carry appropriate personal property insurance to cover losses or damages to their own possessions. The College is not responsible for personal property brought into the dorm.

### **ROOM ALTERATION**

Alterations to living space, doors, or any public area or common space are not permitted. Alterations may include, but are not limited to, painting, drawing, chalking, and carving. If residents believe that their rooms are in need of painting or repair, they should speak with dorm staff. Residents who paint rooms, doors, furnishings, or common areas or otherwise substantially alter the appearance or structure of college property without permission will be charged the cost of restoration or replacement.

### **ROOM CHANGE**

Residents must first speak with their Resident Assistant, and then the Dorm Supervisor to discuss the possibility of a room change. Room change requests are granted based on availability and rationale for the request, among other factors. Not all room change requests

are granted. The College reserves the right to assign any student to a double if one bed space is vacant.

### **ROOM ENTRY**

The College balances respect for residents' privacy with a commitment to maintaining a safe living environment that is inclusive and conducive to Southwest Texas Junior College academic mission. The College reserves the right to enter all individual living spaces within Southwest Texas Junior College-owned housing at any time without prior notice. Entry may be used to complete maintenance or repairs, to protect personal and College property, to respond to an emergency, to respond to or investigate possible violations of the College's policies, to investigate the cause of fire system alarms, and for periodic fire safety inspections without notice. If a College staff member needs to enter a living space for other non-urgent reasons, an attempt is made to notify the resident at least 24 hours in advance. In the circumstance the College needs to enter a living space immediately, a note of entry will be left if the resident is not present at the time.

### **HEALTH AND FIRE SAFETY**

The terms of the Health and Safety portion of the contract are applicable to the use of any space within Southwest Texas Junior College-owned housing, including common areas, and are not limited to a specific room. The burning of any material, including candles and incense, is prohibited. Residents found burning substances in Southwest Texas Junior College-owned housing or misusing or tampering with fire safety equipment (including covering smoke detectors, the removal of smoke detectors or door closures) may be fined \$100 per incident and/or required to complete residence hall specific community service or a topic-specific community program. The College's Alcohol and Other Drug (AOD) Policy also defines tampering with smoke detectors as a serious AOD violation. Hanging objects from fire sprinkler pipes will lead to administrative termination of the housing contract.

Because of fire code requirements the following are not permitted: hot plates, space heaters without automatic shut offs, halogen lamps without safety cages, and string lights that are not commercial grade. Power strips with internal fuses are permitted, but putting two power strips together (daisy-chaining) is not permitted.

No hazardous materials of any kind may be used or stored in Southwest Texas Junior College-owned housing. This includes flammable materials such as white gas and propane, corrosives such as acids and bases, or any chemical that could harm or injure roommates, other residents, Southwest Texas Junior college employees, guests, and others. Students may face fire inspection fines for any fire code violations.

Corridors must be kept free of garbage and personal property, including bicycles, motorcycles, and furniture. No motorcycles or scooters are allowed inside. The Dorm Supervisor may impound these items.

The residents are not permitted on the roof or on the outside ledge of any Southwest Texas Junior College-owned housing. Residents and their guests must vacate Southwest Texas Junior college-owned housing in the event of a fire alarm. Failure to do so may result in a fine and/or administrative action.

### **CLEANING AND MAINTAINING A LIVING SPACE**

Residents are responsible for maintaining the condition of their living spaces and cleaning them regularly. Residents who reside in Southwest Texas Junior College-owned housing

agree to cooperate with College staff when room repairs, maintenance, painting, pest control, and/or cleanings are required. For planned projects of this nature, residents will be given notice and expected to comply with instructions. The College will generally make reasonable attempts to inform the student of the potential consequences of noncompliance and reserves the right to administratively terminate the housing contract in extreme circumstances, for example, repeated failures to cooperate with College staff to allow necessary maintenance, repairs and projects. Failure of the resident to timely notify Residence Life or Facilities or to take immediate action regarding maintenance and pest control issues on College property will generally result in the resident being charged for damages, repairs, and services that are caused by the resident's failure to report or take action. The resident agrees to follow all College directives in order to eradicate pests, including bed bugs. This may include living space preparation, clothes laundering, and leaving or remaining in the bed space for a period of time.

If residents need assistance with maintenance or housekeeping matters they should contact Resident Assistant or Dorm Supervisor. When Resident Assistant or Dorm Supervisor staff is contacted about a service request, residents will be deemed to have agreed to immediate entry without any advance notice. Generally, a note indicating entry is left if the resident is not present at the time of entry.

Bodily fluids and other biohazard substances must be disposed of in the proper receptacles. Resident should report any plumbing, electrical or structural problems to the Resident Assistant or Dorm Supervisor immediately. Residents are expected to keep food properly stored and to remove garbage regularly. Southwest Texas Junior College-owned housing will be checked at least once a year to inspect the condition of living spaces. The inspection will be used to plan for summer repairs. Following this inspection. Residents may be asked to clean their rooms or be charged for cleaning and repairs in extreme cases. Repairs may take place while the space is occupied.

All residents share responsibility for the condition of hallways and common areas. Facilities Services staff performs routine maintenance of public areas. If non-routine, house, housekeeping or repair to hallways or common areas is required, fees to cover those costs may be charged equally to those officially listed as residents of that hall or floor. In such instances, a notice of the charges will be sent to the Resident Assistant or Dorm Supervisor to post. Registration may be held until fees for damage or repair are paid.

Fees may be charged for any materials or personal property not completely removed from a room by the final occupancy date. Whenever residents vacate a room, whether it is to move to another room, move off campus, or leave at the conclusion of spring semester, they must remove all garbage, trash and debris from the room. Students are charged for any extra cleaning. The College may remove abandoned materials or personal property without notice.

### **SERVICE AND ASSISTANCE ANIMALS**

The office of the Dorm Supervisor is committed to providing appropriate accommodations to students with disabilities. Students with disabilities who have specific housing needs are encouraged to work with the offices of Disability Services Coordinator and Dorm Supervisor to request and determine eligibility for disability-related housing accommodations. Residents with appropriate documentation of a disability requiring the use of an assistance animal are encouraged to contact the Disability Services Coordinator (<https://swtjc.edu/academics/disability-support-services.html>) to discuss their disability-related housing accommodation requests. Other than service and assistance animals, no pets are allowed.

## **ALCOHOL AND OTHER DRUG POLICY**

Residents are expected to be familiar with and uphold state and federal laws and College policies regarding the use and possession of alcohol and/or other drugs. Violations of the College's Alcohol and Other Drug Policy that occur inside Southwest Texas Junior College-owned housing, in the entry ways to these buildings, or on external housing structures (i.e. porches and balconies) will be considered a breach of the housing contract and may result in termination of the contract according to the applicable termination guidelines. The College's policy is distributed to each student at the beginning of the academic year, and can be found in the Student Handbook <https://swtjc.edu/campus-life/handbooks/index.html>

## **SMOKING**

Smoking of any substances is prohibited in all Southwest Texas Junior college-owned housing. This includes smoking out of the window while the smoker is in the building. Smoking is not permitted on balconies. Evidence of smoking may result in the student being fined \$100 per incident and/or other suitable sanction(s) (community service, for example) as determined by the Dorm Supervisor or the Vice President of Administrative Services. The standard of evidence for smoking includes one or any combination of the following:

- Smell of smoke in or near the living space
- Ashes in or near the living space
- Remnants of smoking (such as cigarette butts) in or within proximity to the living space or balcony
- Tampering with or obstruction of smoke detectors
- Smoke damage in or near the living space
- Reports of smoking from Community Safety
- Reports of smoking from House Advisors or Resident Director
- Reports of smoking from other community members

The Dorm Supervisor or Resident Assistant will respond to each smoking incident. Multiple violations of this policy, or a violation deemed serious according to the AOD Policy, may result in an honor case and/or additional administrative action, including eviction. Residents may be charged a minimum of \$100 for additional cleaning upon moving out of their room if there is evidence of smoking in the room. (Note: *SWTJC policy states all smokers should be at least 50 feet from the building while smoking*).

## **WEAPONS**

Firearms are prohibited on Southwest Texas Junior College owned or controlled property, including in all Southwest Texas Junior college-owned housing. See the Firearms policy at <http://pol.tasb.org/Policy/Code/1174?filter=FLBF>, <http://pol.tasb.org/Policy/Section/1174?filter=G>, and <http://pol.tasb.org/Policy/Section/1174?filter=F>

Anyone found to be in possession of a firearm in College housing may be subject to Administrative termination of their housing contract and/or the honor process and the firearm may be remanded to the care of the SWTJC Police office. Evidence of any weapons offense may be turned over to the Uvalde County Sheriff's department. Ammunition, explosive devices, fireworks, knives not considered "pocket" or "utility" knives, weapons of any kind, and any other material or device determined by the College to pose a present or potential danger to people or property are strictly forbidden in the residence halls. Complaints from other resident about any personal possessions not intended to pose a threat, but which may reasonably be expected to cause other residents to be alarmed and/or feel uncomfortable, may



result in removal of those possessions and possible action. Exceptions to this policy may be granted by the Vice President of Administrative Services (or their designee) for items that might otherwise violate this policy if there is a legitimate purpose related to the student's academic pursuits.

### **NOISE**

Residents are expected to demonstrate respect for those around them by refraining from making excessive noise. Community members are encouraged to ask others to be considerate and adjust their noise levels when appropriate, and residents should comply with any such reasonable requests. Noise disturbance may include, but is not limited to, loud volume that comes from computers, stereos, drums, instruments that require electronic amplification, televisions, social gatherings, and elevated voices. The Dorm Supervisor or staff may engage residents regarding noise complaints. Multiple noise complaints to Dorm Supervisor or staff may be considered disruptive behavior and could result in Administrative termination of the housing contract and/or initiation of the honor process.

### **GUESTS**

The rights of one's floor mates or roommates to sleep and study must be respected at all times. Occasional overnight guests are permitted in a resident's living space with the consent of the roommate(s), if any, for a total of 14 days during each semester. (A guest is defined as any person other than the official occupant of the room). Residents who wish to have a guest stay with them for more than 2 consecutive evenings must inform the Dorm Supervisor about the guest and expected time and duration of the visit. Residents are responsible for ensuring that their guests know and comply with College policies and housing contract regulations, should be present while their guest is visiting, and are responsible for their guest's actions and behaviors. Failure to comply with these requirements may result in action.

### **BORROWER'S RIGHTS AND RESPONSIBILITIES**

I shall have the right to pre-pay this note in full at any time during regular business hours. I understand that all scholarships, federal, state and local grants and other awards provided by the College will be applied toward the amount due. I understand that if I fail to pay the note before the end of the semester my grades will not be released. I further agree the Southwest Texas Junior College may retain all awards, degrees and records to which I would otherwise be entitled until my account has been cleared. I also understand that I am responsible for payment of these unpaid charges before I will be allowed to re-enroll. Any refunds due to my account will be applied toward any unpaid costs under this contract. I agree to pay reasonable collections fees, including court costs, as permitted by law in the event that this note is placed in the hands of a collection agency or any attorney for collections.

### **ADDITIONAL GUIDELINES**

The College retains the right to adopt additional guidelines and procedures ("Additional Guidelines") that are needed to ensure the safety and convenience of the residents during the specified contract period. Residents are generally informed of such Additional Guidelines via email, through notices placed in one-campus mailboxes, and/or by verbal announcements from the Dorm Supervisor staff. Such Additional Guidelines are incorporated into this document and become part of the resident's housing contract.

