

Residential Contract

2023-2024

NOTE: This Residential Contract represents our current plans and expectations, but is provisional pending the State of Vermont’s COVID-19 guidelines for colleges and universities.

HOUSING REQUIREMENTS - All full-time undergraduate students not living with their parents are required to live on campus. Exceptions may be made for documented self-supporting students, marriage/family, or when space in the halls is unavailable (seniors would have priority for consideration to move off campus).

CONTRACT PERIOD - Housing/meals are available according to the following schedule: (Calendar subject to minor revision)

Fall Semester 2023	Sun, August 27	Residential Areas Open at 9:00am (First Meal: Dinner)
	Mon, August 28	Classes Begin
	Thurs/Fri, October 12-13**	Fall Break (No Classes)**
	Mon-Fri, November 20-24**	Thanksgiving Break**
	Fri, December 15*	Residential Areas Close at 6:00pm (Last Meal: Lunch)*

Spring Semester 2024 – CALENDAR TBA AS OF 2/27/23

- *Residential Areas are closed for these breaks. Students who remain on campus may be subject to additional housing & meal fees charged on a weekly basis.
- ** Residential areas remain open during these breaks, however campus services may be limited during these times.

FALL SEMESTER CLOSING - Students must vacate halls/apartments by 6:00 pm on Friday, December 15 when the halls/apartments officially close. Students who are here beyond this date (without permission) will be subject to a fine.
(Departure plans must be made according to that schedule to avoid additional housing costs.)

SPRING BREAK CLOSING –Residential areas officially close at 6:00pm on (DATE TBA – the Friday when classes end for Spring Break) and the last meal in the dining hall is lunch. Students who are here beyond this date (without permission) will be subject to a fine. Residential areas reopen on (DATE TBA – the Sunday before Classes resume after Spring Break) at 10:00am and the first meal in the dining hall will be dinner. Classes resume on (DATE TBA – the Monday after Spring Break). **(Travel plans must be made according to that schedule to avoid additional housing costs.)**

SPRING SEMESTER CLOSING – Halls/apartments officially close at 6:00 p.m. on (DATE TBA – the last day of Final Exams for the Spring Semester). Students must vacate residences 24 hours after their last final or by the above date, whichever comes first. Before departing, all residents must check out with the residence hall staff and return their key(s). Room accommodations will be provided for graduating seniors participating in the official commencement ceremonies. A limited number of facilities will be open for seniors, and consolidation may be necessary and all students must vacate by 6:00 p.m. on the day of commencement. Students who are here beyond either date without permission will be subject to a fine.

RESIDENTIAL CHARGES - The charges for the 2023-2024 academic year are as follows:

Cronogue Hall: \$14,530 (40 block meal plan)	TH/Apt. Single Rooms: \$13,805 (40 block meal plan)	TH/Apt. Double Rooms: \$12,705 (40 block meal plan)
Aubin Hall: \$18,320 (unlimited meal plan)	Cashman / Pontigny / Canterbury Halls: \$17,670 (unlimited meal plan)	Traditional Residence Halls: \$16,495 (unlimited meal plan)
Upgrade From 40 Block Plan To Unlimited Plan: \$5150 (for year). Students on the Unlimited Plan MAY NOT Reduce to the 40 Block Plan		

The Residence Fee is for room, board and campus services. Students living in College housing are required to have their meals in the College Dining Hall. Students residing in traditional housing will have a “Carte Blanch” meal plan. Upper-class students living in apartment housing will have a 40 Block meal plan (40 meals per semester). The college reserves the right to change meal plans as deemed appropriate. All meal plans cease at the end of each semester and are not transferable.

TERMINATION OF CONTRACT - The contract guarantees housing to the student, but it does not guarantee a specific assignment requested by the student. The Office of Residential Life reserves the right to enforce an administrative move if continued residency by the student at the existing location is determined by the Dean of Student Services or their designee to be detrimental to any part of the College community. The College may terminate the housing contract without notice in the event of an emergency and/or public health situation that would make continued operation of College housing not feasible or practical. The College reserves the right to terminate the housing contract/lease for reasons of conduct in violation of the Code of Conduct.

Permission to terminate this contract may be granted by special approval, provided that such a release would not create a permanent vacancy. In the event of a contract release, a refund will be prorated to the date of the return of the key and the release (whichever is later); no refunds, however, will be granted to students who vacate during the last two weeks of either semester.

The College may terminate this contract, or any portion thereof, and revoke the student's right to occupy his or her room (including denying access to the room) for any of the following reasons. Refunds will not be granted for temporary suspension of housing services that result from an emergency, act of God, force majeure, other exigency, or public health situation, but if the College terminates the contract for the remainder of a semester, it will issue refunds on a per diem basis for the unused remainder of any such semester.

A. Exigency. The College may terminate or temporarily suspend performance of any part of this contract without notice in the event of an emergency, act of God, force majeure, other exigency, or public health situation that would make continued operation for the Housing and Residence Life non-feasible or impractical. Any refunds for non-temporary suspension of the contract will be handled as specified above.

B. Monetary Breach. A failure of the student to pay any fees or other amounts due to the College under this contract.

C. Violation of Community Standards. Violation of College Community Standards may be grounds for College disciplinary action and termination of the housing contract.

D. Removal and Suspension. Residents may be removed or suspended from campus housing for failure to comply with College regulations, or if their actions are found to be detrimental to the welfare of other residents. Residents removed or suspended from housing may be prohibited further access and/or visitation in campus housing.

E. Failure to Comply with the Contract. If the resident fails to comply with any portion of this contract, the College may cancel this contract using appropriate notice.

F. Health, Safety, General Welfare or Emergency. If the College finds, in its sole and absolute discretion, that such action is appropriate for the health, safety, or general welfare of its students and the campus community.

G. Ineligibility to Continue Enrollment. If a student is unable to meet academic requirements or maintain an academic load of 12 credits, the College may cancel this contract.

It is College policy that students in College housing do not sublet their rooms at any time during the contract term. The College reserves the right to cancel the contract of any student who does not check into their room by the first day of classes or notifies the Office of Residential Life prior to that date that she/he will arrive after that date.

RESIDENTIAL CHARGES - the Residential charges for each semester are due and payable upon receipt by the student of the statement of semester charges from the Office of Student Financial Services.

ROOM ASSIGNMENTS - All upper-class students choose their room during the Room Selection process held in the spring for the following fall. Only those currently living on campus may participate in Room Selection. Detailed information will be distributed prior to the process.

ILLEGAL ROOM CHANGES – may result in a \$150.00 fine and/or the student return to their assignment. There is a room freeze for the first two weeks of every semester to give the Residence Life Office a chance to reconcile rosters although we retain the right to approve changes at any time.

ROOM ENTRY - the College considers a student's room private and respects the resident's right to privacy. However, under reasonable conditions, the College reserves the right, without search warrant, to conduct an inspection or search of any student's room at any time with the approval of the Dean of Students or a designee. Furthermore, the College reserves the right to enter student rooms during all vacations periods for maintenance, housekeeping, and safety reasons.

ROOM CONDITION/DAMAGE - Students will have the opportunity to notify Residence Life staff of damages to their room / suite/ apartment at the start of each period of occupancy. Any damage or repairs necessary (beyond normal wear) when residents vacate, that are not documented upon move-in, will be billed to the occupants of that room. All spaces should be left in the condition students found it upon arrival.

Any damage that occurs in a student's individual room or in any common suite, apartment, townhouse, lounge, or hallway during the academic year will be assessed to that student(s) at the time of incident unless the damage is determined to be the fault of a third party. Room owners are held financially responsible for all damage to their rooms or common areas.

Residents are responsible for reporting any damage and/or broken windows, doors, or locks to the Facilities Office in a timely fashion. Failure to do so may result in further damage and/or unauthorized entry by others, both for which the student is held accountable. It is also the responsibility of the student to insure that their door and windows are locked when departing for vacations/breaks. Failure to do so may result in the student being liable for any damages incurred. Residents are permitted to personalize their rooms with the exception of painting or permanent decorations. Construction of lofts is allowed in some areas, with the exception of the Aubin Hall, Cashman, Canterbury or Pontigny Hall, Cronogue Hall, and Townhouses). Guidelines for construction are in the Student Code of Conduct and College Policies under "Room Alterations". All lofts must be registered with Residence Life staff, and all construction must be removed by the residents prior to the end of the year. Cinder blocks are prohibited in residence halls.

Signing a Residential Contract is like signing a lease for an apartment off campus. As such, you have accepted the "responsibility for any loss or theft of personal property (either yours or your guests)", or for damages or destruction of such property by fire, water, or any other cause. All residents are advised to procure insurance against such eventualities, since the College does not purchase this protection for students".

GUEST POLICY – As a Catholic college, Saint Michael's College is committed to respecting the inherent dignity of each person, and this value must be of greatest priority to all of our students. For Saint Michael's College resident students, the right to sleep, study, and remain in one's living space should always take precedence over the privilege of having guests. Furthermore, reflective of Catholic values and moral teaching, Saint Michael's College encourages relationships between young adults that foster physical, emotional, and spiritual well-being and, as such, the College does not permit cohabitation.

All non-student guests must be registered in accordance with the online guest registration process and must carry a valid photo I.D. and printed out guest form at all times. All Saint Michael's College student hosts must inform their Resident Director of any guest visitors.

Students are permitted to host no more than two guests during any period of time. Guests cannot stay beyond two days / nights in a one-week period. If a guest is under the age of 18, the student must obtain permission from the Director of Residential Life. As is the expectation with all our students, guests must use a bathroom designated for their gender or gender-neutral.

The full text of the Guest Policy can be found in the ***Student Code of Conduct and College Policies***.

COOKING / APPLIANCES - No cooking appliances other than low voltage microwave ovens are permitted in residence hall rooms. Glass bottles are prohibited in residence halls and living areas.

REFRIGERATORS - Refrigerators, 4.0 cubic feet or smaller, are permitted in residence hall rooms. Refrigerators are never permitted in the hallways or corridors.

FIRE SAFETY - Any room alterations (including lofts) must be in compliance with existing fire codes. Tampering with fire equipment is also a serious offense. Offenders will be fined and are subject to disciplinary action. Candles and incense are both open flames and considered fire hazards and are not permitted in any residential facility and are subject to a disciplinary action and/or fine. Halogen lamps are prohibited in all campus buildings. Kerosene or electrical space heaters are not permitted in any residence hall, room, or apartment. Exterior holiday lights are prohibited. Students found in violation of the Fire Safety Policy may be subject to a fine.

SMOKING POLICY – Saint Michael's College is a tobacco free institution and smoking is not allowed in any area on campus. Please refer to the Student Code of Conduct and College Policies for further information regarding the Tobacco Free Campus Policy.

ROOM KEYS / KNIGHTCARDS - New Students will receive a room key, a mailbox key, and a KnightCard. The KnightCard is used as your key to enter buildings and residence halls, and in some cases, your room/suite/apartment. During subsequent years, or if changing rooms during the year, a new room key(s) will be issued. All student rooms should be kept locked when unoccupied. Saint Michael's College is not responsible for personal property missing from rooms. Lost keys or Knightcards may be replaced by paying the \$40.00 fee per key / Knightcard charge. A key replacement form should be completed in the Student Life Office and a student's account will be charged. When moving out, residents must return all room keys. Residents who do not turn in their room keys will be charged a \$100 fee to change the lock core. Students return mailroom keys IF they are not returning to Saint Michael's College the following semester/year.

LOST ROOM KEYS - Residents MUST report lost keys immediately. To minimize potential security risks, the lock core on the room door will be changed and new keys will be issued. The fee to change the lock core and issue replacement keys will be \$100.

LOST / REPLACEMENT KNIGHTCARDS – In the event of a lost KnightCard, the replacement cost is \$40. (In the event that a KnightCard has become demagnetized, and the old card is returned, the replacement cost is \$15.)

LOCK OUTS DURING OFFICE HOURS - Lockout keys and Lockout fobs are available at the Student Life Office during business hours Monday-Friday. To obtain a spare key, a resident student will need to present their KnightCard or an alternative form of valid identification.

A student will be allowed to sign out the key for 4 business hours. In the event the office is closed, the student may return the key in a key envelope and place the envelope into the lockbox outside of Student Life. However, failure to return the lockout key or lockout fob within the hour will result in a fine (\$25 per key / \$100 per fob). Residents may be asked to verify that they are in possession of their original room key by presenting it when they return the lock out key.

Lock out keys will be provided at no charge for the first **three** requests. When a resident exceeds three requests per semester, each new lock-out request during office hours will incur a fee of \$35 per incident.

Failure to return a lockout key within 48-hours will result in an automatic core change and new keys issued. The fee to complete a core change and issue new keys is \$100. Failure to return a lockout fob within 48-hours will result in a \$100 lost card fee.

LOCK OUTS OUTSIDE OF OFFICE HOURS – If a student is locked out at a time outside of office hours, they may call the Switchboard (802.654.2000) for a lockout. Switchboard will contact the RA on Duty or a Public Safety Officer to assist.

- **LOCK OUTS OUTSIDE OF OFFICE HOURS COMPLETED BY RESIDENCE LIFE STAFF MEMBERS:**
Lock outs will be performed by a Residence Life staff member at no charge for the first **three** requests. When a resident exceeds three requests per semester, each new lock-out request will incur a fee of \$35 per incident.
- **LOCK OUTS OUTSIDE OF OFFICE HOURS COMPLETED BY PUBLIC SAFETY:**
Lock outs will be performed by a Public Safety Office at no charge for the first **three** requests. When a resident exceeds three requests per semester, each new lock-out request will incur a fee of \$35 per incident.

FEES ASSOCIATED WITH LOCKOUTS / KEY or KNIGHTCARD REPLACEMENT - All fees for room key replacement, knight card replacement, lockouts, lock changes will be placed on the Student Account. The fee will show as "Key Replacement".

FURNITURE REMOVAL - College furniture (bed frames, mattresses, couches, and other furniture) is not to be removed from student rooms/apartments. Furniture found in hallways, basements, or outside, will be removed by Facilities and the student will be charged for the replacement cost.

PETS - No pets (dogs, cats, fish, ferrets, lizards, etc.) may be kept in residence halls/apartments or brought into any building on campus. If a student requires an Emotional Support Animal, they must first receive permission through the Individual Accommodation Process. If a student requires a Service Animal because of a disability, the College would appreciate providing notice of that to The Office of Accessibility Services at accessibilityservices@smcvt.edu.

HOT TUBS - Due to liability, safety, and maintenance concerns, hot tubs are not permitted on campus.

AIR CONDITIONERS - Due to liability, safety, and maintenance concerns, air conditioners are not permitted on campus.

GLASS BOTTLES – With regards to the safety of those on our campus in wheelchairs as well as facilities and custodial staffs who must pick up broken bottles, we urge that containers other than glass be used on campus and in particular in our townhouse areas.

PROHIBITED ACTIONS/ITEMS – For the safety of all residents on campus, certain actions/items are prohibited from campus and are considered fire safety violations. For a complete list of these items, please consult the [Saint Michael's College Student Code of Conduct and College Policies](#).

DECORATIONS – Nothing (including tapestries or other fabrics) may be hung on sprinkler pipes or block fire safety devices or block any egress or exit.

OUTDOOR FURNITURE – Only furniture intended for use outdoors (patio/deck furniture) may be used or stored outside. Indoor furniture (i.e., couches, loveseats, etc.) as well as structures (bars, tables, etc.) may not be used or stored outdoors. All college-issued furniture must

remain in the assigned room/apartment. Students will be charged for removal of furniture that is not intended for outdoors.

DISCLOSURE - Your living space may contain sources of lead & asbestos. Please contact the Facilities Office with any concerns.

COLLEGE COMMUNICATIONS POLICY – Saint Michael's College, and therefore the Student Life Office, officially communicates with students via: Electronic (Mikenet Email) and on College Letterhead distributed to campus PO Box and/or permanent address. Students will be expected to check both means of communication on a regular basis and will be responsible for their timely response to the information provided. Communications **will not** be sent to students' personal email accounts.

OTHER: College-authorized personnel may be issued resident room keys in order to carry out routine maintenance and to perform other duties. The College reserves the right to enter resident rooms to conduct repairs, to perform inspections, to respond to emergencies or to restore order, as is noted in the Code of Conduct. Every effort will be made to notify residents in advance.

The above stated guidelines are written with the health and welfare of all residential students in mind. Saint Michael's College reserves the right to make modifications pertaining to matters included on this contract and those in the Student Code of Conduct and College Policies when such modifications are deemed necessary.

This document is available online at: <https://www.smcvt.edu/student-life/housing-and-dining/living-at-saint-mikes/details-about-housing/residential-contract-and-policies/>.