

OFFICE OF RESIDENTIAL LIVING

WELCOME HOME

RESIDENTIAL LIVING HANDBOOK

NICHOLLS STATE UNIVERSITY

Nicholls State University reserves the right to supplement, withdraw, or change this handbook.

OFFICE CONTACT INFORMATION:

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Office Of Residential Living 985-448-4479 Saturday & Sunday 10:00 AM - 8:00 PM
Student Access Center 985-448-4429

FRONT DESK PHONE NUMBERS:

University Counseling Center 985-448-4080

RESIDENT ASSISTANT ON-DUTY:

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Brady Complex	985-448-4479	Ellender & Babington	985-387-2097
Calecas Hall	985-448-5001	Millet Hall	985-387-0526
Ellender Hall	985-448-5071	Scholars Hall	985-387-5140
Millet Hall	985-448-5556	Zeringue Hall	985-387-2043
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WELCOME HOME

Mission | Residential Living

The Office of Residential Living at Nicholls State University maintains a student-focused living-experience for residents by providing dynamic residential communities and co-curricular opportunities in a safe and secure environment. All while advancing the educational mission of the university by developing students and providing resources that foster a positive living-learning experience.

Vision | Residential Living

To be the preferred housing choice for Nicholls State University students where all residents have a positive living-learning experience.

Student Expectations

This handbook is a compilation of information regarding residential living at Nicholls State University. Students are expected to read and be familiar with the contents of this handbook. The University assumes that students have read it thoroughly and become acquainted with all the policies and regulations it covers. Whether resident or non-resident, student or guest, the rules listed herein are applicable under the designated circumstances.

The information in this handbook is up to date at the time of publication. However, changes may occur following its publication. If so, appropriate notification will be made. While this handbook covers most of the University's guidelines and policies, students should be familiar with other publications of the University as well, among them the Code of Student Conduct, University catalog, and various brochures. If any item in this handbook seems vague or ambiguous, please address questions to the Office of Residential Living for clarification.

Please note that throughout this handbook, the phrase 'residence halls' refers to North and South Babington, Ellender, Calecas, Millet, Scholars, and Zeringue Halls. The Brady Apartment Complex and Family Housing are referred to as apartments.

Student Responsibility

By applying for admission, all students assume full responsibility for their conduct and actions while at Nicholls State University. Nicholls State University assumes a non-custodial relationship with students. Each student is considered an adult and is accordingly susceptible to legal responsibility for his or her acts or omissions. In the event any assertion or claim for damages is made against Nicholls State University due to the negligent or intentional act or omission of any student, the University reserves the right to seek restitution from or indemnity by the student as to all such claims, damages, costs, or expenses incurred by the University in connection with such claim.

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Welcome From The Director of Residential Living

Welcome Home, Colonel,

On behalf of the Office of Residential Living, I would like to welcome you to living on campus here at Nicholls State University.

You have joined a community that encourages learning in all aspects of life. Living on campus, you will find that we are a lot more than just a place to live. We provide facilities, programs, and services that will assist you in achieving your academic goals. I encourage you to get involved in your community, participate in the various residential programs, and

become involved in the residence halls to make a difference in your living community. Additionally, between our Hall Director (HD), Resident Assistant (RA), and Desk Assistant (DA) positions, we have around 80 student leader positions and employment opportunities within the Office of Residential Living, one of which could be for you!

The Residential Living Handbook is intended to acquaint you with the services, procedures, and amenities available to you as a Nicholls State University on-campus resident. It also informs you of the policies, rules, and regulations within the residential communities which you and your guests are expected to know and follow in order to stay safe, secure, and to remain in good standing during your experience. Your understanding of and respect for these guidelines are critical to your success as an on-campus resident.



If you have any questions, the Residential Living staff are always around to assist you. Please don't hesitate to stop by, call, or email. I hope you have a great experience this year at Nicholls State University!

Geaux Colonels,

Alex Coad, M.Ed.

Director | Office of Residential Living

Meet Your Hall Staff

The Residential Living team is always available to assist residents. There are over 40 staff members that live in the halls and can assist you at all hours of the day. Several of these people are particularly important, and you should be familiar with their responsibilities.

- Area Coordinators | The Area Coordinators are full-time live-in university employees. The
 AC's primary responsibility is the overall management and supervision of the residence halls
 and apartments on campus. The AC supervises the Hall Directors, Resident Assistants, and
 Desk Assistants, advises student groups, plans and implements residential living programs,
 and assists with judicial proceedings for Residential Living Handbook policy violations.
- Graduate Assistant | The Graduate Assistant for Business Operations is a staff member whose principal responsibilities include staff supervision and development, residential education, community development, crisis management, administration and building management, student discipline, Residence Hall Association advising, summer operations, and other departmental/university-wide responsibilities.
- Hall Directors | The Hall Directors are upper-class or graduate students responsible for supervising Resident Assistants, Desk Assistants, overseeing judicial proceedings for their area, and planning and implementing residence life programming. Hall Directors have been RAs and excelled to the point of promotion and more responsibility.
- **Resident Assistants** | If you live in a campus residence, the Residence Life staff member you will see most often is your Resident Assistant (RA). RAs are upper class or graduate students assigned to a specific community and live with the students. RAs are chosen for their qualities of leadership, maturity, and desire to help others. Their major responsibilities include: knowing each student in their community, serving as a resource, making referrals, assisting in programming, facilitating a floor environment conducive to community living and learning, and familiarizing students with University regulations.
- Desk Assistants | The Desk Assistant (DA) is a student staff member employed by the Office of Residential Living. DAs are responsible for monitoring the front desk areas, assisting residents, checking in guests, and ensuring the safety and security of the residence halls.

CONTRACT & ASSIGNMENT INFORMATION

Living On-Campus

Living on-campus should be an enjoyable and rewarding experience with opportunities for self-development. To encourage that process, students are expected to follow all residential living regulations and to be considerate of others and of University property at all times. The residential experience requires an increasing level of physical, psychological, and emotional independence on the part of students. It is the University's expectation that all residential students will be capable of living independently and unassisted within the residential facilities. The University retains the right to decline housing for students who are unable to meet the University's housing expectations. Individuals needing accommodations (ADA should contact (985) 448-4783 or visit www.nicholls.edu/ada for assistance.

Nicholls State University policy supports the philosophy that students who reside on campus are better able to form an important connection, academically and socially, with peers and faculty. We feel that when a student resides on campus, they will be more involved as members of the college community and will hopefully invest greater effort into learning and succeeding throughout their college experience.

The University reserves the right to request students who drop below full-time status (less than 12 credit hours) to live off campus. Students desiring to live off campus must submit an exemption application and receive approval from the Office of Residential Living prior to committing to an off-campus accommodation.

Enrolled students who begin the academic year living on-campus have signed an agreement for ONE FULL academic year (Fall to Spring) to live in the residence halls or apartments. They will not be allowed to break the contract except for those who meet the release requirements listed in the below section titled <u>Release from Contract</u> below.

Residential Living at Nicholls State University promotes the students' individual and academic development. It is the wish of the Residential Living Staff that disciplinary actions will not be necessary and that every resident will make a sincere effort to abide by the standards set for the residential community. Violations of policy are considered a breach of community standards. Residential Living strives to enforce residential and University policies and regulations in a consistent, fair, and unbiased manner and reserves the right to apply sanctions based on individual circumstances.

17+ Age Requirement

Students who apply to live on-campus must be at least 17 years of age or older by the time the contract becomes effective for the academic term for which they are applying. Students who are between the ages of 16 and 17 by the effective start date for the academic term may be permitted to live on-campus with prior approval from the administration and a written explanation and consent by their parent or guardian.*

*If the student is a legally emancipated minor, they must provide their own written explanation and appropriate documentation related to their emancipation to the Office of Residential Living with their request for approval.

Break Housing

Break housing is only available for students who have requested break housing in advance. Residents who sign up for break housing but do not have a break hall assignment may be required to temporarily relocate into a break facility.

All University housing except facilities designated by the University is officially closed for breaks during fall and spring semesters. Residents needing housing during Thanksgiving, Easter, and/or Spring Breaks have the opportunity to indicate this in their housing contract for the year. Break housing is an additional cost each semester beyond the original room rate*. Residents without a Break Housing indicated in their contract must leave campus during all break closure periods, besides Brady Complex residents.

For safety and security, all residents (including Brady residents) are required to register for break housing if they intend to reside in campus housing for a portion of or the entire break. Registration is required for any portion of the break. Failure to register by the specified deadline will result in a \$50 fine.

No meals will be served in the Galliano Dining Hall. Residence hall students who need housing between the fall and spring semester may request housing for that period. Requests for such housing may be granted on a space available basis. There is an additional charge for housing between the fall and spring semesters. If a resident is returning to the same residence hall room in the spring semester, the resident may leave belongings in the room over the break period. Residents moving to a new assignment in the spring semester are required to pack and remove all belongings and officially check out of housing at the end of the fall semester. While University police are available during break periods, all campus departments, including Residential Living, operate with minimal staff and reduced services.

*Special groups of students can be exempted from Break Housing fees. Breaks included in this definition are Thanksgiving, Winter, Easter/Spring, and June/August Intersession Periods. For these students, staying through a particular break is either serving in the best interest of the University or a requirement by athletics or their academic department.

All students approved to stay throughout this time are listed and the record is maintained on Residential Living's "Break Housing - Approved Stay" Google Sheet. This document is kept year to year in the electronic sheet in Google Drive. Examples of 'Special Groups' in this include but are not limited to:

- In-Season Student Athletes
- Music Department Student Performers
- Student Employees; verified by professional staff employers for whom they are actively working during the break
 - Recreation Center, Student Union, Residential Living, Admissions, Athletics (Ticketing/Gameday)
 - Each list will be approved by an executive team member from that particular department

Fletcher Community College Students

Fletcher Community College students can live on campus at Nicholls State University if they follow the policy listed in <u>APPENDIX III</u>. or <u>APPENDIX IV</u>., depending on their situation.

Gender Inclusive Housing

Traditionally, housing assignments are made on the basis of legal sex. By indicating an interest in Gender Inclusive Housing, a student is agreeing to being open to sharing a multiple occupancy room or apartment,

regardless of their roommate's legal sex, gender identity, or gender expression, which may include (but are not limited to) students who are transgender, non-binary, gender non-conforming, cisgender, etc.*

*Being open to living in Gender Inclusive Housing is not the same as REQUESTING Gender Inclusive Housing. If a student is someone who would feel more safe and/or more comfortable in Gender Inclusive Housing, please contact the Office of Residential Living via email at housing@nicholls.edu to submit a request.

It should be noted that gender information that is disclosed is used internally within the Office of Residential Living and is not shared with others in the residential community.

Housing and Food Service Contract

This document sets forth the conditions and terms of occupancy and may not be assigned to another person in any way. The individual signing the contract is fully responsible for meeting the conditions and terms of occupancy which are set forth in the document. Every resident in campus housing must have a current signed contract on file. The academic year contract includes the designated fall and spring semesters. The academic year contract does not include the period between the fall and spring semesters. The summer contract covers the designated summer session.

Housing Deposit

Each resident must submit a \$250 housing deposit with the housing application. \$50 of the deposit is a non-refundable application fee. The remaining \$200 may be refunded to the resident when the resident graduates or is exempted from campus housing requirements. The deposit will not be refunded if the resident cancels the contract before the contract ends. If the resident has a balance remaining on their University account, the refund will be applied to these charges.

Refunds

Refunds of housing and meal service charges are made in accordance with the University's refund policy. Residents who request to be released from their housing and meal service contract before the terms of the contract are completely met do not receive a refund of housing and meal plan charges, and they forfeit their housing deposit.

All residential students' deposit refunds will be processed in the same manner (with the exception of credit card payments noted in items 3 and 4 below).

- 1. Once a resident's check-out is completed and the room is inspected, Residential Living will apply any damages to a student's Banner account.
- 2. Housing will then release the student's Housing Deposit.
- 3. If the student's account has a credit, the University will issue a refund.
- 4. If an international student paid their deposit with a credit card, then that card will be refunded. This only applies to international students.
- 5. For international students who paid with cash or check, the credit will be mailed to the student's physical primary address listed in Banner.
- 6. If an international student wishes to have the check mailed to a different mailing address than is listed in Banner as his or her physical primary address, the student should update this address.

Room Changes

It is expected that residents will remain in their assigned rooms/apartments throughout the contract period. Any empty/unassigned spaces in a room or apartment are the property of the University and are to remain unoccupied. Residents of the room or apartment are not permitted to utilize the space(s) or grant access to the space(s).

All room change requests begin in Residential Living. Room changes must be completed within 48 hours of approval unless otherwise approved by Residential Living. Unauthorized room changes carry a \$100 fine. A resident requesting a change due to difficulties with a roommate, suitemate, or apartment mate is expected to discuss the situation first with a member of the Residential Living Staff prior to requesting a change. The staff member(s) will work with residents and assist them in resolving the conflict. If no workable agreement can be reached after sincere attempts at mediation and resolution, a room change may be considered.

Room Consolidation

Students who are without a roommate/suitemate for any reason in rooms or apartments and have not requested a paid single room (where available) may be required to move to consolidate room usage. This policy ensures that all persons having the privilege of a single room are treated equitably. Being required to consolidate means the student must either select a new roommate /suitemate from among other residents who must consolidate or be assigned to another room/apartment. Students will be given the option to choose their own roommate/suitemate if possible. Residential Living is available to help by providing names of persons who need roommates/ suitemates.

Students may not select a change that places another student in the consolidation category. Students may:

- A. select as a roommate/suitemate another resident who is currently without a roommate/ suitemate,
- B. accept a roommate/suitemate selected by Residential Living,
- C. be reassigned to another room, or,
- D. if sufficient space is available, be given the option to pay for a single room.

The choice must be made within one week of notification from Residential Living. Failure to comply may result in disciplinary action and additional fees. If students fail to make their own arrangements or fail to request Residential Living administratively reassign them, Residential Living reserves the right to assess the single room rate, to reassign them to another room/apartment, or to assign them a new roommate. Once Residential Living has taken action, the new assignment shall remain in effect for the remainder of the semester.

Room Entry

Residents have the right to privacy within all campus residential facilities. However, the University reserves the right for Residential Living staff members and duly authorized agents to enter individual rooms while performing their duties, including, but not limited to, maintenance issues, routine closings, health and safety inspections, and emergencies.

Knocking/Entrance Protocol

Used when staff personnel enter a student's room/apartment.

- a. Residential Living staff members will knock loudly three times, always leaving time (minimum of 20 seconds) in between each knock to allow the resident to come to the door, before entering.
- b. Staff members will announce their affiliation with the University by saying: Housing, RA, Maintenance, Residential Living, Custodial, etc.

- c. After the third knock and no answer, personnel will then key into the room by slowly opening the door approximately 6 inches and announcing their affiliation again while informing residents that they are entering the room and wait a minimum of 20 seconds to enter.
 - If any interior door must be entered, the same procedure above is followed.
- d. A staff member will complete the task at hand and exit the room/suite/apartment.

The University is sensitive to the privacy of students living in campus housing. The University reserves the right for University personnel to enter rooms for the following purposes:

- <u>Maintenance</u>: to check on and/or complete repairs, inspections, inventory, sanitation, furnishings, preventive maintenance, etc.
- **Safety:** to monitor for missing persons, illnesses, safety, violations of residential and/or University regulations and/or other rules and laws, etc.
- Welfare: to conduct an inspection whenever it is felt that the community's or individual's welfare is at risk
- o <u>Inspections:</u> to ensure residential facilities are being regularly and properly cleaned and maintained. Although not required, the University will attempt to notify the resident(s) when University personnel have entered or plan to enter their living quarters. An inspection is made of all rooms and apartments at the beginning of each semester and periodically throughout the year. The resident(s) may or may not be present during the inspection. Staff members have the authority to enter the room/apartment even if the resident(s) is/are not home at the time of the inspection.

Room Search (Administrative)

The Director or Assistant Director of Residential Living shall determine if there is a reasonable belief of policy violation and/or imminent harm sufficiently exists to search a student's room or apartment. If reasonable belief is determined, the student will be informed of the basis for the search. If possible, the search will be conducted in the student's presence. However, the student's absence will not prohibit a search.

Law Enforcement Search

A student living in University residential facilities is not immune from a legal search by law enforcement officers. In order for a law enforcement officer to perform a search of the room, there must be probable cause or consent from the occupying party for the search to be performed.

Occupancy Conditions

Periods of occupancy of the residential facilities by the assigned students are governed by the academic calendar. Residence halls and apartments may be occupied only by the assigned students and their guests in accordance with the visitation and guest policies. Assigned students cannot reassign or transfer occupancy to another person. With the exception of Family Housing, all occupants assigned to an individual room, suite, or apartment must be of the same birth gender or gender identity. Any person living in University residential facilities without a valid contract or permission from Residential Living will be considered a trespasser. Trespassers may be subject to criminal charges of trespassing and/or loitering, and such individuals will be required to leave the residential facilities immediately. Residents who permit a person to live in University residential facilities without a valid contract may be sanctioned and/or fined.

Occupancy Terms

The terms of occupancy shall be for the full academic year (fall and spring semesters). If a student moves into campus housing after the beginning of a semester, the terms of occupancy shall be for the remaining portion of the academic year. Occupancy during session(s) other than the academic year requires a separate contract. Any student occupying a room or apartment without authorization from Residential Living after the contract

period ends will be liable for late check-out fees and housing charges until the premises are vacated, as well as disciplinary sanctions and/or fines. The fee for unauthorized late check-out is announced by Residential Living prior to the end of each semester.

Property Insurance

The resident assumes the risk of theft, loss, damage, or destruction of personal property which may occur in the housing area. The University assumes no responsibility for residents' personal property. It is strongly recommended that residents cover their personal property through a family or personal insurance policy. Personal property should be marked for identification. Serial numbers and other identification information for electronic equipment and other personal property should be recorded and filed for reference purposes. It is the responsibility of students to lock the doors and windows of their rooms/apartments, and they are expected to do so.

CANCELLATION OF CONTRACT

Academic Suspension

Residents who are suspended from the University due to academic reasons must vacate the residential facilities within twenty-four (24) hours of the suspension. If the suspension occurs after the end of a semester, the resident's housing and food services contract for any following semester(s) will be canceled. The deposit will be refunded, pending any charge for damages. If a student placed on academic suspension appeals for a waiver of the suspension and the appeal is approved, the student will have to **submit a new housing and food service contract**. Housing assignment priority will be based on the date of the new application.

If this has happened to you, we strongly encourage you to take advantage of the various support services available. For example, the University offers tutoring and advising services. The advising center is in 234 Elkins. The Tutoring Center is located in room 143 Peltier Hall. We also encourage you to seek help from your instructors. You will find them to be very supportive in providing students assistance. The Counseling Center in 224 Elkins Hall offers free counseling services and works with many students to address stress-related issues. Students are also encouraged to utilize medical services provided by Student Health Services in Ayo Hall.

Contract Cancellation

The housing contract is for the entire academic year (both Fall & Spring). The summer housing contract is for the summer session(s). The deadline to cancel the contract is July 15th for the academic year and May 15th for the summer session. The deadline to cancel new spring contracts for the spring semester is December 15th for new spring residents who did not reside on campus during the previous fall semester. Residents wishing to be released from their contract must complete the Housing and Food Service Contract Release Request along with supporting documentation. Release requests are available online through the housing website. Submission of the release request does not result in automatic cancellation of the contract. Release requests must be reviewed and approved by the Office of Residential Living before the resident makes any alternate housing arrangements. For a detailed list of our policies regarding contract cancellations, please see **Appendix** II.

Exemption and Living Requirements

At Nicholls we strive to provide a living-learning environment that supports the academic success of our students as well as their personal and social growth. We believe that our high quality residential facilities provide opportunities for students:

- o to engage in campus life,
- o to enhance their social experience,
- o to easily access study-friendly environments and facilities;
- to live in a safe space;
- o to have consistent access to healthy meals.

We are confident that once you experience our on-campus living that you will want to call it home until you become a proud Nicholls Alum.

Housing Requirements and Exemption Criteria | All students under the age of 20 are expected to live on campus housing unless they meet one or more of the following:

- Student living in a family member's house in commuting distance
 - Commuting distance is defined as less than 1 hour *or* within the following parishes: *Lafourche, Terrebonne, St. Mary, Assumption, Ascension, St. Charles, St. James*
- Student who is a parent or primary caregiver of a family member
- o Student who is married or who is in a cohabitating living arrangement with significant other
- Student who has completed four regular semesters
- Student enrolled in less than 12 hours per semester
- Student enrolled in full-time solely in Nicholls Online classes
- Student who has veteran status or is active military
- A student for whom living on campus contributes to a significant financial burden
- A student medical, disability, or mental health needs are not conducive to living on campus
- o Student whose religious practices cannot be accommodated through campus housing
- Student participating in an approved internship/externship outside of commutable distance
- Other extenuating circumstances falling outside of these criteria will be evaluated on a case by case basis

Exemption Request Clarification Information:

All students with Banner addresses in the listed Parishes above are automatically exempt and do not have to complete exemption request paperwork. All other requests for exemptions should be chosen on the drop down menu in the housing portal application with attached documentation as explained below:

- All students within a 1 hour commuting distance but outside of the listed parishes should complete
 the request by indicating they are living within a family member's household and attach a Google Map
 indicating the less than 1 hour commuting distance.
- **Parents, caregivers/guardians, married, or cohabitating** | Appropriate documentation (i.e. marriage license; documents demonstrating cohabitation; confirmation of dependent).
- **Veteran/Active military**: A copy of DD214 or Orders should be provided.
- Completion of four regular semesters (Fall and Spring) | A copy of their transcript should be provided.
- < 12 hours enrollment | A copy of course schedule for that semester should be provided.
- **Internship/Externship** | A statement from professor of record overseeing course associated with the internship/externship.
- o **Financial burden** | A personal statement from the student and a corroborating statement from family member(s) or other appropriate source {Please note, we respect the dignity and privacy of all individuals and these documents help us to make fair and consistent decisions and will not be shared with anyone outside of the residential living chain of authority}.

- Medical, mental health, disability | A personal statement and appropriate documentation from a licensed treating professional on letterhead and dated within 6 months of exemption request that specifically states that your condition prohibits you from living in on-campus housing environment {Please note, we respect the dignity and privacy of all individuals and these documents help us to make fair and consistent decisions and will not be shared with anyone outside of the residential living chain of authority}.
- **Religious** | A personal statement and appropriate supporting documentation that helps the university understand your situation (i.e. letter from pastor/minister on letterhead).

Eviction

Eviction from campus housing may occur due to, but not limited to:

- o failure to pay housing or other charges when due,
- o failure to be enrolled,
- o violations of any University policy, and/or
- academic or disciplinary suspension from the University. Students evicted due to a disciplinary matter
 or failure to pay one's University account will receive no refund or reduction of housing or meal
 charges and will forfeit the housing deposit. The deposit for students evicted due to academic
 suspension will receive a refund of the housing deposit.

Judicial Violations that May Result in Eviction:

(This list is not all-inclusive, but rather is intended to give some examples of serious violations.)

- Possession or use of dangerous weapons/substances including guns, knives, explosives, or flammable materials.
- Possession or use of illegal drugs or bulk alcohol.
- Tampering with fire-safety equipment.
- Physical abuse of others or self, including assault, sexual assault, or suicide attempts.
- Threats of violence to others or self, including physical threats, sexual harassment, or suicide threats.
- Throwing or dropping objects from or at a building.
- Repeated violation of policies or regulations.

Release from Contract

If a student seeks to break or end their housing and food service contract mid-year, between Fall and Spring, that is called a Release. If a Release request is granted, the student is not required to live on campus for the following semester.* Releases are granted for the following criteria:

All students under the age of 20 are expected to live on campus housing unless they meet one or more of the following:

- Student living in a family member's house in commuting distance
 - Commuting distance is defined as less than 1 hour *or* within the following parishes: *Lafourche, Terrebonne, St. Mary, Assumption, Ascension, St. Charles, St. James*
- Student who is a parent or primary caregiver of a family member
- o Student who is married or who is in a cohabitating living arrangement with significant other
- Student who has completed four regular semesters
- Student enrolled in less than 12 hours per semester
- Student enrolled in full-time solely in Nicholls Online classes
- Student who has veteran status or is active military
- o A student for whom living on campus contributes to a significant financial burden
- A student medical, disability, or mental health needs are not conducive to living on campus
- o Student whose religious practices cannot be accommodated through campus housing
- Student participating in an approved internship/externship outside of commutable distance

 Other extenuating circumstances falling outside of these criteria will be evaluated on a case by case basis

*If a student intends to apply for a release from their contract, they should move out at the close of the Fall semester and do a full checkout (this includes completing a checkout form in our office, removing their belongings, and turning in their key**). If a student lives in the Brady Apartment Complex and is released from their contract mid-year after the beginning of January, they are subject to being charged the daily rate for that building for each day that they reside in that room in January. Their semester room rate accounts for August - December.

**If a student moves their belongings out of their room in anticipation of a release but fails to return their key until after January, they will be charged the daily rate for the room.

Resignation from University

A student who resigns from the University must vacate his or her residence hall/apartment and check out within 24 hours of the resignation unless permission to stay longer is granted by Residential Living. Students who occupy any housing facility but check out before the first day of classes during either semester of the contract period will be charged a pro-rata charge for housing and, as applicable, meals for the number of days the student has a key to the assigned housing space and/or belongings in the housing space. Students who resign from the University after the first day of classes during either semester of the contract period will receive a refund/credit of charges in accordance with the schedule published for a refund of tuition and fees. The housing and food service deposit will be forfeited.

MEAL PLAN

Colonel Cash

Colonel Cash is similar to munch money and is a form of currency on campus. Colonel Cash can be added online at any time and can be used as cash at several on-campus stores as well as many businesses off campus such as Subway, Wendy's, & Burger King.

Meal Plan

Every student living in Nicholls State University's campus housing is required to select a meal plan. Students can change their meal plans up until the 10th day of class as advertised by the Office of Residential Living.

Meal plans begin at dinner the first day the residential facilities open at the beginning of each semester. At the end of each break (Thanksgiving, Mardi Gras, Easter, etc.), meal plans begin at breakfast the day after the residential facilities open. Meal plans end at lunch on the day that facilities close. Students seeking meals over breaks, when the cafeteria is closed, are encouraged to utilize Chick-Fil-A on campus, or visit a local restaurant that accepts Colonel Cash.

- Meal Plan Options:
 - o 10 Meal Plan | 10 Meals, 5 Days/Week | Sunday Dinner Friday Lunch
 - o 15 Meal Plan | 15 Meals, 5 Days/Week | Sunday Dinner Friday Lunch
 - o 19 Meal Plan | 19 Meals, 7 Days/Week
 - Unlimited Plan | Unlimited Meals, 7 Days/Week
 - o Brady Bronze Plan (30 credits req.) | 5 Meals, 5 Days/Week | Sunday Dinner Friday Lunch

o Brady Declining (60 credits req.) | Declining Munch Money Balance

Munch Money

Munch Money is a declining balance associated with residential meal plans. The amount of Munch Money available to a resident is dependent on the meal plan the resident selects. Munch Money may be used for purchases in any campus dining facility. Munch Money balances do not carry over from one semester to the next.

RESIDENCE HALL INFORMATION

Residential Living Options

- Brady Apartment Complex | The Brady Apartment Complex at Nicholls State University provides a more independent living environment for students and requires a mature and responsible resident. Students are expected to take an active role in the apartment's care and upkeep. Residents who fail to uphold housing regulations and expectations as published in the Residential Living Handbook and housing materials may receive disciplinary sanctions. Students must earn a minimum of 25 credit hours to be eligible for apartment housing. There are two types of apartments in the Brady Apartment Complex:
 - 4 Bedroom Apartments | Apartment comprised of four individual students with single rooms. Each student has their own single room but shares a bathroom/vanity with one other student.
 - 2 Bedroom Apartments | Apartment comprised of two individual students with single rooms. Each student has their own single room, bathroom, and vanity.
- **Family Housing** | Residents of Family Housing are subject to the policies and procedures outlined in this Handbook and the Family Housing Contract. Family Housing has 20 individual apartments in the complex comprised of two types of units:
 - o 1 Bedroom Unit | Student has a standard one bedroom apartment.
 - o 2 Bedroom Unit | Student has a standard two bedroom apartment.
- Residence Halls | All residence hall accommodations are arranged in suites. Bath and vanity facilities in a suite
 are shared by the residents of that suite. Suites in Millet, Scholars, and Zeringue Halls are designated as either
 private or semi-private. Suites in Ellender and Calecas Halls have two separate resident living areas with one
 living area on each side of the bath. Each Calecas room shares a bathroom with another Calecas room.

Each private and semi-private suite is designed to accommodate two residents. Each traditional hall suite is designed to accommodate up to four residents (two residents in the left living area and two residents in the right living area). Residents may not request an entire suite be assigned to them exclusively.

- Semi-Private Suite | Suite-style room with an individual room space but no door to close. Rooms are separated by a dividing wall. Residents share a bathroom.
- Private Suite | Suite-style room with a door to their individual room. Rooms are separated by a dividing wall. Residents share a bathroom.
- 4 Person Suite | Suite-style room with two living areas on either side. Four residents share the bathroom, but two residents share one living area.
- 2 Person Suite | Suite-style room with two living areas on either side. Four residents share the bathroom, but two residents share one living area and have a door that separates the two spaces.
- **Single Rooms** | When space permits, Residential Living reserves the right to assign a double room in a traditional residence hall as a single (e.g., only one resident assigned to one side of the suite). Requests for

double rooms assigned as singles are approved on a space available basis. Such requests cannot be guaranteed. There are additional charges for double rooms assigned as singles. The University retains the right to reassign single occupancy rooms to double occupancy when necessary to meet the housing needs of all students.

Move-in (Fall) & Check-in (Spring) Information

- **Check-In Inspection** | Prior to the students' arrival, all residential facilities are carefully inspected by staff members utilizing an Inventory and Condition Report (ICR). At check-in, the resident will be asked to thoroughly inspect the assigned room/apartment and note any additional conditions or discrepancies on the ICR. The resident will be held responsible for any damage(s) and/or change(s) in the condition of the room/apartment not previously indicated on the ICR.
 - o **Inventory & Condition Report (ICR)** | The Inventory & Condition Report (ICR) states the condition of the residence hall room/apartment, including furnishings. The student receives this document when they move into the room/apartment and is expected to inspect the room/apartment and review the report. If the student finds any discrepancies and/or omissions, the student should note these in the appropriate area of the report. The student must return the signed report to Residential Living. The ICR is kept on file in the Office of Residential Living until the student moves out of the room/apartment. At that time, the ICR is used to inspect the room/apartment. The student may be charged for any damage(s) or change(s) in the condition of the room/apartment not previously indicated on the ICR.

Upon moving in, residents are provided the ICR and expected to review their room thoroughly. The resident should add any items or conditions which they want to be recorded as present when the resident initially moved into the unit. The ICR must be completed and turned in promptly to the facility staff within 48 hours. Residents who do not turn in their ICR will be responsible for all damages recorded in their unit when they check-out, regardless if the damages were present upon move in. Failure to turn in an ICR forfeits the resident's right to appeal any damage charges accrued.

• **Damages & Damage Appeals** | The residents of each room, suite, and/or apartment are responsible for keeping the room and its contents in good order and undamaged.

Damages caused by abuse or misuse of Residential Living facilities or equipment will be billed to the individual(s) responsible for the damage. Multiple or repeated incidents of damages may result in disciplinary action.

When damage occurs that is not considered routine, every effort is made to identify the individual(s) responsible for the damage. However, if the responsible individual cannot be identified, the residents of the floor, wing, or building may be assessed common area charges that will be split among all residents involved. Any appeal of damage charges or common area damage charges must be submitted in writing to the Office of Residential Living within *thirty* days of the billing date in which the students are notified. Appeals are only accepted from residents; appeals submitted by other parties are not accepted. Damage charges will be posted to the resident's university Banner account.

- **First Hall Meetings** | Floor meetings are held in each residence hall and in each apartment building at the beginning of each semester and throughout as needed. These meetings communicate important campus information to residents and/or gain information and feedback from residents on ideas or concerns. Residents are expected to attend all scheduled resident meetings. On some occasions, a floor meeting will be announced as mandatory and attendance by all residents is required. Due to the crucial and/or serious nature of these mandatory meetings, sanctions may be imposed on residents who fail to attend.
- Residence Hall Association Dues | Residence Hall Association dues in the amount of \$10.00 per semester are assessed to each resident to fund activities, events, and services for residents provided through Residential

Living. The payment of these dues is not mandatory but encouraged to provide funding for RHA and RA programmatic opportunities throughout the semester. Non-payment will have no consequences and all students will be permitted to check in, receive keys, etc., regardless of the payment status of RHA dues.

• Residence Hall Opening & Closing | Opening dates and times are designated and announced for each semester. Early arrivals are typically not permitted. A student is expected to vacate their assigned housing by 4:00 p.m. on the last day of final exams or within 24 hours after the student's last final exam, whichever is earlier. Students needing to stay past 4:00 p.m. on the last day of finals should follow the late departure request process. Graduating seniors are expected to vacate their assigned housing no later than 12:00 p.m. on the day following graduation.

What to Pack for Move-In Day?

• Essential Items

- o Bed Linens (Twin Extra-Long; Full Size in Brady Complex)
- o Blanket & Pillows
- o Towels, Wash Cloths, Robe, Flip Flops, & Laundry Basket
- Surge protector (UL approved, 15 amp breaker, 3 wire grounded plug, 6 or fewer outlets, on/off switch)
- o Chargers for all electronic devices
- o Toilet Paper, Paper towels, & Tissues
- Shower Curtain, Liner, & Hooks
- Flashlight & Batteries
- o Basic Medication, Bandaids, Health Insurance Card & Social Security Card
- Trash Can & Trash Bags
- Cleaning Supplies: Laundry Detergent, Broom or Swiffer Sweeper, Wet Wipes, Mop, Toilet Brush, Toilet Cleaner, Air Freshener, All-purpose Cleaner (No Harsh Cleaners)
- Clothing & Hangers (Be sure to pack for Louisiana Weather)
- School Supplies, Textbooks, & Backpack (order textbooks online through the Nicholls Bookstore; see the website for details; they price match)

Luxury Items

- Mini Fridge (5-7 cubic feet or smaller; Only 1 per room/side/space)
- Microwave
- Keurig or Coffee Maker (No open heating elements)
- Posters, Pictures, or Decorative Items (must use 3M command strips to hang)
- Curtains (Must use magnetic curtains or tension rods)
- Mirror
- Television
- Rug
- Nicholls Spirit Gear (check out the bookstore)
- o Basic Kitchen Utensils & Snacks
- Storage Containers

Check-out Information

- **Abandoned Items** | Any personal property left in the residence hall room, common area, at the end of the contract period or after termination of the housing contract is considered abandoned. Abandoned items are boxed and stored temporarily at the owner's expense (for up to one week). Fees for abandoned items include supplies (boxes, tape, etc.), labor and storage fees. If the item(s) remain unclaimed, the Residential Living staff will dispose of or donate them. The university assumes no liability for damage or loss of any abandoned property on its premises.
- **Check-Out Inspection** | All residents are expected to leave their room in as good of a condition as when they checked in.

Students must schedule an appointment to personally check out with a member of the Residential Living Staff or complete an express check-out form. The staff member will compare the current condition of the room/apartment to the conditions noted on the room's Inventory and Condition Report completed when the student moved into the room/apartment. The room must be cleaned and free of all personal belongings prior to being reviewed by staff. Professional housing staff will make an inspection shortly after the semester ends to make any assessments for damages and/or fines. The resident may be held responsible for damage(s) and/or change(s) in the condition of the room/apartment not previously indicated on the Inventory & Condition Report. Only professional housing staff may determine and/or assess fines. Students who do not properly complete the check-out procedures may be fined.

Things to do when moving out:

- Setup checkout time with an RA (by the RA's door)* **OR** do an express checkout by coming to the Office of Residential Living once the following is complete:
 - Remove All Personal Belongings from your room/suite/apartment
 - Clean Room Thoroughly (Sweep, Wipe Messes, Dust Ceiling Fan, etc.)
 - Clean Common Areas Thoroughly (Bathrooms & Kitchen)
 - o Take garbage to the dumpster
 - Take recycling to bins
 - Close & Lock windows, close blinds
 - Remove food from the refrigerator (& clean it thoroughly)
 - Keep A/C turned on 'auto', 72 Degrees
 - Turn off lights
 - Ensure all doors are locked
 - Turn in keys (this depends on which type of checkout you select)

*A checkout with an RA does not guarantee that there will be no damage charges. This is to have an opportunity to explain any damages or changes to an RA in person. Charges are assessed after move-out by a professional staff member.

Failure to clean the entire room/suite/apartment may result in a fine in addition to charges for cleaning and/or restoring the room to an acceptable condition. If the room or its furnishings are found to be damaged, other fines may result.

Improper Check-Out

- Failure to schedule check-out appointments or submit a completed Express Check-Out form.
- Failure to vacate prior to the time established by Residential Living.
- o If changing rooms, failure to move within 48 hours and/or to fully vacate the previous room.
- Failure to follow procedures set by the Residential Living office.

Failure to check out properly may result in a \$50 fine. Students must check out by 4:00 p.m. on the last day of final exams or within 24 hours after their last exam, whichever is earlier. Students needing to stay past 4:00 p.m. on the last day of finals should follow the late departure request process. Graduating seniors and students involved in the graduation ceremonies must check out by 12:00 p.m. the day after graduation.

• **Storage** | The Office of Residential Living does not provide short or long-term storage space for students' personal belongings. Residential students are expected to remove all personal items, clean, and vacate their room at the end of the Spring Semester (May). Should you need storage over the summer months, we encourage you to make appropriate plans with local storage facilities.

Hall Apartment Amenities

Barbecue Grills | In compliance with state fire code regulations, personal barbecue grills are not allowed in or
on residence hall and apartment facilities (including balconies, breezeways, and patios). Built-in barbeque pits
are available around campus for public use. Users of all campus grills or similar equipment must remain with
the equipment and visually monitor it throughout its use. Users of public grills are expected to clean the grills
after using them.

Brady Pool

- o Pool Hours: Open Every Day | 8:00 AM Dark
- The pool is restricted to on-campus residents and their guests
- Proper swimming attire is required
- o Running, wrestling, and diving in the pool area are not allowed
- o Bottles and glass are not permitted in the pool area
- Use the pool at your own risk, not responsible for injury
- Animals are not allowed in the pool for any reason
- o There is no lifeguard on duty
- Items left behind in the pool area will be discarded after 30 days
- Bed Bunking & Lofting | The height of beds in all housing facilities may be adjusted according to the design of the beds. Beds may not be additionally elevated by the use of unapproved lofting/bunking equipment, such as (unless approved by Residential Living staff), cinder or concrete blocks, bricks, cartons, wood, or other items. Certified, commercially manufactured bed risers may be used to raise beds three to six inches. Residential Living can provide loft kits during special circumstances until supplies run out.
- **Computer Rooms** | Each residence hall has a designated area equipped with computers. No food or drink is permitted in the computer rooms. Personal and/or unauthorized software shall not be placed or used on the computer room equipment. WEPA equipment is available in Ellender Hall and the Brady Clubhouse for printing. The equipment in the residence hall computer rooms is to be used for residents' academic work and personal communication. Inappropriate use of the equipment, including downloading abusive and/or pornographic materials, is prohibited and will result in disciplinary action.
- Cable Television | Cable is no longer provided in the residence halls or apartments.
- Common Area | Common area is defined as area available for use by all residents of the facility. This may include lobbies, lounges, stairways, hallways, breezeways, computer labs, laundries, kitchen areas, patios, and elevators. All residents share responsibility for their upkeep and security. Furniture in common and public areas may not be moved to other locations, including residents' rooms or apartments. Likewise, furniture or other belongings not assigned to or intended for public areas may not be placed or stored in these locations. Routine cleaning is provided by custodial staff. Students who create an unusual or excessive cleaning demand in a common area will be responsible for the cleaning of the area (see Cleanliness) and could be assessed a cleaning fee.
- **Kitchenettes** | Common Area Kitchenettes are available for each student and they can bring one microwave and one refrigerator to use in the traditional residence halls. Residents are responsible for keeping these areas clean and labeling any food or drinks that are placed in a community refrigerator, as the Office of Residential Living is not responsible for any items stored in these refrigerators. Personal dishes and utensils are personal property and are to be kept in individual rooms. Items left in kitchenettes or common areas are subject to removal and will be discarded.
 - Food preparation in the residence halls should be confined to designated common kitchens specifically equipped for such activity. The use of microwaves is the only acceptable and approved

method of cooking permitted in residence hall rooms. Residents who use common kitchen areas are expected to clean the areas, including all equipment, after their use.

- Laundry Machines | Each residence hall has laundry services that are free-to-operate. Each student uses an app that has \$5.00 preloaded to wash and dry clothes at \$0.01 per wash or dry. A student should never load their own money onto the app. If a student's laundry fund runs out of money on the app, they can email housing@nicholls.edu to reset their funds to \$5.00. Residents using the common laundry facility are expected to keep it in an orderly and clean condition. The University does not accept responsibility for any personal belongings left in the laundry facilities or for any damages to personal belongings due to the use of the equipment. Any problems with the machines should be reported immediately to Residential Living. Washers and dryers are included in all Brady apartment units.
- Laundry App (CSC Pay Mobile) | CSC Pay Mobile is the app that you use to manage your laundry process. From this app, you can start your washing or drying process, receive updates when it is finished, and check to see how many machines are available for use. provides information about the current status of laundry room equipment in each laundry room.
- Ice Machine | Ice machines are provided in all residence halls. Residents are expected to use these machines responsibly and to ensure they remain clean and functioning. No items should be placed inside or on the ice at any time. Malfunctioning machines should be reported to Residential Living immediately.
- Vending Machines | Vending machines are located on the first floor of all residence halls and in the North
 entrance of the Brady Clubhouse. Vending machines will accept Colonel Cash for payment. Requests for
 refunds should be directly reported by the student to the company via the machine number. Malfunctioning
 machines should be reported to Residential Living immediately. Tampering with vending machines may lead
 to disciplinary action.

GENERAL INFORMATION

- Communication with Residents | Residential Living communicates with residents primarily through their Nicholls State University e-mail and the telephone number provided in Banner. Please keep your contact information updated in the Banner system. Residents are expected to check their Nicholls email daily. Residents' failure to check their Nicholls email daily does not relieve residents of responsibility for information and expectations provided through e-mails sent by Residential Living.
- Confidentiality | Residence Life staff members will respect the private information that residents may share
 and keep it confidential. However, staff members will not, and cannot, promise absolute confidentiality. For
 resident safety and security, staff members are required to report to their supervisors any information
 concerning the safety and well-being of residents.
- Conflict Resolution & Mediation | Residents may encounter conflict with their roommate(s) from time to time. Roommate Agreements are utilized to assist with potential problems. If a conflict is encountered, all roommates must make a determined effort to resolve the problems in a fair, peaceful, and constructive manner. If a resident experiences roommate conflicts, it is important to address the situation early on in a one-on-one conversation. Should roommates be unable to resolve any conflict, assistance is available from Resident Assistants. For serious conflicts, staff members may require the roommate to complete a Roommate Contract. Additionally, if the aforementioned roommate conflict cannot be resolved with a roommate contract, other resources may be utilized for intervention, as necessary.

Mediation is strongly recommended when residents are in conflict with each other and unable to resolve the situation themselves. In mediation, residents have the opportunity to express their perspectives and feelings in a mutually respectful atmosphere and manner. Residential Living Staff is trained to assist residents in mediating disagreements and resolving problems.

• Deliveries & Mail | Students who request floral or other such deliveries to the residence halls must make arrangements to receive such deliveries in person in the lobby of the residence hall. No deliveries may be made directly to individual rooms. Students are advised to get an on-campus mailbox in the Post-Office. USPS/UPS/FEDEX deliveries are no longer accepted at the Brady Clubhouse and will be re-routed to the Campus Post-Office and should be sent to:

Nicholls State University Resident Name & Nicholls Box # 104 A Ellendale Drive Thibodaux, LA., 70301

Maintenance | Only NSU staff members or University-authorized contractors are allowed to conduct
maintenance on/in campus residential facilities. Residents are not permitted to make any repairs. Residents
will be charged for damages to any University property. Maintenance and custodial staff lock each
room/apartment upon leaving, even if the room/apartment was unlocked upon entering.

Any maintenance needs to your living unit or community area should be immediately reported to the Residential Living Office electronically through the Online Maintenance Request link on the Residential Living website (**www.nicholls.edu/housing**). Problems may be reported at any of the desks in the respective halls or in the Residential Living office located in the Brady clubhouse.

In the event of a maintenance emergency during normal office hours (8:00 AM - 4:30 PM), residents should contact the Office of Residential Living at 985-448-4479 to report the issue. After business hours, contact the RA on duty for emergency maintenance issues.

Maintenance issues that are considered EMERGENCIES include:

- No heat, no air conditioning during hot temperatures;
- Power outages that impact an entire apartment, floor, or building;
- Flooding:
- Vandalism that requires the securing of an area;
- Windows that are completely broken out;
- Alarms associated with fires or other disasters.
- Missing Persons | A student may be considered missing if:
 - There is contact from one or more concerned individuals about a specific student's absence or lack of contact which is contrary to their normal behavior and/or
 - If unusual circumstances may have caused the absence or lack of contact.

Notification should be made to the Hall Director of the student's residence hall and to the Area Coordinator for Residential Living. All students living on campus have the option to register a private contact person with Residential Living who will be contacted by the Director of Residential Living or their designee if the student is determined to be missing. The name and contact information of the designated contact person will only be given to authorized officials within the University's missing person procedures. All students should also be aware that, should they choose not to register a confidential contact person, University Police will still be contacted if the student is determined to be missing. Any student living in University housing who is under the age of eighteen (18) and who is not emancipated should be aware that their parent or guardian must be notified. All reports regarding possible missing persons must, by law, be referred to University Police.

POLICIES & PROCEDURES

Alcohol & Drugs

• Alcohol | Alcohol is prohibited in all residence halls.

Brady Apartment Complex and Family Housing Complex residents who are 21 years of age or older may possess alcohol in their apartment. If any resident assigned to the unit and/or any guest is under 21 years of age, alcohol may be consumed only by an individual over 21 years of age and only in the bedroom of a resident over 21 years of age. If any resident assigned to the unit and/or any guest is under 21 years of age, alcohol may not be present in any common area. The possession or consumption of alcohol is not permitted on the exterior of any apartment area including, but not limited to, doorways, breezeways, stairwells, sidewalks, courtyards, lawns, parking lots, and adjacent campus streets. Alcohol is not permitted in or around the Brady pool. The possession, consumption, and/or provision to minors of alcohol are prohibited. Beer kegs, party balls, wine boxes, or any other similar party container is prohibited in all housing facilities. Funnels or any other devices designed or used to facilitate binge drinking and/or dangerous consumption of liquids is prohibited in and around all residential facilities. All students are expected to read and be aware of the University's policy on alcohol as outlined in the general regulations and policies section of the Student Policies and Procedure Manual.

- **Drugs and Paraphernalia** | Illegal drugs, as well as drug paraphernalia or any item(s) which may facilitate drug usage, are prohibited in and around all University residential facilities and properties. This includes, but is not limited to, lawns, courtyards, driveways, sidewalks, parking lots, and adjacent streets. Illicit use or use other than that prescribed and monitored by a physician or over the counter and/or prescription medication is also prohibited. All students are expected to read and be aware of the University's policy on drugs and other substances as outlined in the general regulations and policies section of the Nicholls State University Student Policy and Procedure Manual. State and federal law is very explicit in regard to illegal drugs. Nicholls State University upholds these laws and forbids the illegal use, sale, transportation, transfer, or possession of drugs or any controlled substance including, but not limited to, marijuana, narcotics, hallucinogens, non-prescribed amphetamines, barbiturates, Rohypnol, GHB, ketamine, Ecstasy and other "club drugs", as well as the abuse/misuse of prescribed medicines or medication prescribed to another individual. Any violation of these regulations will result in notification of the student's parent(s) or guardian(s) and sanctions as well as possible law enforcement involvement.
- Smoke-Free & Tobacco-Free Campus | Nicholls State University campus is a tobacco-free environment. Smoking and tobacco use is prohibited in, on, and around all housing facilities including, but not limited to, stairwells, lawns, sidewalks, parking lots, and adjacent streets. This includes all residence halls and apartments. Violations will result in disciplinary action. In addition, E-cigarettes and vaporizers may not be utilized in campus residential facilities or within 25 feet of the entrance of any residential facility.

Emergency Procedures

• Emergency Preparedness and Procedures | The University has emergency notification and response plans in place, including campus evacuation plans. In the event of an emergency, residents who opt-in will be informed of the state of the emergency and the response expected of them. Residents and their guests are expected to comply with all directives from staff. Residents are strongly encouraged to register for the University's emergency notification database. The link for registration may be found by visiting http://emergency.nicholls.edu/emergency-messaging/. Individuals needing accommodations may contact the Americans with

Disabilities Act Coordinator at (985) 448-4783 or visit http://www.nicholls.edu/ada/. Fire drills are scheduled during the academic year in all residential facilities.

- **Emergency Exit Doors** | Doors marked for emergency exit only shall not be used to enter or leave a building except when exiting the building during a University emergency situation. Fire exits may be used only in cases of emergency. Residents should not exit or enter through any exits other than the designated primary entrances to the building. Use of fire exits at any other time will result in disciplinary action.
- General Safety Equipment | Tampering with fire safety equipment is a federal offense and may result in
 criminal charges, fines, disciplinary action, and/or termination of a resident's housing contract. This includes
 fire extinguishers, fire alarm pull stations, smoke detectors, sprinkler systems, fire panels, propping fire doors,
 etc. Covering smoke detectors is strictly prohibited. This includes the hanging of tapestries or other items from
 the ceiling.

Tampering with elevator safety equipment is prohibited. The alarm is designed to be used in case of an emergency. Persons responsible for tampering with, causing damage to, or disrupting the operation of the elevators are responsible for repair costs and are subject to disciplinary action.

- **Hurricane Safety Procedures** | For more information on Hurricanes, please visit this <u>hurricane pamphlet link</u> to see the University's Hurricane Preparedness Guide for On-Campus Residents.
- Title IX & Sexual Misconduct | Title IX of the Education Amendments of 1972 is a comprehensive federal law that prohibits discrimination based on the gender of students and employees of educational institutions that receive federal financial assistance. In accordance with Title IX and other applicable law, Nicholls State University is committed to providing a learning, working, and living environment that promotes integrity, civility, and mutual respect in an environment free of discrimination on the basis of sex and sexual misconduct which includes sex discrimination, sexual harassment, dating violence, domestic violence, sexual assault, stalking, and retaliation. Nicholls prohibits sex discrimination and sexual misconduct. This policy applies to all persons without regard to sexual orientation, gender identity, and/or gender expression. Sex discrimination and sexual misconduct violate an individual's fundamental rights and personal dignity. Nicholls State University considers sex discrimination and sexual misconduct in all of its forms to be serious offenses. This policy has been developed to reaffirm these principles and to provide recourse for individuals whose rights have been violated. This policy establishes a mechanism for determining when rights have been violated in employment, student life, campus support services, Nicholls programs and/ or an academic environment. Visit this link for more information about Title IX & Sexual Misconduct resources and reporting information.

Fire Safety Policies & Procedures

- **Fire Alarm Evacuations** | When building alarms sound:
 - Residents and guests shall evacuate the building immediately and gather in the designated evacuation location.
 - Upon arrival at the designated evacuation location, the residents must check in with the staff on site to confirm the resident's presence and safety.
 - Failure to immediately evacuate the building, gather in the designated location, and/or check in with staff on site will result in disciplinary action.

Residents should report to the following <u>designated evacuation spaces</u> in the event of an alarm:

- o Millet Hall | The green space South of the tennis courts. Do not stand in the road.
- **Brady Complex** | The green space by the parking lot across from Building 7. Do not stand in the parking lot or on the curbs.
- Calecas Hall | The green space on the North side of Calecas Hall.
- Ellender Hall | The parking lot south of Ellender, West of Gouaux Hall, next to Chic-Fil-A.
- **Scholars Hall** The green space next to the Library.

- Zeringue Hall | The parking lot North of Zeringue Hall, next to the Pupil Appraisal Center.
- **Fire Safety** | The setting off of false fire alarms and/or the improper and/or unauthorized use of fire safety equipment (fire extinguishers, smoke detectors, exit signs, etc.) compromises the safety of all residents and is prohibited. Burning any substance and/or setting fires in the housing areas, including lighting candles and/or igniting flyers, decorations, or other posted materials, is not permitted under any circumstances. Violations of fire safety regulations will result in disciplinary action.
- **Fire Drills** | In an effort to ensure residents' safety, fire drills are scheduled in all housing facilities each semester. Residents and guests are expected to immediately evacuate the building, go to the designated gathering site for the building to check in with staff on site, and comply with all directives from staff and all emergency personnel. Failure to evacuate promptly and/or to comply with evacuation procedures and directives will result in disciplinary action.
- Fire Equipment, Alarms, and Extinguishers | In the event a fire extinguisher is discharged in response to a fire, the discharged extinguisher must be reported to the Residential Living Staff immediately to ensure the extinguisher is refilled. Pulling a fire alarm without due cause is a felony. Tampering with fire protection equipment and systems may result in criminal charges in addition to University sanctions. The cost of recharging discharged extinguishers (if not used for a fire) and replacing damaged equipment may be split among all residents if the individual(s) involved in discharging or damaging them are not identified. Residents found to be tampering or disabling smoke detectors will be subject to disciplinary action.

Residents and/or their guests are not permitted to remove the batteries from the smoke detectors, nor remove smoke detectors from their fixed positions. Only authorized Residential Living staff, University staff, or their authorized agents may remove/replace the batteries or perform necessary repairs to smoke detectors. Violations of this policy (batteries missing from the detector, disconnected detectors, etc.) can result in the assessment of fines and/or judicial action. In addition, experiments involving the use of toxic chemicals or chemicals capable of exploding are prohibited.

General Policies

- **Automobile Repairs** | Residents are permitted to conduct minor preventive maintenance and automobile repairs in the campus housing parking lots as long as these activities do not interfere with the normal use of the parking lot. Dismantled or disabled vehicles may not be kept in housing parking lots. Any fluids or parts must be disposed of in accordance with all federal, state, and local laws. Cars that are left behind or abandoned will be towed.
- Babysitting | Babysitting of any kind of toddlers and infants in the residence halls and Brady Complex
 apartments is prohibited. Babysitting is permitted in the Family Housing apartment complex, but the
 child(ren) must be babysat in the complex and cannot be brought to the residence halls/Brady Complex
 apartments.
- **Bicycles** | The Office of Residential Living requires that all bicycles secured on the grounds of Residential Living be registered during the move-in process at the Brady Clubhouse. Residents will receive a FREE bike registration decal. The decals do not expire. Unregistered bicycles secured on Residential Living grounds, will be tagged with notification to register the bicycle. After a bicycle receives three notifications, the Office of Residential Living will remove the bicycle. Additionally, the Office of Residential Living reserves the right to remove bicycles that appear to be abandoned as evidenced by signs of disuse or neglect, and those that are secured in areas against housing policies. If residents need to register a bicycle after move-in, contact the Residential Living Office.

Students may use bicycles around the residential facilities, fully understanding that pedestrians always have the right of way. High-quality locks and chains are recommended since Nicholls State is not responsible for

lost, stolen, or damaged property. Bicycles cannot be locked or stored in stairwells, balconies, hallways, lounges, common areas, or in any manner that obstructs a ramp or walkway. Bicycle racks are available outside all residential facilities. If a bicycle is kept in a resident's room or apartment, the resident will be responsible for any damage resulting from such storage, and the storage must be confirmed/granted by the roommate.

- **Business Establishment** | No individual or group may act as a vendor or sales agent or in any manner set up a business enterprise in the campus housing facilities. Considering the establishment of any type of business necessitating the use of a room for a business office, other than business officially sanctioned by the University is prohibited.
- **Disrespecting University Personnel** | Residents and their guests are not to disrespect University Personnel (professional or student staff) in any way. Residents who disregard this policy will be held accountable through university judicial conduct procedures.
- **Furniture** | All University furnishings must be kept inside campus residences, except for properly designed patio furniture designated for use outside the facilities. The University does not remove or store furniture for residents. Misplaced furniture or furniture not in its designated location may result in disciplinary action and/or cost of replacement. Furnishings in common areas may not be removed to individual rooms or apartments. Removing furniture from its designated location may result in disciplinary action. Damage to University furniture will require restitution for the cost of the property in addition to sanctions. Students may bring their own furniture items (with the exception of water-filled furniture) provided they do not present a safety hazard and/or create the need to store or displace furniture provided by the University.
- Hallway, Door, & Window Decorations | Consideration must be given to other residents, guests, and the larger Nicholls State community when decorating and posting items in residential facilities. Window displays in residential facilities are prohibited for aesthetic purposes. Items that interfere with the educational mission of the University are prohibited in hallways and outside of rooms. Prohibited materials include postings or materials that constitute harassment, that constitute a threat to an individual or group as defined by law, or that violate university policy or state, local, or federal law. Residential Living retains the right to require the removal of any materials deemed unacceptable under this policy's parameters. Such determinations will be made according to content- and viewpoint-neutral guidelines.
- Hallway Sports | Games such as soccer, football, frisbee, baseball, golf, basketball, skating, or other such activities are not permitted in the rooms, hallways, or interior common areas of campus housing. Water balloons, water and/or cream fights, and other such activities are prohibited inside all residential facilities. Rollerblades, skates, skateboards, and bicycles may not be used in the halls and common spaces of University buildings. Individuals participating in sports or other recreational activities on the exterior of residential facilities are expected to ensure they are adequately at a distance to ensure windows, doors, overhangs, and other parts of the building(s) are not damaged. Damages to the interior and/or exterior of a building will be billed to the university Banner accounts of the responsible student(s), regardless of whether the damage was intentional.
- Laundry Etiquette Policy | When using the laundry facilities on-campus, residents are expected to follow laundry etiquette policy to keep the environment safe, clean, and efficient. To do this, they should:
 - Collect or move their own belongings promptly when they are finished washing or drying.
 - Always be respectful of other resident's belongings. If you choose to move another resident's belongings after an extended amount of time, please place it respectfully on the folding table. Touching another resident's belongings is not advised.
 - Residents should never use more than **two** machines at one time.
 - Even when using the app to track your laundry times, you should still set a timer.
 - Always clean out the lint trap in the dryer before and after each use.

- Remember to throw all lint, dryer sheets, and trash materials in the garbage can.
- Never do laundry when you are planning to leave the residence hall for an extended period of time.
- Never leave your laundry for more than 24 hours in the laundry room.*

*Laundry that is left for <u>more than 48 hours</u> in the laundry room will be considered abandoned, resulting in it being bagged and discarded. The Office of Residential Living, nor Nicholls State University is responsible for the replacement of belongings. Additionally, perpetual violations of this policy could result in punitive fines or conduct adjudication.

- **Light Bulbs** | Within all of the traditional residence halls, light bulb replacement is the responsibility of the Office of Residential Living. Black lights and colored light bulbs are not permitted in any light fixtures supplied by the university.
- Occupying an Unassigned Space | If you were not assigned a roommate or your roommate should move out, you may be assigned a new roommate with little or no notice. Therefore, you should make sure that the common areas are kept clean and maintained as outlined to accommodate any newly assigned resident(s). If your unit is not cleaned in an acceptable manner prior to your roommate's arrival, we reserve the right to have the unit cleaned, and the cost will be billed to the current resident(s) of the unit.
- Parking | All residents are required to display a current University parking permit and to park only in the lot(s) designated by their permit. Any vehicle parked in a lot not approved for its displayed permit is subject to being ticketed. Non-resident guests visiting the residence halls or apartments must obtain a temporary guest permit from University Police prior to parking on campus. There is no fee for the temporary guest permit. Any apartment guest visiting overnight, especially non-residents, must also obtain a Brady guest parking pass from the Residential Living Office prior to parking at Brady.
- **Posting Policy** | All postings within the residential facilities must be approved by the Office of Residential Living or their designee. Any unapproved postings will be removed.
 - Advertising and Publicity | Advertising and publicity of any form may not be posted or distributed on
 or within the residential facilities without the approval and permission of Residential Living. This
 includes but is not limited to the sale of services or products as well as off-campus events, including
 those which may be sponsored by or affiliated with University organizations.
 - o **Bulletin Boards/Flyers** | Bulletin boards and flyers provide residents with information on issues, activities, events, services, policies, and general information. All decorations, flyers, brochures, and information must be approved by Residential Living prior to posting. Flyers, bulletins, banners, brochures, and other materials may not be posted on walls, columns, counters, furnishings, or windows of any housing areas without approval and permission by Residential Living. Bulletin boards located by Residential Living staff rooms are for staff use only. There are bulletin boards designated in each housing area for announcements and postings. Only approved tape, staples, or push pins may be used when posting on the bulletin boards. Postings using any other adhesive or items may be removed and the person(s) or group(s) sponsoring the posting(s) may be billed for any damages resulting from the use of the inappropriate adhesive and/or item. Damaging, tampering with, and/or destroying the materials approved and appropriately displayed on residential bulletin boards may be considered vandalism and sanctioned accordingly.
- **Retaliation** | Retaliation of any kind against any complainant, witness, or University employee (including but not limited to Resident Assistants, student workers, etc.) is prohibited and will result in disciplinary action and possible eviction/suspension.
- Room Decorations | Posters and decorations may be used as long as they do not present a fire or safety hazard, do not violate other policies, and do not damage walls, furnishings, or other surfaces. Certain items

will typically cause damage to surfaces and furnishings within the residential facilities and are not permitted in the residence halls and apartments. Prohibited items include, but are not limited to, nails, screws, hooks, bolts, pins, tacks, tape, glue, putty, LED light strips that adhere directly to the wall, or any type of adhesive or mounting material not approved by Residential Living. These items may not be used to hang items to the walls, doors, woodwork, or furnishings. Nothing should be taped or affixed to the ceiling or braces, including "glow in the dark" decorations. Nothing shall be attached to, placed on, or suspended from the ceiling light and fan fixtures. Rooms may not be painted. Fines will be assessed for any violations of this policy in addition to any damage expenses associated with violations of this policy.

- Sales and Solicitation | Solicitation is prohibited in all housing areas. Individuals, including residents and/or other students representing on or off-campus interests and/or organizations, may not sell or solicit within the residential facilities or on the property. Door-to-door or commercial sales activities are not permitted. Candidates in campus or off-campus elections may not campaign or solicit door-to-door in any residential facility. Requests for informational displays and/or tables in the residential facilities should be directed to the Office of Residential Living. Residents should notify the Residential Living Staff, the front desk staff, or University Police if sales and solicitation activity occurs. Surveys conducted in the residential areas must have the prior approval of Residential Living.
- **Spin Scooters** | Spin scooters are not to be brought inside the residence halls or apartments for any reason. They should be ridden appropriately and parked in the approved parking zones. Additional rules can be found in Appendix II.
- **Signs** | It is illegal to possess and/or display any stolen street or traffic signs or other municipal, county, state, and/ or federal signs. Residents found in possession of such a sign without a receipt indicating lawful purchase of the sign will face disciplinary action, and law enforcement officials will be advised about the signs. Residents and guests are expected to comply with all Residential Living and University signs and notifications. Tampering or removal of Residential Living or University signs is prohibited and may result in disciplinary action.
- **Sound Amplification Equipment** | Radios, stereos and all audio equipment may be played in your room/apartment as long as the volume is maintained at a level that is not disruptive to the community. Speakers are not allowed to be placed in windows without the written consent of the Director of Residential Living. Subwoofers of any kind are prohibited. Standard-size pianos and organs are prohibited in your room or apartment. The use of electronic audio equipment is a privilege that may be revoked if used in such a way as to interfere with maintaining quiet and courtesy hours (pg. 33).
- **Vandalism** | Vandalism is prohibited in all housing areas. Any action by a student or a student's guest which results in damage to the facilities or grounds of the housing areas and/or to the property of others may be defined as vandalism. All expenses resulting from intentional or accidental vandalism and/or its repair will be assessed to the responsible person(s) or group(s). Whenever the individual(s) responsible for vandalism can be identified, the individual(s) will be held accountable. In such cases, disciplinary action will be taken and repair/replacement costs will be assessed. If the individual(s) cannot be identified, the costs may be assessed among all residents of the wing, floor, hall, or apartment through a group billing procedure.
- Windows & Window Screens | Windows should be kept closed. Windows in common areas (lounges, kitchens, etc.) must remain closed and locked. Items should not be thrown, hung, or placed outside of any window. Decorations and signs, unless authorized by Residential Living, should not be displayed from windows. Windows are not to be covered with foil, paper, or other coverings. Blinds may not be removed from the windows. Entering or leaving a building through a window, including assisting and/or permitting someone to enter or leave a building through a window, is not permitted and will result in disciplinary action.

Window screens must remain securely fastened to the window frames at all times. Screens from campus residences may not be removed, except in an emergency. If a window screen or a storm window is removed or

unfastened, the maintenance staff will reinstall it, and a fine of \$50.00 per removed or missing screen will be assessed. If the screen or storm window is completely removed and cannot be located, a new screen or storm window will be installed, and residents will be charged for the new materials.

Guest & Visitation Policies

- **Cohabitation** | Cohabitation exists when a person who is not assigned to a particular residence hall room or apartment uses that room or apartment as if they were living there. Cohabitation occurs when a guest is staying longer than three consecutive days/nights and/or staying for three or fewer consecutive days/nights on two or more occasions during the same week. Residents may not engage in any arrangements or actions which may result in a perception that a student is residing in any campus housing other than that to which the resident is assigned. Failure to comply with this policy may result in sanctions, a guest fee per night stayed, and may jeopardize access to campus housing.
- **Escorting Policy** | All guests must be escorted by and be in the company of their resident host at all times while in rooms, common areas, and on the grounds of all housing facilities. This means guests must be in sight of and in the immediate proximity of the host escort at all times. Residents of the Brady apartments are expected to accompany their guests at all times while the guests are on the property. Guests may not remain in the residence hall or in the Brady apartment when the host leaves. Host escort responsibilities may not be transferred from one resident to another. The registered host of record is responsible for the guest throughout the time the guest is registered under their name.
- Guests | All guests in all residence halls must be registered at the front desk of the hall. All guests must leave a valid photo ID at the front desk throughout their visit. Non-campus resident guests under the age of 16 years of age must be accompanied by a parent or legal guardian before being registered and escorted beyond the residence hall lobby. A resident may register and host no more than three guests simultaneously. Residents are fully responsible for the actions of their guests. Guests are expected to abide by all University and Residential Living rules, regulations, policies, and procedures.
- **Guest Visitation** | While in a residential facility in which he or she does not reside, a visitor must be escorted by the resident host at all times. Guests are expected to conduct themselves in a considerate manner with regard to the rights and needs of roommates and other residents and can be asked to leave if they are disruptive or in violation.* The total number of people allowed within a residence hall room is limited to double the number of beds assigned to the room.

Visitation Hours in Residence Halls

- Sunday Thursday | 10:00 AM 12:00 AM
- Friday Saturday | 10:00 AM 2:00 AM

• Visitation Hours in the Brady Apartment Complex

- Between the hours of 10:00 PM & 9:00 AM, all guests in Brady must be registered at the Clubhouse Office.
- During other times, guests of the apartment should be discussed and mutually granted by the apartment roommates.

*A resident may lose visitation privileges as a result of a disciplinary situation. Loss of visitation means the resident may not register and host guests in the facility in which they live and may not be registered and hosted as a guest in any other residential facility during the designated period of lost privilege. If the host and guest cited on the incident report are both residents, both are subject to sanctions for a violation of the visitation policy.

• Overnight Guests | With prior approval of one's roommate(s), students may occasionally host an overnight guest no longer than three consecutive nights. A resident host may have no more than one overnight guest at

a time. If the overnight guest is not a campus resident, the University Banner account of the resident host will be billed \$12 per night for each night that the guest stays overnight. Resident hosts who have overnight guests who are campus residents will not be charged. Overnight guests are not permitted during break periods. Overnight guests must be of the same gender or gender identity as the resident and must be at least 16 years of age.* They must have some form of picture ID. Siblings of the resident are permitted to visit any time during visitation hours, but may only stay overnight if they fit the age and same-sex requirement. Service animals of overnight guests are permitted, but emotional support animals of overnight guests are prohibited.

Health & Safety Policies

- Balconies & Patios | Balconies, breezeways, and patios are to be kept neat and free of garbage, towels, clothes, University and/ or personal furniture, or other items that may detract from the appearance of the campus and/or pose a safety concern. Failure to maintain these areas in an appropriate manner will result in disciplinary action.
- **Flammable Items** | The possession of, or burning of flammable items, including the following is prohibited:
 - o incense
 - candles
 - o fireworks in any form
 - ammunition
 - petroleum fuel
 - o pressure cookers
 - gasoline-fueled machinery
 - explosive devices or materials

- Sterno cooking fuel
- o kerosene or oil lamps
- combustible materials are strictly prohibited in residence halls and apartments, even during a loss of electrical power
- Lithium-Ion Batteries*

*Electronic transportation devices, including self-balancing boards/scooters, hoverboards, electronic go-karts, scooters, e-bikes, etc., that are powered by lithium-ion batteries are prohibited from being used, stored, and/or charged in any Residential Living facility. This policy excludes motorized transportation devices designed for individuals with mobility challenges that are documented and registered with the Student Access Center.

If such items are found, the items will be confiscated, and the resident(s) will face disciplinary action. For safety reasons, ceilings, air vents, and light fixtures may not be covered by paper or other materials such as wrapping paper, fishnets, parachutes, large flags, etc. **Students are strongly encouraged to purchase renters insurance.** Nicholls State University accepts no liability for loss of residents' personal property due to fire.

- Health & Safety Inspections | To ensure the health and safety of all residents, health and safety inspections
 are completed one per semester and residents are provided with at least 72 hours of advance notice via hall
 postings. Resident Assistants and/or other authorized University personnel conduct these inspections and
 check for health and safety violations, general cleanliness, and maintenance needs. Residents in violation of
 University policies may be fined or sanctioned.
 - Inspections of each apartment will be conducted and a copy of the evaluation will be left in the room/apartment.
 - If conditions are found that are out of compliance or require attention, the resident(s) will be asked to make the necessary corrections within 72 hours for a second inspection.
 - If the same or similar condition(s) exist during the second inspection, the resident(s) will face additional administrative action and fines.
 - Repeated violations of health or safety standards may result in removal from University Housing.
- Housing Security | All students are expected to assume and accept responsibility for the security of the
 housing areas. Students should immediately report any suspicious person or activity to University Police,
 Residential Living Staff, and/or the front desk staff. Propping exterior residence hall doors open is a security

threat and therefore prohibited. Students found responsible for propped doors, including individuals who do not remove props when found, will be sanctioned. If those responsible are not identified, sanctions may be assessed to all residents of a wing, floor, and/or hall. To provide a more secure environment, students:

- Should be attentive to persons and activities around them
- Should remove any objects used to prop open exterior doors
- Should lock room and apartment doors and automobiles
- Should keep window screens in place
- Should keep windows closed and locked
- Should not permit unknown persons to enter housing areas
- Should not open doors to strangers
- Should keep valuables in a safe and secure place out of view from the living area
- Should mark all valuables and personal property with identification
- o Should record all identification information (e.g., serial numbers) and keep them secure
- Should keep valuables, backpacks, and textbooks out of plain view in automobiles
- **Littering** | Littering in or around the exterior or interior of residential facilities is prohibited. Litter includes cans, bottles, cups, wrappers, papers, and other trash or debris. Littering may result in disciplinary action.
- **Microwave Policy** | Only one compact microwave is allowed per side in Calecas and Ellender (one on each side of the suite). In Scholars, Millet, and Zeringue, one compact microwave is allowed per bedroom. Both the microwave and the power cord must be UL approved and be in safe electrical condition.
- **Needles/Sharps** | Due to the potential hazards and strict handling requirements associated with regulated medical waste, students or staff can face disciplinary action for improper disposal of any environmental hazards. Students who utilize needles/sharps must dispose of the waste in approved empty sharps containers. When full, students should dispose of full containers directly into an approved receptacle to ensure containment of all medical waste and prevent accidental exposure.
- Refrigerator Policy | Only one compact refrigerator (maximum size 5.0-7.0 cubic feet) is allowed per room in
 Calecas and Ellender (one on each side of the suite). In Scholars, Millet, and Zeringue, one compact
 refrigerator is allowed per bedroom. Both the refrigerator and the power cord must be UL approved and be in
 safe electrical condition. For proper sanitation and utilization, refrigerators must be cleaned prior to holiday
 breaks and hall closings. Refrigerators must be cleaned and defrosted prior to leaving at the end of each
 semester.
- Sanitation | Students are expected to maintain a clean and orderly residence. Residents are responsible for regularly cleaning their assigned rooms and apartments, including all bath areas. The University's custodial staff provides standard cleaning services in common areas (hallways, stairwells, lounges, and lobbies). Students are expected to be considerate in the way common areas are used. All residents are responsible for keeping the area outside all residential facilities free from trash. Students who create an unusual or excessive cleaning demand in a common area will be responsible for the cleaning of the area. If the responsible person(s) cannot be identified, the cost for the excessive cleaning may be assessed to all residents of the wing/floor/hall/building. Residents will be held financially responsible at check-out time for the cost of extra cleaning.

Residents are responsible for maintaining a neat and clean room at all times. Good housekeeping practices are expected of each resident. Residents are required to maintain their unit to the following minimum standards:

- All bathroom fixtures (tubs, toilets, sinks, etc.) should be cleaned weekly.
- All appliances are to be maintained in a clean condition at all times.
- Floors and walls are to be maintained in a clean condition at all times.
- Food should be properly stored. All areas in your living quarters must be maintained in a clean and sanitary condition.

- Trash should be emptied regularly. Daily disposal of trash in the exterior common trash dumpsters will help maintain health and safety standards and a desirable environment in your living unit. Fire and health regulations prohibit leaving trash in the hall.
- Submit work orders for damaged items in their rooms in a timely manner.

All residents are expected to assume and share responsibility for keeping common areas of the residential facilities (i.e., lounges, computer rooms, kitchen areas, laundry rooms, etc.) clean, neat, and orderly. The University reserves the right to check rooms regularly to determine if unsanitary or unsafe conditions or unreported damages exist. If such conditions exist, residents will be expected to correct the condition immediately. Although the residential areas are treated for pests by professional exterminators on a regular schedule, cleanliness is the best form of pest control and the elimination of possible breeding grounds. Empty cans, bottles, and other trash should be discarded immediately and in proper receptacles.

- Trash Disposal | Residents are responsible for removing trash from their rooms or apartments and placing the trash in the proper dumpsters. Trash shall be discarded in the exterior dumpsters. It is not acceptable to place excessive trash in the common area trash containers in the residence halls or in the courtyard trash receptacles. It is not acceptable to place trash or trash bags outside apartment doors or on balconies. It is not acceptable to place trash or trash bags in residence hall corridors, stairwells, or common areas. Residents shall not dispose of trash bags by placing them in trash cans located inside or immediately outside the residence halls and around the Brady courtyard. These receptacles are designed for smaller, individual items (i.e., candy wrappers, single drink containers, etc.). If trash continues to be disposed of improperly over the course of the year, a community fine will be assessed to the entire building (a warning email will be sent prior to placing the fine on the student's Banner account).
- Weapons and Firearms | Any object which could potentially inflict injury or cause harm when used in a threatening, careless, reckless, or aggressive manner will be considered a weapon. Possession of weapons of any type, including but not limited to firearms, ammunition/bullets, air guns, BB guns, paintball guns, gun replicas, bows, arrows, incendiary and/or explosive devices, slingshots, knives, razors, blades, swords, and martial arts or medieval weapons, are prohibited in all housing facilities. Hunting equipment must be registered with and remain in the custody of University Police. Possession and/or use of fireworks, including sparklers, are prohibited. Possession and/or use will result in immediate confiscation of the item(s) and disciplinary action. All students are expected to immediately report any weapons or firearms to the Residential Living Staff and/or to University Police.

Key, Colonel Card, & Access Policies

- Colonel Card | Residents must carry their University issued student identification card (Colonel Card) at all times. The Colonel Card is required to gain access to the resident's assigned hall. Students who are locked out of their assigned hall due to not having their Colonel card may contact a Residential Living Staff member for assistance. A student is permitted one free lock-out during each semester. Any subsequent lock-outs will result in a \$10 fee per lock-out. Use of another Colonel Card and/or providing one's card for use by another individual to gain access to the residential facilities is prohibited. Lost cards should be reported immediately to the Colonel Card office located in the Student Union or to the Office of Residential Living located in the Brady Clubhouse. Residents are required to show their ID when requested by a University staff member, including the Residential Living Staff.
- Colonel Card Access to Residence Halls for Non-Students | Colonel Card access to the residence halls is
 limited to the students who reside in that residential facility and University Personnel on an at-need basis. If an
 outside entity or non-student seeks to gain access to a residence hall, the request should be routed and
 approved through the Office of Residential Living to receive a temporary card.

If there is a need for a Colonel Card to be issued for repeated access to the residence hall for medical or ADA accommodations, ie., if a student needs to receive special care or assistance in their daily tasks, the request

should be routed through the Student Access Center. The Student Access Center will contact the Office of Residential Living before granting approval for the Colonel Card Office to issue a card and grant access to the individual who will be assisting.

Once approved, the individual must:

- Abide by the Residence Life Policies and Procedures
- o Check in and out at the front desk with the Desk Assistant
- o Remain with their assigned student unless they are entering or exiting the facility

The Student Access Center, Colonel Card Office, and the Office of Residential Living reserve the right to eliminate access at any time if there is no longer a need, or if the guidelines listed above are not met.

- **Keys** | All residence hall and apartment keys are the property of Nicholls State University and shall not be duplicated. Keys may not be modified in any manner or loaned to other persons. Possession of a key by anyone other than the individual to whom the key was issued is considered unauthorized possession and is prohibited. Students are charged \$50 per bedroom door replaced as a result of the lost key(s). Lost keys are to be reported to the Residential Living Staff and/or Residential Living Office immediately. Failure to notify a Residential Living Staff member or the Residential Living Office of a lost key within 24 hours of the loss may result in disciplinary action. Locks and keys will be changed when considered appropriate by Residential Living. Residents should keep their room doors locked and their keys with them at all times. Keys are not to be given to another student or person to enter the building without the student to whom the keys are issued.
- Lock-Outs | Students should carry their Colonel Card and Room Key with them at all times. Students who are locked out of their hall, rooms, or apartments for any reason may contact a Residential Living Staff member for assistance. A student is permitted one free lock-out during each semester. Any subsequent lock-out will result in a \$10 fee per lock-out.
- Residence Hall Door Access | For the safety and security of residents, residence halls will be accessed through the use of an ID card reader located at the primary entrance door(s) of all residence halls. Residents should carry their student ID cards at all times in order to enter their residence hall. Each resident is expected to swipe their ID card in the card reader each time they enter the building. Residents should not allow other residents, unescorted guests, or other unknown persons to "piggyback" on their entry. If residents observe others providing such improper access, the residents should report the situation to a Residential Living Staff member and/or the front desk staff immediately.

Locked doors must not be compromised in any manner, including propping doors open, placing a wedge between the door and frame, holding the door open, and/or providing entry for unauthorized individuals. Compromising exterior doors may result in disciplinary action.

Pet Policies

- **Emotional Support Animals** | Students are allowed to have emotional support animals in their residence halls when deemed necessary by the Student Access Center to fulfill the student's documented need for accommodations according to the Fair Housing Act and the Americans with Disabilities Act. Students must complete the proper documentation and obtain written permission by the Student Access Center **before** bringing the animal(s) into the residence hall. To receive approval for an emotional support animal, one must turn in all documentation required by the Student Access Center before the deadlines listed below for the appropriate semester:
 - July 15 | Fall Deadline; the Support Animal Committee will meet after the deadline
 - o **December 15** | Spring Deadline; the Support Animal Committee will meet after the deadline

If a student is unable to complete the required paperwork before the deadline for the appropriate semester, their request will be deferred until the following academic semester. Once approved, the student must follow the Residential Living Approved Animal Policy outlined in <u>Appendix I.</u>

If a student brings an animal that they intend to get registered as an Emotional Support Animal on campus before receiving approval from the Student Access Center, their request will be suspended for at least **one semester.**

• Pets | Residential students are permitted to have fish as pets in aquariums not to exceed 10 gallons in size. Prohibited pets include turtles, frogs, snakes, or anything not meeting the scientific definition of fish. Species of fish determined to be dangerous are prohibited. The presence of a prohibited pet will result in a \$50.00 fine and appropriate disciplinary action. A \$100 charge and appropriate disciplinary action will be assessed for a second violation, and the University may declare the contract to be in default. Subsequently, the animal must be removed immediately upon discovery. This includes animals belonging to individuals other than the resident. Residents will be responsible for any damages and cleaning to the residential facilities, including pest control, as deemed necessary by the University. Additionally, the professional live-in Residential Living staff is allowed pets in compliance with the Live-In Staff Pet Policy.

This policy excludes the Pet-Friendly Living Learning Community established in Calecas Hall. All students with pets in the LLC must follow their policies and procedures, and cannot bring the animal until they receive full approval.

• **Service Animals** | Students are allowed to have registered and trained service animals in their residence halls/apartments. We prefer that students with service animals register them with our office to avoid any confusion.

Quiet Hour Policies

- Courtesy Hours | Courtesy Hours are in effect 24 hours a day, moreover, during this time, students should respect their neighbors' rights and be courteous by controlling noise levels at all times. Generally, if the noise can be heard in another room, the volume level must be lowered to a level where it is no longer a disturbance. Certain areas of campus residential facilities may be designated "quiet areas" and are enforced 24 hours a day. Generally, if the noise can be heard in another room, the volume level must be lowered to a level where it is no longer a disturbance. It should not be necessary to repeatedly approach a resident about noise. Music in rooms and common areas should remain courteous of other residents and should not exceed a sound level that is not prohibitive or hindering to the academic performance of the community.
- Quiet Hours | Residents are expected to be considerate of other residents in the building and adjacent areas
 and keep noise to a reasonable and considerate level. Quiet hours help ensure students' rights to an
 appropriate environment for sleep and study. Quiet hours are maintained to provide an atmosphere
 conducive to study.

Quiet hours are in effect:

- o Sunday through Thursday | 10:00 PM 10:00 AM
- o Friday through Saturday | 1:00 AM 10:00 AM
- Twenty-four Hour Quiet Hours | Twenty-four Hour Quiet Hours take effect on the last day of class and remain through the duration of final examinations each semester. Quiet hours are posted in each living unit. Additionally, in rare instances, quiet hours may be suspended by Residential Living for approved Residential Living functions. In these instances, event notices will be posted a minimum of 48 hours in advance.

Prohibited Actions/Items

- **Gambling** | Gambling of any type is prohibited in all housing facilities.
- **Ledges, Roofs, and Window Frames** | No persons or property are allowed on ledges, fire escapes, overhangs, roofs, or window frames of University buildings. Such actions will result in disciplinary action.
- **Prohibited Items** | Prohibited items in campus residential facilities include but are not limited to:
 - Weapons:
 - Firearms, including BB & paintball guns,
 - Knives, and other weapons (bows/arrows, blow guns and martial arts weapons, etc.)
 - Pocket Knives (3.5 In. & Below are allowed)
 - Open heating elements
 - Open-element cooking items, induction element appliances, Crock-pots, toasters, and air-fryers.
 - Hoverboards, E-bikes, Scooters (with Lithium Ion Batteries)
 - o Candles (lit or unlit) or incense
 - E-Cigarettes of any kind
 - Personal grills of any kind
 - Fog machines
 - Halogen lights
 - o Black or Neon Lights
 - Personal AC Units
 - Lofts/Loft kits

- Subwoofers
- Pets (except fish)
- Space Heaters
- Waterbed
- Octopus lamps
- Dart Boards
- Contact Paper
- Drugs & Tobacco
- Blue Sticky Tack

STUDENT CONDUCT WITHIN THE RESIDENTIAL COMMUNITY

Understanding the Conduct System | All residents within residential facilities owned and operated by Nicholls State University are expected to adhere to and comply with all residential and University rules, regulations, policies, and procedures. In the event a student violates this expectation, the violation is adjudicated through established student conduct processes. Residential Living adjudicates alleged violations of residentially based rules, regulations, policies, and procedures. This section outlines the student conduct process as administered through Residential Living.

Behavior that is a violation of the Student Policy and Procedure Manual and/or seriously disrupts the normal functioning of the residential community or that threatens the health and safety of the community may be referred to the Office of Compliance, Conduct Accountability, and Ethical Development for adjudication in lieu of formal proceedings by Residential Living.

Sanctions imposed by Residential Living staff may include, but are not limited to, loss of privileges, fines, service hours, residential probation, and/or suspension from campus housing.

Guests who violate Residential Living policy may also be subject to judicial action. If the non-resident guest is a guest of a resident, the resident may be held accountable and liable for the actions of the guest. All decisions regarding policy violations require a preponderance of evidence before a resident can be found responsible.

Passive Participation | Residents are obligated to remove themselves from any situation where a violation is occurring. Residents present during a violation of the Residential Policies or Procedures and/or the Student Code of Conduct could be held responsible for that violation.

Room Responsibility | Each student shares responsibility for violations that occur in his or her room or apartment. Residents are expected to intervene and/or notify Residential Living staff when violations occur.

Failure to Comply | A resident may be cited for failure to comply if they refuse to comply with requests and/or instructions from a member of the Residential Living staff. Examples may include, but are not limited to, refusal to identify oneself or produce identification when asked, failure to remain in or leave an area when asked or instructed, etc. Failure to comply also refers to the failure to adhere to and follow all instructional and informational signage and previous judicial sanctions.

Judicial Hearing Process

A Step-by-Step Guide | If residents are alleged to be responsible for violating the Residential Policies & Procedures, they are guaranteed certain procedural rights. This section outlines these procedural rights under the Office of Residential Living. In addition, students can be held responsible for their behavior per the Code of Student Conduct.

The following procedural guidelines apply when a case is heard by a Residence Life staff member in their role as a housing staff member or during an appeal. It is the resident's responsibility to be aware of his or her rights contained within these guidelines. Should a student depart before an investigation and/or adjudication of an alleged infraction is completed, the judicial process may proceed.

- 1. **Alleged Incident Occurs** | Anyone involved in, is witness to, or has information about an incident may choose to write an Incident Report to document the facts of the incident.
- 2. Incident Report Is Written | Incident reports are generally initiated by a Resident Assistant and submitted to the Hall Director, Area Coordinator, or Director of Residential Living. When the incident report contains information regarding alleged policy violations, the students who are alleged to have violated the policy are entitled to view a copy of the report upon request. Typically, lower-level violations, such as visitation and noise, are adjudicated by Hall Directors, with higher-level violations, such as repeated lower-level violations and property damage, being adjudicated by professional staff members.
 - a. **Incident Report** | The incident report documents alleged violations of residential and/or University policies, procedures, rules, and/or regulations. The incident report is completed by the Residential Living Staff. The report documents the facts, observations, and relevant information regarding the incident. The submission of an incident report does not automatically mean a resident is deemed responsible for the alleged violation.
- 3. **Email/Letter of Notification** | If substantial information exists within the incident report to indicate an alleged policy infraction, a notification will be sent to the resident(s) who allegedly violated the policy. This notification will inform the student of the policy and date of the alleged violation. It will also request that the student contact the staff member to schedule a judicial meeting or it will note the time and date in which a student must appear. Under most circumstances, a judicial meeting will be conducted within 7 business days after the resident has been notified of a need for a judicial meeting.
- 4. Conduct Meeting is Scheduled | Once a resident has received a notification to appear at a conduct meeting, it is his or her responsibility to contact the appropriate staff member to schedule the conduct meeting within five business days. In some cases, the case will be scheduled in advance. Should a resident choose not to schedule or attend a conduct meeting, the meeting may proceed, and conclusions may be reached in his or her absence. Findings will be based on the information made available to the staff member at the time of the conduct meeting. Although residents are expected to comply with all conduct procedures, failure to respond

or appear as provided in these regulations will not be construed as an admission of guilt. In cases where more than one student is alleged to be responsible for a violation of these regulations, the staff member may determine that a single consolidated conduct meeting be conducted to review and determine the matter(s) pertaining to those students. Residents may request to have their cases heard individually.

- 5. **Conduct Meeting** | During a conduct meeting, residents will have the opportunity to review the evidence alleging their involvement in a policy violation(s). Residents will have an opportunity to respond to the allegations(s) contained in an Incident Report by presenting information relevant to their case as provided in these regulations. Documentary evidence and oral statements relevant to the case will be considered by the staff member only when the person(s) providing that the evidence or statements can be made available for examination at a conduct meeting unless the staff member determines that it is unreasonable or impossible to enforce this requirement. At the conclusion of the meeting, responsibility will be determined by a preponderance of evidence, meaning that the majority of evidence indicates that the resident is responsible for the incident or behavior.
- 6. **Decision is Made and an Outcome Letter is Sent** | Students will be notified in writing of the final decision of the conduct meeting officer after the judicial meeting is completed. Under most circumstances, this will occur within five business days. The decision of the staff member shall constitute the written record of the meeting and shall be kept on file with the Office of Residential Living. All conduct proceedings under these regulations are subject to all applicable laws and regulations governing the privacy and disclosure of student records. The Office of Residential Living shall make the final determination(s) in all disciplinary actions taken under these procedures.
- 7. Resident May Choose to Appeal in Writing/Email | The decision of the staff member may be appealed, in writing, within three (3) business days of the date, the decision letter is rendered. In general, decisions regarding appeals are rendered within 10 business days. Appeals must be submitted in writing to housing@nicholls.edu.

Written appeals must cite specific reasons for a reconsideration of the decision. The right to appeal the decision is limited and may be based only on:

- a. the grounds that procedural error(s) occurred at the judicial meeting that unfairly affected the outcome of a case.
- b. compelling new evidence, relevant to the outcome of a case, was discovered and was demonstrably not available at the time of the judicial meeting. New evidence may be submitted after the three-day appeal limit; however, sanctions do take effect after the three-day timeline. Thus, appeals may or may not affect sanctions.
- c. specific conditions that provide good cause for reconsidering a case. This can include unduly harsh sanctions or demonstrated bias against a resident during the conduct process.
- 8. **Sanctions** | Normally, no sanction(s) will be imposed against a resident before the conclusion of the conduct meeting process as provided in these procedures. However, if a resident is involved in a conduct case in any capacity, they may be permanently re-assigned at any time as stated in the Residential Handbook. Reassignment actions do not constitute sanctions and are not applicable.

The Office of Residential Living may determine that sufficient cause exists to impose interim eviction or relocation on a student pending disciplinary proceedings. If imposed, a resident is required to leave the residence within the time specified in the interim eviction notice and cannot return until written notice is received.

In violations where a fine is imposed, future violations for similar offenses are progressive. Below is a potential example of a progressive fine:

a. First Violation:

i. Fine - \$25.00 and an educational sanction

b. Second Violation:

- i. Fine \$50.00, educational sanction and residential probation
- c. Third Violation:
 - i. Fine \$100.00 and potential eviction

Sanctions

May include, but are not limited to:

- <u>Assignment Change</u> | A student's housing assignment may be changed as a result of the student's behavior or actions.
- <u>Fines</u> | Fines must be paid by the student and cannot be satisfied through financial aid or other University-based funding. Fines must be paid in full to Fee Collections by the specified deadline. If full payment is not made by the specified deadline, an additional late fee may be assessed and a hold may be placed on the student.
- **Personal Growth Activity** | A personal growth activity is designed to assist the student in better understanding the overall impact of their behavioral infraction(s). Such assigned activities might include but are not limited to research papers, the creation of educational materials, or the planning and/or presentation of educational programs related to the policy infraction.
- <u>Residential Eviction</u> | Residential eviction is the cancellation of the student's housing contract. The student will be expected to completely vacate the housing facility by the date and time specified by Residential Living. Unless otherwise stated in official written correspondence, the student will also be banned from all housing facilities and not permitted to be in, on, or around the facilities at any time.
- **Residential Probation** | Residential probation is typically the last sanction prior to eviction from campus housing and is usually accompanied by one or more restrictions of privilege. If on residential probation and found to be responsible for any additional residential or University violations, the student will be immediately evicted from campus housing.
- **Restitution** | A student may be held financially responsible for damages or excessive cleaning which results from the student's behavior or actions.
- **<u>Restriction of Privilege</u>** | A restriction of privilege means the student loses one or more specified residential privileges or access for a designated period of time. One example would be a loss of guest visitation privileges.
- **Service** | A service sanction is designed to compensate for the student's unacceptable behavior or action through a community service activity.
- <u>Written Warning</u> | A notice that continued or repeated violations of University policies or campus housing policies will result in further conduct action.

Judicial Violations that May Result in Eviction:

(This list is not all-inclusive, but rather is intended to give some examples of serious violations.)

- Possession or use of dangerous weapons/substances including guns, knives, explosives, or flammable materials.
- o Possession or use of illegal drugs or bulk alcohol.
- o Tampering with fire-safety equipment.
- Physical abuse of others or self, including assault, sexual assault, or suicide attempts.
- Threats of violence to others or self, including physical threats, sexual harassment, or suicide threats.

- Throwing or dropping objects from or at a building.
- Repeated violation of policies or regulations.

Sample Damages, Fines, and Other Charges

The following is a list of potential damage and fine charges. Depending on the severity of specific damages and/or violations, the actual cost can vary. The best way to ensure that no damages or fines are incurred is to maintain a safe and clean living environment, avoid damaging or altering the facilities, report any potential damages or maintenance needs in a timely manner, and follow all policies.

Access Control		Lighted Exit Signs	\$300.00
Card Reader	\$500.00	Fire Suppression Hood Reset	\$1,400.00
Door Hardware	\$200.00	• •	. ,
	·	Floors (Prices are Minimums)	
<u>Appliances</u>		Bicycle Tread Marks	\$75.00
Dishwasher	\$450.00	Burns (Cigarette) \$50.00	
Dryer	\$500.00	Burn (Iron)	\$75.00
Washer	\$500.00	Stains	\$25.00
Garbage Disposal	\$100.00	Excessive Stains	\$50.00 - \$100.00
Microwave	\$200.00	Rips in Carpet	\$50.00
Refrigerator	\$550.00	Tile Damage	\$50.00
Stove	\$500.00	Linoleum Damage	\$50.00
		Duct Tape/Residue	\$25.00
<u>Bathroom</u>			
Bathtub Damage	Actual Cost	<u>Furniture</u>	
Drawers (each)	\$50.00	Clean Upholstered Furniture	\$35.00/ Section
Sink Broken	\$150.00	Reupholster Lounge Sofa	\$600.00
Mirror Broken	\$150.00	Reupholster Lounge Loveseat	\$475.00
Mold (Resident Upkeep)	Actual Cost	Reupholster Lounge Chair\$400.0	0
Toilet Broken	\$100.00	Replace Desk Chair	\$100.00
Toilet Replacement	\$250.00	Replace Loveseat \$450.0	0
Toilet Seat	\$45.00	Replace Sofa	\$700.00
Towel Rack Remount	\$25.00	Replace Armchair	\$375.00
Towel Rack Replacement	\$50.00	Replace Desk	\$400.00
		Replace Dining Table	\$400.00
Bed Hardware		Replace Dining Chairs	\$150.00
Twin Mattress	\$200.00	Replace End Table	\$150.00
Full Mattress	\$250.00	Replace Coffee Table	\$150.00
Twin Bed Frame	\$200.00	Replace TV Stand \$250.0	0
Full Bed Frame	\$250.00		
Mattress Cover	\$30.00	<u>Judicial Fines</u>	
		Building Security Violation	\$100.00
<u>Doors</u>		Excessive Trash	\$25.00/Bag
Set of Closet Mirror Doors	\$300.00	Failure to Comply	\$25.00
Replace Key (No Core Change)	\$25.00	Failure to Evacuate	\$25.00
Replace Door	Actual Cost	Improper Check-out	\$50.00
Core Change (bedroom cores)	\$50.00/Core	Improper Check-in	\$50.00
Lockout Charge	\$10.00	Improper Room Change	\$50.00
		Improper Use of Empty Space	\$50.00
<u>Fire Safety</u>		Improper Disposal of Grease	\$50.00
Recharge Extinguisher	\$100.00	Missed Mandatory Meeting	\$25.00
Fire Alarm Box	\$150.00	Smoking	\$50.00
Smoke Detector	\$100.00	Smoke Smell Removal	Cost to Replace
Strobe Alarm	\$200.00	Trash Removal/Bag	\$25.00
Fire Equipment Violation	\$100.00	Unauthorized Appliance per Unit	
Fire Hazard Violation	\$100.00	Unauthorized Pet	\$50.00
Evacuation Map Cover	\$25.00	Violation #2	\$100.00
Candle	\$25.00	Per Day after #2	\$100.00

Unauthorized Room Change	\$100.00	Thermostat Damage	\$100.00
Unauthorized Use of Furniture	\$50.00	Replace Door Stop	\$5.00
<u>Light Fixtures</u>		<u>Walls</u>	
Room Light	\$150.00	Ceramic Tile Replacement	\$200.00
Replace Lens	\$75.00	Hole Door knob or smaller	\$50.00
Ceiling Fan	\$200.00	Hole 2" - 4" Diameter	\$100.00
Ceiling Fan Light Fixture	\$75.00	Hole 4" diameter or larger	\$150.00
Switch Cover	\$25.00	Paint One Wall of Room	\$100.00
Light Bulb Replacement	\$5.00	Paint Entire Room	\$300.00
		Remove Stickers/Graffiti	\$50.00
Miscellaneous Charges		Paint Ceiling	
Cleaning Charge per Area (Min.)	\$25.00	Patch Plaster (Minimum)	\$50.00
Elevator Damage Actual Cost		Paint Chip	
Recreation Equipment Damage	Actual Cost	Remove Screws, nails (Min.)	\$25.00
Cable Box	\$60.00	Command Strip Left Behind	\$25.00/Strip
Cable Remote	\$20.00		
Cable Power Cord	\$10.00	<u>Windows</u>	
Cable Ends	\$15.00	Blinds (Reinstall) \$25.	.00
		Blind Replacement	\$50.00
<u>Miscellaneous Damage</u>		Screen (Reinstall)	\$25.00
Trash Can	\$30.00	Screen Replacement	\$50.00
Room Clean Up	\$75.00	Window Actu	ıal Cost
Trash in Hallway	\$100.00	Removal of Window Screen	\$50.00

APPENDIX

APPENDIX I. - Approved Animal Policy

Residential Living Approved Animal Policy

The purpose of this policy is to address the recent influx of emotional support and service animals in residential housing facilities. In an attempt to protect the well-being of the owner, other on-campus residents, university staff, and our facilities, these general rules must be followed:

- 1. All animals must be crated or placed in a carrier in the resident's assigned area at all times when the resident is not physically present in the room or apartment. Areas not allowed as crating spaces are the shared bathroom, living room, or any other shared space. Should an animal escape due to oversight of this rule while university personnel is entering the room, the university is not liable for the animal's well-being in any capacity. The resident will be contacted to retrieve the said animal. If the resident cannot be contacted or if the resident is unsuccessful in retrieving their animal, Animal Control will be contacted. The owner will hold the University blameless in the event the emotional support animal goes missing. University staff is not responsible for the retrieval of said animal in the event the animal escapes or becomes lost.
- 2. According to Louisiana Leash Laws, animals must be maintained under standard restraints such as a carrier and/or leash to relieve themselves in a grassy area. All animal waste must be immediately disposed of in a plastic bag and placed in an outdoor waste receptacle away from building entrances. Waste should never be disposed of inside of a residential building. Animals using litter or bedding must be disposed of in dumpsters away from the residential buildings.
- 3. Animals should never be found roaming any campus area not restrained by a leash that is in the hands of the assigned owner.

- a. Restricted areas for emotional support animals include any academic buildings on campus, the Recreational Center, and inside the confines of the Brady Apartment Complex pool area.
- 4. The noise level of the animal must never hinder another student's learning environment or create a bothersome atmosphere.
- 5. If residents are found not cleaning up after their animal and a university staff member must clean up after an animal, a cleaning charge will be placed on the resident's account.
- 6. Objects belonging to the animal must remain in the assigned residential room space only.
- 7. All residents with registered animals are subject to monthly animal compliance checks. During these checks, the following will be inspected:
 - a. All animal belongings in are the correct area (see item 1)
 - b. Cleanliness related to animals (fur and odor, see item 5)
 - c. Any damages caused by the animal
 - i. The owner is financially responsible for any damage or cleaning needed.
 - d. Space is free of fleas, ticks, and other pests
 - i. If detected, university-approved pest control services will be contacted and resident will be billed for the expense of any pest treatment beyond the standard pest management.
- 8. Animals are required to have identification at all times.
- 9. Approved animals may not be left overnight in student housing to be cared for by another student. Animals must be taken with the student if they leave campus for a prolonged period. Residents are not allowed to leave their animals over break or weekends if the resident is not going to be staying on campus. Care of the animal cannot be left up to any other individual, as sole responsibility is that of the owner who the animal provides services. Care of the animal includes but is not limited to providing food and water, cleaning up after the animal, and walking animal for natural relief or exercise. This guideline excludes mandatory evacuations for the building in the event of fire or safety drills.
- 10. If an animal physically harms another resident, it will be removed from the residence hall immediately.
 - a. The owner is financially responsible for any harm caused or the cost of removal services if needed.
- 11. Animals must be current with immunizations against diseases common to that type of animal.
- 12. If at any point your approved animal becomes pregnant, you must remove your emotional support animal from campus.
- 13. The University reserves the right to contact the proper authorities if we feel any emotional support animal is being abused or neglected. If a student's animal is removed because of abuse or neglect, the resident will no longer be eligible for an emotional support animal during their tenure at Nicholls State University.

Residents with approved animals will receive these expectations from the Director of the Student Access Center upon completion of required documentation and paperwork. The Office of Residential Living will also send these expectations via e-mail correspondence after receipt of approval from the Student Access Center, as well as prior to the start of each academic term.

Violation of Terms:

E-mail correspondence sent prior to the start of each academic term serves as a general warning. Any documented situation that contradicts these guidelines will result in the following:

- 1. The resident will receive a formal written warning.
- 2. Upon the second report, a meeting will be scheduled with the appropriate Area Coordinator to discuss policy violations. In addition to this meeting, the student will be placed on animal compliance probation.
- 3. Any incidents that break this probation will result in the removal of the animal from campus residence halls.
- 4. Animals causing physical harm to any persons on campus will automatically result in immediate removal of animal and will not be subject to the warning system.

Documented warnings and probationary periods do not overlap academic terms (i.e. resident placed on animal compliance probation in the fall term will have their record erased upon the start of the spring term.) Once an animal has been removed from residential facilities, it will no longer be allowed to return on campus for the remainder of the owner's tenure at Nicholls State University. The owner is expected to fulfill their housing obligation as stated in the housing contract in the event of an animal's removal.

Residents with approved animals are expected to follow all residential policies. This policy serves in addition to the guidelines set by the Student Access Center. Receipt of this policy and presence of an approved animal on campus acknowledges that the resident has read and understands these expectations and they agree to the terms of the Residential Living Approved Animal Policy.

APPENDIX II. - Contract Canellation Policy

Contract Cancellation Policy & Procedures

FALL SEMESTER EVICTIONS DUE TO:

- Non-Payment:
 - Students who live on campus must pay all fees due to the University on or before the 5th class day or their classes will be dropped. Students who fail to meet this financial requirement will have their housing and meal service contract canceled. The resident will then have 48 hours to check-out of their room and turn in their key. Housing and Meal Service charges will be prorated until their official check-out date. No cancellation charge will be imposed and the student will receive a refund of their housing deposit.
- No Class Schedule, But Have Moved-In:
 - Students accepted for admission, but who do not schedule classes will not be charged housing and food service charges unless the student moves into the residential living facility. Students who move into a residential living facility, but do not have a class schedule after the 5th day of class will be evicted and will have 48 hours to check-out of their room and turn in their key. Their housing and food services will be charged a prorated amount until the student completes an official check-out and turns in their key. If the student moves in, a \$200.00 cancellation charge will not be imposed and they will forfeit their housing deposit.

The Associate Vice President, Vice President of Student Affairs, or designee, may defer the eviction/cancellation for sufficient cause, that is, professional judgment based on reasonable findings. The Office of Residential Living will coordinate notification and eviction of students if applicable. Requests for deferring eviction will be forwarded to the Vice President of Student Affairs.

EXEMPTIONS (for Students with Class Schedules):

Exemption requests will be considered until the 14th day of classes. Any student who elects to leave campus after the 14th day is not entitled to any refund of charges, as per the University Refund Schedule. Their housing and meal services will remain active.

- Before Move-in Day:
 - Students who do not move in the residence halls and cancel their housing and meal contract per approved exemption before the first day of class, will not be charged housing or food service charges for the current semester/session. The housing and food service contract deposit will be forfeited unless the student cancels prior to July 15th for contracts beginning with the fall semester. No cancellation charge will be imposed. Contracts received after the cancellation deadline will be subject to the same forfeiture and cancellation policy unless the student is declared ineligible to enroll by the university.
- After Move-in Day:
 - Moved-In (Received Key):
 - Students who do not resign from the University, but are released from the housing and food service contract per approved exemption, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until the student has completed an official checkout and returned their key. If this occurs after the 5th day of class to the 14th day, the student receives a refund/credit of charges in accordance with the schedule published for a refund of tuition and fees. The housing and food service contract deposit will be forfeited and a \$200.00 cancellation charge will be imposed.

- Did NOT Move-In:
 - Students who do not resign from the University, but are released from the housing and food service contract per approved exemption, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until they provide all necessary documentation for an approved exemption. If this occurs after the 5th day of class to the 14th day, student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited and a \$200.00 cancellation charge will be imposed.

NO SHOWS:

- With Class Schedule:
 - Students with class schedules, who fail to report for check-in by the 5th class day and have not
 canceled their contract or been released per an approved exemption from the contract will be
 classified as no-shows. These students will be administratively given a room change to Ellender Hall
 for that semester. The housing and food service assignment and all related charges will remain on the
 student's account.
- Without Class Schedule:
 - Students without class schedules, who fail to report for check-in by the 5th class day and have not canceled their contract or been released from the contract will be classified as no-shows. The housing and food service assignment will be canceled. The \$200.00 deposit will be forfeited and no cancellation charge will be imposed.

RESIGNATION FROM THE UNIVERSITY:

- Hardship Resignation:
 - Students who resign due to financial, medical, or personal hardship may request to be released from their housing and meal service contract. Students are charged for housing and meals on a prorated basis and are not charged a cancellation fee. Deposit should be deferred to the next semester, or a refund of the deposit should be granted. Requests for release from the contract for hardship reasons and a waiver of cancellation charges must be submitted to the director of the Office of Residential Living within 30 days of the student resigning from the University or moving out of the residence halls. Appropriate documentation must be attached to the request submitted to the Director of Residential Living. The Director will review the request and forward it with a recommendation to approve or deny to the Associate Vice President of Student Affairs.
- General Resignation:
 - Moved-In:
 - Students who resign from the University before the 5th day of class will be charged for housing and meal services on a prorated basis until the student has completed an official checkout and returned their key. If this occurs after the 5th day of class, student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited. No Cancellation Charge will be imposed.
 - o Did not Move-In:
 - Students who resign from the University before the 5th day of class will be charged for housing and meal services on a prorated basis. If this occurs after the 5th day of class, student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited. No Cancellation Charge will be imposed.

SUSPENSIONS:

- Academic Suspension After Spring Semester for the next Fall semester:
 - Students whose class schedules have been canceled by the University or who are academically ineligible to enroll for the upcoming semester/session will have their housing and meal service contract canceled and will be deferred for a determined time period. No cancellation charge will be imposed. The student's housing application status will be set to new. Student must re-apply and pay their housing application fee and deposit after being granted their Academic Suspension Appeal. The student will receive a new housing assignment based on the date of deposit payment.
- Judicial Suspension:
 - Students suspended from the University and/or evicted for discipline reasons will not be entitled to any refund or credit of housing and food service fees. The housing and food service contract deposit will be forfeited. A cancellation charge will not be imposed.

SPRING SEMESTER

EVICTIONS DUE TO:

- Non-Payment:
 - Students who live on campus must pay all fees due to the University on or before the 5th class day or their classes will be dropped. Students who fail to meet this financial requirement will have their housing and meal service contract canceled. The resident will then have 48 hours to check-out of their room and turn in their key. Housing and Meal Service charges will be prorated until their official check-out date. No cancellation charge will be imposed and the student will receive a refund of their housing deposit.
- No Class Schedule, But Have Moved-In:
 - Students accepted for admission, but who do not schedule classes will not be charged housing and food service charges unless the student moves into the residential living facility. Students who move into a residential living facility, but do not have a class schedule after the 5th day of class will be evicted and will have 48 hours to check-out of their room and turn in their key. Their housing and food services will be charged a prorated amount until the student completes an official check-out and turns in their key. If the student moves in, a \$200.00 cancellation charge will not be imposed and they will forfeit their housing deposit.

The Associate Vice President, Vice President of Student Affairs, or designee, may defer the eviction/cancellation for sufficient cause, that is, professional judgment based on reasonable findings. **The Office of Residential Living will coordinate notification and eviction of students if applicable. Requests for deferring eviction will be forwarded to the Vice President of Student Affairs.**

EXEMPTIONS (for Students with Class Schedules who are 'new' for Spring):

Exemption requests will be considered until the 14th day of classes. Any student who elects to leave campus after the 14th day is not entitled to any refund of charges, as per the University Refund Schedule. Their housing and meal services will remain active.

- Before Move-in Day:
 - Students who do not move in the residence halls and cancel their housing and meal contract per approved exemption before the first day of class, will not be charged housing or food service charges for the current semester/session. The housing and food service contract deposit will be forfeited unless the student cancels prior to December 15th for contracts beginning with the fall semester. Contracts received after the cancellation deadline will be subject to the same forfeiture and cancellation policy unless the student is declared ineligible to enroll by the university.

- After Move-in Day:
 - Moved-In (Received Key):
 - Students who do not resign from the University, but are released from the housing and food service contract per approved exemption, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until the student has completed an official checkout and returned their key. The housing and food service contract deposit will be forfeited and a \$200 cancellation charge will be imposed.
 - Did NOT Move-In:
 - Students who do not resign from the University, but are released from the housing and food service contract per approved exemption, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until they provide all necessary documentation for an approved exemption. The housing and food service contract deposit will be forfeited and a \$200 cancellation charge will be imposed.

RELEASES (for Students with Class Schedules who are 'returning' for Spring):

Release requests will be considered until the 14th day of classes. Any student who elects to leave campus after the 14th day is not entitled to any refund of charges, as per the University Refund Schedule. Their housing and meal services will remain active.

- Before Move-in Day:
 - Students who do not move in the residence halls and cancel their housing and meal contract per approved release before the first day of class, will not be charged housing or food service charges for the current semester/session. All releases are considered contract cancellations and result in a forfeiture of the deposit and a cancellation fee of \$200.00. Contracts received after the cancellation deadline will be subject to the same forfeiture and cancellation policy unless the student is declared ineligible to enroll by the university.
- After Move-in Day:
 - Moved-In (Received Key):
 - Students who do not resign from the University, but are released from the housing and food service contract per approved release, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until the student has completed an official checkout and returned their key. The housing and food service contract deposit will be forfeited and a \$200 cancellation charge will be imposed.
 - Did NOT Move-In:
 - Students who do not resign from the University, but are released from the housing and food service contract per approved release, from the first day of class forward until the 5th day of class (in accordance with the University Refund Schedule) will be charged for housing and meals on a pro-rated basis until they provide all necessary documentation for an approved release. The housing and food service contract deposit will be forfeited and a \$200 cancellation charge will be imposed.

RESIGNATION FROM THE UNIVERSITY:

- Hardship Resignation:
 - Students who resign due to financial, medical, or personal hardship may request to be released from their housing and meal service contract. Students are charged for housing and meals on a pro-rated

basis and are not charged a cancellation fee. Deposit should be deferred to the next semester, or a refund of the deposit should be granted. Requests for release from the contract for hardship reasons and a waiver of cancellation charges must be submitted to the director of the Office of Residential Living within 30 days of the student resigning from the University or moving out of the residence halls. Appropriate documentation must be attached to the request submitted to the Director of Residential Living. The Director will review the request and forward it with a recommendation to approve or deny to the Associate Vice President of Student Affairs.

- General Resignation:
 - Moved-In:
 - Students who resign from the University before the 5th day of class will be charged for housing and meal services on a prorated basis. If this occurs after the 5th day of class, student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited. A Cancellation Charge will be imposed.
 - Did not Move-In:
 - Students who resign from the University before the 5th day of class will be charged for housing and meal services on a prorated basis until the student has completed an official checkout and returned their key. If this occurs after the 5th day of class, student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited. A Cancellation Charge will be imposed.

NO SHOWS:

- With Class Schedule:
 - Students with class schedules, who fail to report for check-in by the 5th class day and have not canceled their contract or been released per an approved exemption from the contract will be classified as no-shows. These students will be administratively given a room change to Ellender Hall for that semester. The housing and food service assignment and all related charges will remain on the student's account.
- Without Class Schedule (no belongings left):
 - Students without class schedules, who fail to report for check-in by the 5th class day and have not cancelled their contract or been released from the contract will be classified as no-shows. The housing and food service assignment will be cancelled. The \$200.00 deposit will be forfeited and a cancellation charge will be imposed.
- Without Class Schedule (left belongings):
 - Students without class schedules, who fail to report for check-in by the 5th class day and have not cancelled their contract or been released from the contract will be classified as no-shows. The housing and food service assignment will be prorated to the 5th day and then their belongings will be discarded after 1 week of abandonment. The \$200.00 deposit will be forfeited and a cancellation charge will be imposed.

SUSPENSIONS:

- Academic Suspension After Fall Semester for the Spring semester (no belongings left):
 - Students whose class schedules have been cancelled by the University or who are academically ineligible to enroll for the upcoming semester/session will have their housing and meal service contract canceled and will be deferred for a determined time period. No cancellation charge will be imposed. Students will be required to move their belongings within 48 hours of their suspension. The student's housing application status will be set to new. Student must re-apply and

pay their housing application fee and deposit after being granted their Academic Suspension Appeal. The student will receive a new housing assignment based on the date of deposit payment.

- Academic Suspension After Fall Semester for the Spring semester (left belongings):
 - Students whose class schedules have been cancelled by the University or who are academically ineligible to enroll for the upcoming semester/session will have their housing and meal service contract canceled and will be deferred for a determined time period. No cancellation charge will be imposed. Students will be required to move their belongings within 48 hours of their suspension. If the student fails to remove their belongings, their housing and meals will be prorated to the 5th day and then their belongings will be discarded after 1 week of abandonment. The student's housing application status will be set to new. Students must re-apply and pay their housing application fee and deposit after being granted their Academic Suspension Appeal. The student will receive a new housing assignment based on the date of deposit payment.

• Judicial Suspension:

 Students suspended from the University and/or evicted for discipline reasons will not be entitled to any refund or credit of housing and food service fees. The housing and food service contract deposit will be forfeited. A cancellation charge will not be imposed.

APPENDIX III. - Fletcher Student Housing

Policy & Procedure for Fletcher Students to Live On-Campus at Nicholls State University.

Fletcher Technical and Community College (Fletcher) students are able and encouraged to live in the residential facilities at Nicholls State University. Fletcher students who live on campus are subject to the same housing and meal contract that Nicholls State University students are subject to. The following policy and procedures are to guide and ensure that the relationship is conducive for all parties.

N-Number (Student Number) & ID Card

- All participants will be required to attain a Nicholls State University identification number (known as N#)
- In order to secure an N#, the participant must submit all pertinent information by one month prior to the move-in date.
- All participants must secure a Colonel Card for a one-time fee of \$15.00
- All participants must purchase a Nicholls parking decal for a one-time fee of \$50.00

Living Arrangements*

- Fletcher students must complete the housing and meal service contract for the academic term that they wish to live on campus via the housing portal. This can occur once they complete the N# step and a Residential Living Staff member can manually add them into the portal.
- Once they complete their application, they must pay the \$250.00 housing deposit and application fee.
 - The \$200.00 housing deposit will be returned to the student as long as the student fulfills their full-year (Fall and Spring) contract, unless:
 - The participant terminates the agreement prior to the end of the contract term or date specified in their agreement.
 - The student causes damages to the room or living space that warrant restitution. The student will fill out an inventory condition report at move-in to keep track of the condition of space at the beginning and end of the contract term.
 - Must complete an exemption request for any subsequent year before July 15th.
- Once paid, the Office of Residential Living will place them in a room based on their preferences in the application and availability of space on campus. The student will receive their assignment after all previous semester Nicholls students and new incoming Nicholls students have been placed for the upcoming term.
- Once all fees/balances are paid in full for the semester, the Fletcher student will be able to receive their key and move in during the appropriate and designated move-in time period, as specified by the Office of Residential Living.
- Fletcher students must abide by all Nicholls and Residential Living policies and procedures as well as the University Code of Conduct. They are also susceptible to the same refund and cancellation policies that all Nicholls students follow.

Meals & Food Service

- All students who live on campus must also be provided a meal plan for each semester.
- Students must choose a meal plan that best suits them, according to where they live. This selection will be made while completing the Housing application/contract.

Recreation Center

- A semester membership may be purchased for \$155.00 +tax and will allow unlimited access during the hours of operation for 16 weeks. This will not be prorated.
- Participants may purchase day passes at \$15.00 per day with unlimited access during the operating hours of the purchase date.

Effective March 22, 2019

^{*}Note: All arrangements are contingent upon availability and Nicholls State University students maintain priority.

APPENDIX IV. - Fletcher Line Worker Housing

Line Worker Residential Opportunity Nicholls State University and Fletcher Technical and Community College

N-numbers & ID Card

- All participants will be required to attain a Nicholls State University identification number (known as N#)
- In order to secure an N#, the participant must submit all pertinent information by one month prior to move-in date.
- All participants must secure a Colonel Card for a one-time fee of \$15
- All participants must purchase a Nicholls parking decal for a one-time fee of \$50

Living Arrangements

- A \$200 deposit will be collected upon application. This deposit will be returned to the line worker participant on the last day of the semester or the last day of their agreement unless any of the following occur:
 - The participant terminates the agreement prior to the end of the semester or date specified in their agreement
 - Participant causes damages to the room or living space that warrant restitution. Participants will fill out inventory condition report at move-in to keep track of condition of space at the beginning and end
- The agreement may be for the entire semester or for a block of weeks
 - A block shall consist of four weeks
 - If the participant chooses a block of weeks, they are not guaranteed availability if they choose to request another block of weeks
- Entire balance of fees must be paid prior to move-in
- Fees associated with the living arrangement are as follows and are charged for each day that the participant has the room reserved/held for him/her:
 - Brady Apartments = \$33.18 per day
 - Millet/Zeringue = \$30.57 per day for private room; \$28.08 per day for semi-private room
- Living arrangements do not include linen and participants are expected to provide their own linen and toiletries
- Rooms are not guaranteed to be next to other Fletcher students
- Participants must adhere to and abide by the policies and procedures explained in the Residential Living Handbook and the Code of Student Conduct

Food Service

- Commuter meal plans are available for purchase through Auxiliary Services
- Additionally, there are many food service outlets available on campus for meal by meal purchase

Recreation Center

- A semester membership may be purchased for \$155+tax and will allow unlimited access during the hours of operation for 16 weeks. This will not be prorated.
- Participants may purchase day passes at \$15 per day with unlimited access during the operating hours of
- the purchase date

Effective March 8, 2019

^{**}Note: All arrangements are contingent upon availability and Nicholls State University students maintain priority

APPENDIX V. - Housing & Meal Service Contract

Housing and Meal Service Contract

'New' Student Contract

- 1. All students living in campus housing are required to have both room and board (meal plan). The Housing and Food Service Contract is for two semesters (Fall and Spring) or one semester (Spring). Students entering into a contract must live in campus housing for the entire contract period and must pay rates as published.
- 2. The Housing & Food Service Contract is for an available space in campus housing to be determined and assigned by the University. The contract is not for a specific building, room, room type, or roommate. Assignment to a specific building, room, room type, or roommate is not guaranteed.
- 3. The University retains all assignment and reassignment rights. The University reserves the right to make housing assignments and to require assignment changes at any time when considered advisable or necessary by the University. Transfers within or to other rooms or apartments must be approved in advance by the Office of Residential Living.
- 4. Applications for the Housing and Food Service Contract may be submitted at any time and must be accompanied by a \$250 deposit (\$200 room retention and damage deposit plus a \$50 non-refundable application fee). The deposit is not advance payment of housing or meal fees. A student may cancel the contract and recover the \$200 deposit if written notice of cancellation and approval is received in the Office of Residential Living no later than the dates below:

Housing Cancellation Deposit Refund Schedule Deadline:

- For Academic Year Contracts: July 15
- For New Spring Semester Contracts: December 15

Any cancellations after the above dates will result in a forfeiture of the housing deposit. If a release from the contract is approved, students wanting to cancel an academic year contract (August-May) at the end of fall semester will forfeit the housing deposit and will also be charged a \$200 cancellation fee. This does not apply to students that graduate at the end of the Fall semester. These cancellation dates also apply to individuals who subsequently do not enroll in University classes. It is solely the responsibility of the individual to provide written notification of cancellation directly to the Office of Residential Living. Notices submitted to offices other than the Office of Residential Living will not be recognized and/or honored.

- 5. If a student fails to move into their assigned room space by 4:00 p.m. on the day before classes begin, the Office of Residential Living reserves the right to reassign the room space.
- 6. Students who register for classes with the university and do not cancel their Housing and Food Services Contract or obtain a release from said contract prior to the first day of classes, will be subject to fees charged for housing and food services. If the student is granted an exemption or release after the first day of class and has not moved into campus housing or used the meal plan, a \$200 cancellation fee will be charged. The student will be charged for housing and meal plan on a prorated basis until the 5th class day then according to the University Refund Schedule from the 5th to 14th class day until all necessary documentation for an approved exemption or release is received. After the 14th class day, no refund will be issued, as per the University Refund Schedule. The Housing and Food Service Contract deposit will be forfeited. Students who have not moved in may be administratively moved to an assignment that is equal to or less than the price of the original assignment. If the student has moved into campus housing or used the meal plan, the student will be charged a \$200 cancellation fee. The student will be charged for housing and meal plan on a prorated basis until the 5th class day then according to the University Refund Schedule from the 5th to 14th class day until all necessary documentation for an approved exemption or release is received and the student has completed an official checkout and returned their key. After the 14th class day, no refund will be issued, as per the University Refund Schedule. The Housing and Food Service Contract deposit will be forfeited.
- 7. Payment of the Housing and Food Service Contract must be made in accordance with University policy.
- 8. In order to live on-campus, students must be enrolled in courses for the Fall and Spring Academic terms in which the contract is valid. Students must understand that being enrolled in under 12 hours may impact their financial aid eligibility and could affect their ability to become a student employee.

- 9. Students who withdraw or students who remain enrolled but request to cancel campus housing must vacate the premises within 48 hours of the withdrawal/cancellation being effective. If a student's request to cancel campus housing is approved before the 5th class day, they will be charged for housing and meal services on a prorated basis until the student has completed an official check out and returned their key. If this occurs after the 5th day of class, the student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited.
- 10. Students who are suspended from the University or who are directed to vacate campus housing due to a disciplinary matter must vacate the premises the day the suspension/eviction is effective. Students suspended/evicted will not receive any refund of fees paid or reduction of charges under the Housing and Food Service Contract. The deposit will be forfeited if the student is directed to vacate due to a disciplinary matter.
- 11. All occupants shall permit any authorized agent of the University to enter the room/apartment at all times for any purpose the University deems reasonable. Reasons for entry include, but are not limited to, for the purpose of maintenance, pest control, inspecting the facility, preventing waste of utilities, leaving notices, enforcing University rules and regulations, and ensuring the safety, welfare, and comfort of all students and the University.
- 12. Students may not bring furniture, equipment, and appliances into campus housing without special permission from the Office of Residential Living. Students may not alter or paint furnishings, fixtures, or any part of the unit. Students are responsible for any unauthorized alterations to their assigned area.
- 13. The University will not grant a refund or credit for housing or food services for any closure period resulting from a campus emergency, including weather, man-made emergencies, etc. The intent is for the University to provide students housing and food services necessary to complete the current enrollment semester/session. Adjustments to the University's calendar will be reflected in the housing and food services operations.
- 14. Students are responsible for cleaning and maintaining their housing unit. Students who do not properly maintain their housing unit will be billed for cleaning, repair, or replacement necessary to return the unit to its condition at the beginning of the current contract period. Students are responsible for reporting maintenance/repair problems in a timely manner. Damage to any unit which results from the student's failure to report the maintenance problem in a timely manner will be charged to that student's Banner account.
- 15. The standard contract does not include payment for room or meals during official University holidays, i.e. Thanksgiving, Easter, Spring Break, or days between semesters/sessions. Students who will need housing for breaks must select break housing in this application process. Please note that none of the dining options will be open during these breaks. Brady will remain open during breaks at constricted hours.
- 16. The applicant agrees to abide by the terms of this contract, housing and food service regulations, and the Code of Student Conduct, and Residential Living Handbook. Violations of any University policy may result in eviction from campus housing. Students suspended from the University or who are evicted from campus housing due to a disciplinary matter will NOT receive a refund or reduction in fees due/paid for housing and food service for the current semester. The \$200 housing deposit will be forfeited.
- 17. The University may terminate this contract if the applicant: (1) fails to pay housing or other charges when due; (2) fails to be enrolled in the University; and/or (3) fails to comply with the terms of this contract or with residential and/or University policies, procedures, rules, and/or regulations.
- 18. The University shall not be liable to the applicant, or any person claiming through the applicant, for any injury to the person or loss of or damage to property. The University shall not be liable for any damages or losses to person or property caused by other person(s), theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities, war, natural phenomena, or acts of God unless same is due to the proven negligence of the University. It is recommended that students obtain renter's insurance.
- 19. The University cannot be used as a storage facility. Any and all items left on University property after the termination of this contract may be handled, removed, and disposed of at the risk and expense of the applicant, and, the University shall in no event be responsible for such property. Any items left after a semester's completion will be held for one (1) week and then disposed of. If a student is suffering from a hardship and cannot remove the items, an additional week may be approved by the Office of Residential Living. After this time, all items will be discarded.

20. The applicant assumes responsibility to become familiar with University rules, regulations, policies, and procedures, including but not limited to those in the Housing & Dervice contract, the Residential Living.

Handbook, the University handbook, the University Code of Student Conduct, the University Catalog, as well as other published rules, policies, and procedures of the University, and all city, parish, state, and federal laws. The applicant agrees that residents and their guests will comply with all rules, regulations, policies, and procedures of the University.

Individuals needing ADA Accommodations are encouraged to call 985-448-4430 or click here for more information.

Returning Student Contract

- 1. All students living in campus housing are required to have both room and board (meal plan). The Housing and Food Service Contract is for two semesters (Fall and Spring) or one semester (Spring). Students entering into a contract must live in campus housing for the entire contract period and must pay rates as published.
- 2. The Housing & Service Contract is for an available space in campus housing to be determined and assigned by the University. The contract is not for a specific building, room, room type, or roommate. Assignment to a specific building, room, room type, or roommate is not guaranteed.
- 3. The University retains all assignment and reassignment rights. The University reserves the right to make housing assignments and to require assignment changes at any time when considered advisable or necessary by the University. Transfers within or to other rooms or apartments must be approved in advance by the Office of Residential Living.
- 4. Applications for the Housing and Food Service Contract may be submitted at any time and must be accompanied by a \$250 deposit (\$200 room retention and damage deposit plus a \$50 non-refundable application fee). The deposit is not advance payment of housing or meal fees. A student may cancel the contract and recover the \$200 deposit if written notice of cancellation and approval is received in the Office of Residential Living no later than the dates below:

Housing Cancellation Deposit Refund Schedule Deadline:

- For Academic Year Contracts (Returning Students): June 1
- For Academic Year Contracts (New Students): July 15
- For New Spring Semester Contracts: December 15

Any cancellations after the above dates will result in a forfeiture of the housing deposit. If a release from the contract is approved, students wanting to cancel an academic year contract (August-May) at the end of fall semester will forfeit the housing deposit and will also be charged a \$200 cancellation fee. This does not apply to students that graduate at the end of the Fall semester. These cancellation dates also apply to individuals who subsequently do not enroll in University classes. It is solely the responsibility of the individual to provide written notification of cancellation directly to the Office of Residential Living. Notices submitted to offices other than the Office of Residential Living will not be recognized and/or honored.

- 5. If a student fails to move into their assigned room space by 4:00 p.m. on the day before classes begin, the Office of Residential Living reserves the right to reassign the room space.
- 6. Students who register for classes with the university and do not cancel their Housing and Food Services Contract or obtain a release from said contract prior to the first day of classes, will be subject to fees charged for housing and food services. If the student is granted an exemption or release after the first day of class and has not moved into campus housing or used the meal plan, a \$200 cancellation fee will be charged. The student will be charged for housing and meal plan on a prorated basis until the 5th class day then according to the University Refund Schedule from the 5th to 14th class day until all necessary documentation for an approved exemption or release is received. After the 14th class day, no refund will be issued, as per the University Refund Schedule. The Housing and Food Service Contract deposit will be forfeited. Students who have not moved in may be administratively moved to an assignment that is equal to or less than the price of the original assignment. If the student has moved into campus housing or used the meal plan, the student will be charged a \$200 cancellation fee. The student will be charged for housing and meal plan on a prorated basis until the 5th class day then according to the University Refund Schedule from the 5th to 14th class day until all necessary documentation for an approved exemption or release is received and the student has completed an official checkout and returned their key. After the 14th class day, no refund will be issued, as per the University Refund Schedule. The Housing and Food Service Contract deposit will be forfeited.
- 7. Payment of the Housing and Food Service Contract must be made in accordance with University policy.

- 8. In order to live on-campus, students must be enrolled in courses for the Fall and Spring Academic terms in which the contract is valid. Students must understand that being enrolled in under 12 hours may impact their financial aid eligibility and could affect their ability to become a student employee.
- 9. Students who withdraw or students who remain enrolled but request to cancel campus housing must vacate the premises within 48 hours of the withdrawal/cancellation being effective. If a student's request to cancel campus housing is approved before the 5th class day, they will be charged for housing and meal services on a prorated basis until the student has completed an official check out and returned their key. If this occurs after the 5th day of class, the student receives a refund/credit of charges in accordance with the schedule published for refund of tuition and fees. The housing and food service contract deposit will be forfeited.
- 10. Students who are suspended from the University or who are directed to vacate campus housing due to a disciplinary matter must vacate the premises the day the suspension/eviction is effective. Students suspended/evicted will not receive any refund of fees paid or reduction of charges under the Housing and Food Service Contract. The deposit will be forfeited if the student is directed to vacate due to a disciplinary matter.
- 11. All occupants shall permit any authorized agent of the University to enter the room/apartment at all times for any purpose the University deems reasonable. Reasons for entry include, but are not limited to, for the purpose of maintenance, pest control, inspecting the facility, preventing waste of utilities, leaving notices, enforcing University rules and regulations, and ensuring the safety, welfare, and comfort of all students and the University.
- 12. Students may not bring furniture, equipment, and appliances into campus housing without special permission from the Office of Residential Living. Students may not alter or paint furnishings, fixtures, or any part of the unit. Students are responsible for any unauthorized alterations to their assigned area.
- 13. The University will not grant a refund or credit for housing or food services for any closure period resulting from a campus emergency, including weather, man-made emergencies, etc. The intent is for the University to provide students housing and food services necessary to complete the current enrollment semester/session. Adjustments to the University's calendar will be reflected in the housing and food services operations.
- 14. Students are responsible for cleaning and maintaining their housing unit. Students who do not properly maintain their housing unit will be billed for cleaning, repair, or replacement necessary to return the unit to its condition at the beginning of the current contract period. Students are responsible for reporting maintenance/repair problems in a timely manner. Damage to any unit which results from the student's failure to report the maintenance problem in a timely manner will be charged to that student's Banner account.
- 15. The standard contract does not include payment for room or meals during official University holidays, i.e. Thanksgiving, Mardi Gras, Easter, Spring Break, or days between semesters/sessions. Students who will need housing for breaks must select break housing in this application process. Please note that none of the dining options will be open during these breaks. Brady will remain open during breaks at constricted hours.
- 16. The applicant agrees to abide by the terms of this contract, housing and food service regulations, and the Code of Student Conduct, and Residential Living Handbook. Violations of any University policy may result in eviction from campus housing. Students suspended from the University or who are evicted from campus housing due to a disciplinary matter will NOT receive a refund or reduction in fees due/paid for housing and food service for the current semester. The \$200 housing deposit will be forfeited.
- 17. The University may terminate this contract if the applicant: (1) fails to pay housing or other charges when due; (2) fails to be enrolled in the University; and/or (3) fails to comply with the terms of this contract or with residential and/or University policies, procedures, rules, and/or regulations.
- 18. The University shall not be liable to the applicant, or any person claiming through the applicant, for any injury to the person or loss of or damage to property. The University shall not be liable for any damages or losses to person or property caused by other person(s), theft, burglary, assault, vandalism or other crimes, fire, flood, water leaks, rain, hail, ice, snow, smoke, explosions, interruptions of utilities, war, natural phenomena, or acts of God unless same is due to the proven negligence of the University. It is recommended that students obtain renter's insurance.
- 19. The University cannot be used as a storage facility. Any and all items left on University property after the termination of this contract may be handled, removed, and disposed of at the risk and expense of the applicant, and, the University shall in no event

be responsible for such property. Any items left after a semester's completion will be held for one (1) week and then disposed of. If a student is suffering from a hardship and cannot remove the items, an additional week may be approved by the Office of Residential Living. After this time, all items will be discarded.

20. The applicant assumes responsibility to become familiar with University rules, regulations, policies, and procedures, including but not limited to those in the Housing & Dervice contract, the Residential Living Handbook, the University handbook, the University Code of Student Conduct, the University Catalog, as well as other published rules, policies, and procedures of the University, and all city, parish, state, and federal laws. The applicant agrees that residents and their guests will comply with all rules, regulations, policies, and procedures of the University.

APPENDIX VI. - COVID-19 (Inactive Policies)

INACTIVE as of 2/23/2022 | COVID-19 Related Policies, Procedures, and Addendums

New Policies:

- Entry/Exit Control | Each resident is required to use their Colonel Card to enter (where applicable), and you
 may not hold or prop open doors for any other person. After entering a building, sanitize your hands at the
 nearest sanitizer station and follow signage and all physical distancing guidelines as directed for each defined
 area. Be mindful and be prepared to change your daily routine to adhere to the new campus experience.
- Students who reside in residence halls, family housing, and Brady Complex must comply with all orders set forth by Louisiana Department of Health, Governor of Louisiana's Office, the Center for Disease Control (CDC) government (national/state/local), the Office of the President, the Residential Living Handbook, and the Student Policy and Procedure Manual.
- Face Coverings/Masks | Students must wear face coverings while moving about the residence halls outside of their own personal room space. Residents violating the face-covering policy will be subject to disciplinary action.
- Common Area Amenities | At this time, all common area amenities (game lounge, TV lounge, community kitchen, Brady Complex Pool, etc.), will be closed to residents. As guidelines change, some areas may open up. This does not include the computer rooms or laundry room. Students should limit occupants to 2 inside these spaces and remain socially distant at a minimum of six feet.
- **No Guests, Visitors, or Overnight Guests** | In the interest of community health, residents are not permitted to have guests or visitors of any kind (this includes guests from the same building). The only exception to this guideline is that the visitor is a personal care attendant for students with disabilities.
- Please note, due to the fluidity of the <u>COVID-19 pandemic</u>, Residential Living reserves the right to reassign students as needed for health and safety reasons. If needed, Residential Living will inform students of the timeline and procedures with as much advance notice as possible.
- Maintenance Procedure Update | If a maintenance staff member is to enter an apartment/room to complete
 a maintenance work order, the assigned resident must wear a mask while the maintenance personnel is
 working in their space. The maintenance staff member will also be required to wear a face-covering while
 inside the resident's personal space.
- **Enhanced Cleaning Procedures in Shared Restrooms** | All residents who share a restroom must clean and sanitize their restroom/bathroom space (including toilet, tub, sinks, etc.), at least once per week.

New Procedures:

In addition to the new policies, you will see some new procedures on campus that are designed to keep you and your community safe. These include

Sign/Symptom Monitoring/Wellness Checks | Residence hall students will complete a daily wellness check before leaving the building. Wellness checks will begin at the front desk of each residence hall at 7:00 AM. The check will consist of a short questionnaire and a temperature check using a touchless thermometer (if available). Wellness checks may also be using technology associated with your mobile device and instructions will be forthcoming. Upon completing the wellness check, a University-approved daily health screen indicator will be issued to those who pass the health screen (sticker, bracelet, etc.).

- <u>Signs/Symptoms</u> | Reporting of symptoms is required (mandatory) When a person has the virus, they may have a fever (above 100.4° F or 38° C), cough, and difficulty breathing. Additional symptoms may include muscle pain, fatigue, chills, headache, cough,loss of taste/smell, sore throat, congestion or runny nose, and/or diarrhea. These symptoms overlap with several other common illnesses, including influenza. All <u>COVID-19</u> symptoms must be immediately reported to Health Services at (985) 493-2600.
- Quarantine | Residents who have come into close contact (within 6 ft. for 15 minutes or longer) with a COVID-19 positive individual must be quarantined, follow COVID-19 guidelines, and are asked to self-report their status to Health Services. Should symptoms develop they must immediately contact Health Services.
 - Once the COVID-19 test results are available, <u>Health Services</u> will determine if a resident is able
 to return to their regular housing assignment. If it is necessary to move into isolation,
 Residential Living will work with the resident to determine what they may need from their
 regular housing assignment.
- <u>Isolation</u> | Residents who are remaining in isolation due to COVID-19 symptoms and/or testing positive (based on the direction of a healthcare provider) may be assigned to a designated residential space. It is necessary that these residents remain in isolation for at least 10 days after the onset of the illness (no fever for more than 3 and symptoms are improving).
 - For proper containment in the event that a resident has COVID-19, residents in isolation are only permitted in their single room and in the bathroom. All food and other basic necessities will be delivered to their door.
 - Residents in isolation may not interact in person with other people in the hallway or common area, and may not leave their room until their isolation period is complete.
 - If a resident in isolation needs an item from their regular housing assignment, they should contact the RA on duty.
 - Guests are not allowed. A student in isolation who violates this expectation will face significant student conduct action which could include interim suspension from the residence halls.
 - If a resident is required to leave campus, they will be required to provide a medical clearance prior to being allowed to return.

While we understand that these policies and procedures may be challenging at times, they are necessary to keep our campus and your experience a safe and healthy one. Should you have any questions or concerns, please reach out to the Office of Residential Living via email at housing@nicholls.edu, or call us at 984-448-4479.