

## 2022-2023 Student Housing Contract (and Regulations)

The Student Housing Contract (and Regulations) is between the student and the Massachusetts College of Pharmacy and Health Sciences (MCPHS/University). **This contract is for the entire academic year, Fall 2022 and Spring 2023 semesters and (as applicable) Summer 2023.** This contract must be received prior to a student receiving their housing assignment. Students assigned to University-sponsored housing on other college campuses may be subject to additional restrictions, dependent upon that institution's residence hall guidelines. Students who violate the Student Code of Conduct or this contract shall be subject to appropriate University student disciplinary and/or administrative action, including possible removal from University housing, suspension and/or expulsion from the University. This Contract is subject to the terms of the Addendum to the 2022-2023 Student Housing Contract and if there is a conflict between the provisions of the Student Housing Contract and the Addendum, the provisions of this Addendum shall govern.

### **Fall 2022 and Spring 2023 (All Housing Contracts are only for the full academic year.)**

Note: Students may apply for summer housing in Spring 2023

*Housing Deadlines are as follows:*

*May 15, 2022 for Fall 2022 start; December 15, 2022 for Spring 2023 start*

**Students requesting disability/health-related accommodations must contact the Office of Student Access and Accommodations (OSAA) at 617.879.5925 to discuss requests and required documentation.**

**Web:** <https://www.mcphs.edu/academics/academic-support-and-resources/office-of-student-access-and-accommodations>

A Housing Accommodation form is required along with the necessary documentation from the student's medical provider(s). Individual requests will be reviewed on a case-by-case basis.

## **2022 – 2023 Residence Hall Contract Terms and Conditions**

**1) Eligibility:** In order to live in University-sponsored housing, an individual must be a full-time, in-person, matriculated degree student, maintaining a minimum of 12 credits. A student who withdraws from the University, takes a leave of absence, is academically dismissed or dismissed for disciplinary reasons must vacate housing within seventy-two (72) hours of withdrawal or dismissal, unless otherwise directed by a University official.

**2) Term of Agreement:** This contract shall be for the full academic year (Fall & Spring semesters and/or Summer, if applicable), or as otherwise designated above, excluding any University vacation periods. Residence hall services, including access to the assigned room, begin on the designated move-in day and end within twenty-four (24) hours after a student's last final exam, but no later than 12:00 p.m. on the day following the last final exam, or upon cancellation of this contract. Any student enrolled at the University who has signed a residence hall contract will be held financially liable for their residence hall assignment for the entire term indicated on this contract. Exceptions to remain in the residence halls during holiday periods (Thanksgiving break, Winter break, Spring break) will be reviewed on a case-by-case basis. Additional charges may apply for break periods.

**3) Housing Contract:** In order to be considered for reservation of space, a student must submit this housing contract to the Office of Residence Life. Receipt of a student's signed contract and non-refundable housing deposit (\$300 new students; \$500 returning students) will reserve the student's space in University housing. This contract will not become effective until the University receives this completed signed contract. The deposit is used to reserve occupancy and will be credited to the student's account.

**4) Financial Provisions:** The MCPHS University Board of Trustees establishes all room rental charges each year. All room rental charges will be determined prior to the beginning of the rental terms and must be paid by the specified billing date.

*Non-Payment:* Upon non-payment of fees, fines, or any charges herein provided, the University may refuse to: register the student for the next semester, issue grade reports or transcripts, allow the student to graduate, or grant housing.

*Cancellation:* After May 15, 2022 (Fall 2022 start) or December 15, 2022 (Spring 2023 start), a student may cancel the Housing Contract prior to occupancy, subject to the payment of a cancellation fee of \$500.00. Once occupancy commences, the student may not terminate this contract. Any student enrolled at the University who has signed a residence hall contract will be held financially liable for their residence hall assignment for the entire term indicated on the contract. Financial penalties may apply for early or late departure.

*Refund Policy:* No refund of the housing charges will be given to a student for any reason once occupancy commences. Students who vacate their room without written approval, are released due to disciplinary sanctions, or have not settled other outstanding debts owed to the University are not eligible for any refunds.

**This agreement and the deposit are non-transferable and non-refundable.** The student who signs this contract is responsible for the full room charges for the entire term of the contract. **IMPORTANT:** Occupancy is contingent upon full payment of all University fees in accordance with established deadlines. Failure to meet these deadlines will result in the loss of housing assignment.

**5) Housing Assignment:** This contract provides resident students with a space in University-sponsored housing only; it does not guarantee a specific building, room, number of roommates, or choice of roommate(s). Whenever possible, housing assignments are made with consideration of the preferences selected on the Housing Questionnaire- Profile form. The University retains the right to make any changes in room assignments as necessary to maintain fiscal solvency, prescribed occupancy levels, or appropriate educational environment, including but not limited to requiring students to move from one room to another, consolidating vacancies, evicting students who violate residence hall policies, and assigning more occupants to a room. Requests for changes to housing assignments will not be considered until the room change period begins two weeks after each semester begins. The University makes no guarantee that a room change can or will be provided. Unauthorized room changes may result in a \$150 fine and/or disciplinary action.

**6) Dining & Meal Plans:** Residence hall students are required to have a meal plan and are automatically billed according to their housing assignment. Mandatory meal plans are pre-determined, and specific to each student's living area. Dining hall meal services begin on the official opening day and end on the last day of final examinations. Meal services will not be provided during University vacation periods. Meal plans vary depending on the residence hall assignment. Meal plans are not required for students residing in housing during the summer semester(s).

**7) Check In/Out:** These procedures include completing all appropriate paperwork (including the Room Inventory & Condition Form) and the picking up or returning of keys. Students MAY NOT check in earlier than the designated check-in date for the fall, spring, or summer semesters. Students must check out by designated check-out time for end of semester/academic year. Students who take a leave of absence, withdraw or are administratively withdrawn from the University must vacate their residence hall space within seventy-two (72) hours of change in status. Early or late check-in, or late check-out, may result in financial penalties.

Students checking out must turn in all keys/fobs/ID to appropriate drop off location and remove all personal items and rubbish from their rooms, and leave their rooms clean. Students will be billed for excess cleaning, removal of personal property, and loss of or damage to University property. Failure to follow these procedures may result in a \$75 Improper Check Out fee and/or disciplinary action. Exceptions to early or late check-out will be reviewed on a case-by-case basis.

**8) University Breaks:** Resident students are not allowed to remain in their residence hall space during Thanksgiving, Winter, Spring and Summer (if applicable) breaks. Students may request to remain on campus during breaks due to extenuating circumstances including primary residence distance from campus. Students MUST request to remain on campus by the designated date. Students who remain on campus during breaks without approval will be subject to a \$75 fine and/or disciplinary action.

**9) Key/ID Security:** Students are responsible for being in possession of their key(s) and/or FOB and ID at all times. All necessary key(s) and/or FOB and student ID will be issued to the student and recorded at the beginning of the occupancy period. Keys and ID may not be transferred, duplicated or given to other individuals. Lost keys or ID must be reported immediately to Residence Life staff. When a key is lost, the lock may be changed and new keys issued. The student who lost the key will be billed for the cost of all changes made. Keys reported to be temporarily mislaid, keys not returned at the end of the occupancy period, or unauthorized duplicate keys turned in at the end of occupancy will result in new lock(s) and key(s) being created and replacement costs being charged to the student. Students are also responsible for the cost to replace a lost ID and should report lost IDs to the Help Desk. Repeated failure to carry residence hall keys may result in fines and/or disciplinary action. Students are expected to keep their room/apartment door(s) locked at all times.

**10) Entry/Inspection:** The University reserves the right to inspect rooms/apartments and regulate the use of the premises according to University policies. A student's room/apartment may be entered without advance notice or consent by authorized University personnel, or authorized agents of the University, whenever there is reasonable cause concerning the health, safety, and/or welfare of the individual students and/or the residence hall community at large. The University reserves the right to enter rooms/apartments for making routine repairs, to inspect spaces and clean in preparation for new residents, and in emergency and/or policy violation situations.

**11) Alcohol and Other Drugs:** All students are required to abide by Massachusetts State law, city ordinances, and University policies regarding alcohol. Illegal drugs, substances, and paraphernalia are prohibited on University property including in MCPHS housing facilities. Any violation identified will result in confiscation and disciplinary action. For details on the University's alcohol and other drug policy, and response to violations, please refer to the Student Handbook. Note: Requests for possession and/or consumption of alcohol by students of legal age who live in the Emmanuel Residence Hall must be approved by the Office of Residence Life. Alcohol is prohibited in any other area of the campus.

See the full Drug and Alcohol policies in the student handbook:

<https://my.mcphs.edu/en/departments/student-affairs/student-handbook>

**12) Behavior(s):** Resident students are prohibited from engaging in any of the following behaviors: conduct in or about any residence halls that poses a threat to the health or safety of themselves, others, or property; behavior that interferes with the rights or well-being of others; or personal actions that violate any provision of this contract, or any rule, regulation, or policy of the University or any applicable law. These expectations are reflected in the Student Code of Conduct located in the MCPHS University Student Handbook.

**13) Care of Premises:** Students are required to maintain the facilities in a clean and orderly condition and shall not obstruct any of the walkways, hallways, or surrounding premises, and shall not place any signs (including neon signs) or advertising matter in the windows, on the exterior portion of doors, or elsewhere in or on the residence hall or surrounding premises. Partitions or other alterations to the facilities may not be made without written approval of the Office of Residence Life. Nails, screws, and adhesives which may cause damage may not be used. Objects may not be dropped, thrown, or hung from windows. Entering or exiting from windows, sitting on windowsills, or leaning out of windows is prohibited. Students may not use rooftops for any reason without specific written authorization from the Office of Residence Life or a direct order by the Fire Department.

**14) Room Cleanliness:** Students are expected to keep their rooms clean and orderly at all times. If the room falls below acceptable health/safety standards, the student will be required to take corrective action within twenty-four (24) hours from the time of notice. If the student(s) fails to comply, the cost for corrective action will be charged to the student(s) and/or disciplinary action may be taken.

**15) Damage:** Damage, theft, or acts of vandalism to University property are strictly forbidden. Violators will be subject to disciplinary action. The student is responsible for damage beyond normal wear and tear to the student's room/apartment/hall and for any other damage caused by the student. Any damages found during or upon termination of occupancy will be billed directly to student after the student departs from the residence halls. Residents who incur damages will be required to pay the damages within twenty-one (21) days of receipt of bill. If damage cannot be attributed to any one individual, charges will be assessed equally among all room occupants. If there is damage to common areas of any residence hall and the University cannot identify the individual(s) responsible, the University may require several or all the hall residents to pay a prorated charge covering the cost of common area repair/replacement. The University reserves the right to terminate this contract with any student(s) associated with excessive residence hall damage.

**16) Fire Safety:** All persons are expected to observe fire safety policies and procedures. Fire extinguishers, smoke detectors, alarm systems, carbon monoxide detectors, and fire escapes are not to be tampered with by any student. If a fire alarm sounds, ALL occupants must exit the facility at the nearest emergency exit. During a fire alarm/drill students must exit the building in a timely fashion (within approximately 3 minutes) or be subject to disciplinary action. A fine up to the cost of a failed fire drill and/or removal from housing. Students will be held responsible for alarms resulting from smoke or fire as they prepare food in kitchen areas. Participating in any act which results in a false fire alarm, setting fires, or tampering with fire safety equipment may result in suspension or expulsion from the University.

**17) Prohibited Items:** The following items are prohibited: water beds, lofted beds (other than standard bed risers), refrigerators that exceed size limits of each residence hall, microwave ovens greater than 1,000 watts, television/radio antennae placed outside the room/exterior of the building or adjacent grounds, firearms,

switch blades, pepper spray/mace, knives (except over the counter silverware with blades not exceeding four inches in length and designed and used for eating and food preparation purposes), or other weapons of any nature or description as outlined in the Massachusetts General Laws, Chapter 269, Section 10 (e.g., fireworks, explosives, bows, arrows, slingshots, air-guns, martial arts devices, etc.), hazardous chemicals, gasoline, candles (with or without a wick), incense, illegal drugs, drug paraphernalia, hookahs, bongos or other smoking devices, alcoholic beverages, alcohol containers/bottles/cans, alcohol paraphernalia, automobiles, or vehicles of any kind (or parts, repair tools, accessories for any vehicle), hoverboards and similar devices containing lithium ion batteries, air conditioners, space heaters, dart boards, halogen lamps, sun lamps, black lights, weight lifting equipment, live holiday decorations (including string lights), hot plates, portable stovetops/burners, gas or charcoal grills or any appliance that uses an open coil or flame, freezers (except those that are part of permitted refrigerators), and inflatable pools. The University reserves the right to determine that an item not mentioned above is prohibited, and to remove or confiscate all prohibited items. The University claims no responsibility for confiscated items.

Students assigned to university-sponsored housing on other college campuses may be subject to additional restrictions, dependent upon that institution's residence hall guidelines. Approved appliances must be UL approved. Only power strips equipped with circuit breakers, surge suppression, and a construction grade cord with a grounded third prong may be used in a resident's room.

**18) Non-liability for Student Property:** The University shall not be held liable for any damage to, destruction of or loss/theft of any property belonging to, or in the custody of, the student from any cause whatsoever, nor for the failure or interruption of utilities or appliances. Each resident student is advised to carry property insurance.

**19) Abandonment:** Students are responsible for removing all personal possessions when they vacate their rooms, apartments, or suites. Any possessions left in campus housing facilities after the voluntary or involuntary termination of the Residence Hall Contract will be considered abandoned, will be discarded by the University, and the student may be billed an additional charge for removal. Students may also face disciplinary action which could include loss of housing privileges. Personal items must be removed by designated check-out dates or within seventy-two (72) hours of a student's finalization of a leave of absence, withdrawal, or administrative withdrawal.

**20) Storage:** Storage space for surplus or seasonally-used personal property is not provided. Items may not be stored in common lounges, custodial closets, passageways, or on the roofs or grounds of the residence halls. As long as students plan to return to their assigned housing they may leave their belongings in their room over the Thanksgiving, Winter, and Spring Breaks. Storage is not provided during the summer months.

**21) Guests:** A Guest is defined as anyone who enters a space in which they are not assigned. Students are held responsible for the conduct of their guests (including non-resident MCPHS students) and are responsible for informing them about residence hall policies. Guests who fail to abide by these policies may be asked to leave the residence halls at any time and may be held accountable for their actions; hosts will be held accountable through the Student Code of Conduct, and may lose their visitation privileges.

Guests are not allowed during the first two weeks of classes at the beginning of the fall semester and during any university breaks: Thanksgiving, Winter, Spring breaks.

Guests visiting the residence halls must produce proper ID and be signed in at the front desk by their host (a resident student). The host must escort guests at all times. Guests under the age of 16 are not permitted to stay overnight in the residence halls. Residents must contact the Office of Residence Life to discuss overnight visitation of any guests under the age of 18 at least two days prior to the scheduled visit.

Students are not permitted to have more than two guests signed in at one time; and the University reserves the right to limit the number of residential guests at any time without notice. Students are not permitted to have more than two overnight guests (either signed in to the building and/or in the room between the hours 1 a.m. and 7 a.m.) within a ten-day period. No residential guest may stay overnight in University housing for more than five (5) nights per calendar month, whether with the same host or different hosts.

**22) Furniture:** Furniture supplied by the University must remain in its designated location (e.g., room, lounge, kitchenette, etc.). Students may rearrange furniture within their rooms, but may not disassemble it, exchange it with other students, or move it to another location outside of the room. Furniture not provided by the University (e.g., futons, sofas, papasan chairs, bean bags, etc.) is prohibited from the residence halls. Upon check-out, residents are held accountable for any damage or replacement costs.

**23) Noise:** Quiet hours are established to promote an atmosphere conducive to studying and sleeping. Quiet hours are designated as follows: 10:00pm to 7:00am, Sunday to Thursday and from 11:59 pm to 12:00 pm on Friday and Saturday. During this time, students are expected to: a) ensure that noise cannot be heard beyond the confines of their room, (b) keep doors closed when entertaining guests and (c) remain quiet in common areas of the building. Noise and/or music are not to be heard outside windows or in the hallway at any time, night or day. While there are standard quiet hour guidelines, courtesy hours are in effect twenty-four (24) hours a day and require that all sound be kept to a reasonable level without disturbance to other members of the community. As a first step, residence hall students are expected to communicate with their neighbors/roommates if noise is too loud. Additionally, quiet hours are recognized on a 24-hour basis during final exam periods.

**24) Pets:** For health and safety reasons, pets are not permitted in the residence halls. Fish (except piranha) are permitted in containers with a maximum volume equal to or less than 10 gallons (fish may not be allowed on shared campuses)

**25) Smoking:** Students and guests are subject to University policies and Massachusetts State laws regarding smoking. This includes cigarettes, electronic cigarettes, cigars, pipes and chewing tobacco which is prohibited in all areas of the University and residence halls.

**26) Solicitation:** Commercial activity, solicitations or advertisements (written signs or e-mail messages) are not permitted in the residence halls unless permission has been granted by the Office of Residence Life. Students are prohibited from operating any business or commercial venture out of their residence hall rooms.

**27) Sports:** Playing sports in the residence halls is prohibited. This includes, but is not limited to, wrestling, basketball, baseball, soccer, football, hockey, golf, skating, running, rollerblading, Frisbee, or catch. All athletic activities are to be confined to areas that are designated for that purpose outside of the residence halls.

**28) Prohibiting on Letting for Value, Etc.:** Students are prohibited from letting for value, or otherwise contracting, subletting, or transferring, any student housing, including, without limitation, any bed, bedroom, or other living accommodation or sleeping arrangement.

**29) University Policies:** The student is required to read and adhere to the policies, rules, and guidelines outlined in the Student Handbook, including the Student Code of Conduct, and Residence Life publications. Failure to adhere to these policies could result in the student's loss of residence.

**Student Handbook:** <https://my.mcphs.edu/en/departments/student-affairs/student-handbook>

## Addendum to 2022-2023 Student Housing Contract

In light of the ongoing COVID-19 pandemic, the University has adopted additional requirements for students in University housing, which are set forth in the following Addendum, and are applicable to all residential students. All students who wish to live in University housing must indicate their agreement to the terms set forth in the Addendum by clicking the appropriate box at the end of the Addendum. Please read carefully.

### COVID-19 and Public Health

If there is a conflict between the provisions of the Student Housing Contract and this Addendum, the provisions of this Addendum shall govern.

**Follow Current COVID-19 Protocol:** Students are required to follow all COVID-19 policies in place at the time of their occupancy. These policies are subject to change and should be regularly reviewed by residents. All COVID-19 information and policies can be found here: <https://www.mcphs.edu/covid>

**Possible Regulations:** While the University reserves the right to add/change regulations, there may be regulations in place around mask-wearing, physical distancing, guests, gatherings, in-person events/programs, testing and health and quarantine and isolation. The University will evaluate policies regularly and base them on current Public Health guidance.

**1) Guests:** A Guest is defined as anyone who enters a space or building in which they are not assigned. **MCPHS does differentiate between guests that are members of the MCPHS community and outside guests.** There may be different regulations for outside guests and community members. Anyone visiting the residence halls must be prepared to show proof of vaccination and booster status.

**2) Testing and Health:** Students must adhere to all University policies with respect to testing and contact tracing. Students must complete all daily health surveys, as required. A Student with any COVID-19 symptoms (such as fever, cough, or shortness of breath) or who is feeling unwell should report symptoms immediately to the Office of Student Affairs and/or Health Services and remain in their room, apartment or suite pending instruction from the Office of Student Affairs and/or Health Services.

**3) Quarantine and Isolation:** At any time, the University may request or require a Student to leave their assigned space in University housing or to leave University housing entirely when the University determines, in its sole discretion, that the Student's continued presence in the housing community poses a health or safety risk for community members.

- Students may be required to quarantine within their residence hall room if the University deems it appropriate to do so, or otherwise will be required to move to a separate space in University housing on either the Boston or Worcester campuses depending on availability of quarantine and isolation space.
- If another Student who is a resident of a Student's apartment or suite is required to quarantine or isolate, all the other residents of the apartment or suite may be required to quarantine.
- Residential students who fail to comply with requests from MCPHS to leave their assigned residence hall space due to COVID or other public health emergency will be deemed to be in violation of their Student Housing Contract and may be subject an emergency removal from their assigned space.

- Removal from University housing to isolate or quarantine does not constitute a termination of a Student's housing contract.

**4) Termination:** The University shall have the right, upon reasonable notice to Students, to terminate student housing contracts for reasons of public health, including for reasons related to the COVID-19 pandemic, in which case the University will offer fair and reasonable reimbursements of housing fees for impacted Students as the University deems appropriate.

#### **Student Verification**

The contract shall be for the entire academic year: Fall 2022, Spring 2023, with option to include the Summer 2023 semesters. The student agrees to make payment for these accommodations to the University in accordance with the published payment schedule. Occupancy is contingent upon full payment to the University. Failure to meet deadlines will result in the cancellation of this contract and the loss of your housing assignment.

I do hereby acknowledge that I have read and understand the Residence Hall Contract and its terms and conditions. Furthermore, I agree to abide by the terms of this contract, the University Student Handbook/Student Code of Conduct, as well as all other applicable University policies, federal law, and laws of the Commonwealth of Massachusetts.