

## 2021-2022 Student Housing Contract (and Regulations)

The Student Housing Contract (and Regulations) is between the student and MCPHS University. **This contract is for the entire academic year, Fall 2021 and Spring 2022 semesters and (as applicable) Summer 2022.** 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 MCPHS student disciplinary and/or administrative action, including possible removal from MCPHS housing, suspension and/or expulsion from the University. This Contract is subject to the terms of the Addendum to the 2021-2022 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 2021 and Spring 2022 (All Housing Contracts are only for the full academic year.)**

Note: Students may apply for summer housing in Spring 2022

*Housing Deadlines are as follows:*

*May 15, 2021 for Fall 2021 start; December 15, 2021 for Spring 2022 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.

### **2021 – 2022 Residence Hall Contract Terms and Conditions**

**1) Eligibility:** In order to live in University-sponsored housing, an individual must be a full-time 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 24 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 2022, 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 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 Residential Living and Learning. Receipt of a student's signed contract and \$300 non-refundable housing deposit will reserve the student's space in MCPHS

housing. This contract will not become effective until MCPHS receives this completed signed contract. The \$300 fee 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, 2021 (Fall 2021 start) or December 15, 2021 (Spring 2022 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 MCPHS 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 MCPHS 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 fine 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. Early or

late check-in, or late check-out, may result in financial penalties. Students checking out must 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 disciplinary action. Exceptions to early or late check-out will be reviewed on a case-by-case basis.

**8) 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 Residential Living and Learning 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.

**9) 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.

**10) Alcohol and Other Drugs:** All students are required to abide by Massachusetts State law, city ordinances, and MCPHS policies regarding alcohol. Illegal drugs, substances, and paraphernalia are prohibited on MCPHS property including in MCPHS housing facilities. Any violation identified will result in confiscation and disciplinary action. For details on MCPHS'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 Residential Living and Learning. 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>

**11) 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.

**12) 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 Residential

Living and Learning. 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 Residential Living and Learning or a direct order by the Fire Department.

**13) 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 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.

**14) Damage:** Damage, theft, or acts of vandalism to MCPHS 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.

**15) 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. 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.

**16) 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 any and 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.

**17) 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.

**18) 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.

**19) 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.

**20) 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, and guests must wear their guest-pass/ID. Guests under the age of 16 are not permitted to stay overnight in the residence halls. Residents must contact the Office of Residential Living and Learning 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 MCPHS University housing for more than five (5) nights per calendar month, whether with the same host or different hosts.

**21) 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.

**22) 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 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.

**23) 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)

**24) 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.

**25) 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 Residential Living and Learning. Students are prohibited from operating any business or commercial venture out of their residence hall rooms.

**26) 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.

**27) 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.

**28) 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 Residential Living and Learning 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 2021-2022 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.**

Your MCPHS ID number is available on the [MCPHS Portal](#). Please use your acceptance letter to complete applicable fields and verify the accuracy of the information.

### **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.

**1) Face Coverings:** Students are required to wear face coverings (masks) when outside of their immediate room, suite, or apartment and when entering any common areas of the residence hall or anywhere they are unable to practice appropriate physical distancing (i.e., maintaining six feet of space from others). Masks may be removed in common bathroom spaces in Fennell Hall.

**2) Physical Distancing:** When in common areas of residence halls, students should limit close personal contact and maintain a minimum physical distance from others of six feet. Students should pay particular attention to physical distancing in small spaces such as elevators, lounges, laundry rooms, restrooms, etc. Capacity Limitations will be posted for residence hall common areas.

**3) Guests:** A Guest is defined as anyone who enters a space or building in which they are not assigned.

- **All Guest privileges are suspended until further notice.** No Guests will be permitted to enter the residence halls.
- Students may not enter a residence hall in which they are not assigned.

**4) Gatherings:** There are to be no gatherings within residence hall bedrooms. Only the resident(s) of a room, suite or apartment may be present in the room, suite or apartment at any time.

- Gatherings within common areas of residence halls must adhere to both the Face Coverings and Physical Distancing requirements set forth above.
- Gatherings in common areas must be limited to the maximum number of persons permitted under the current Massachusetts guidelines

**5) In Person Events/Programs:** Maximum capacity of in person gatherings will be dictated by the Massachusetts State guidelines.

- All attendees at in-person events must wear masks or face coverings and maintain physical distancing (at least 6 feet) at all times
- Sign-up in advance is required for in-person events to ensure capacity limits
- Students who are feeling unwell should not attend any in-person event.
- No outside guests may attend in-person events.
- Any food served at in-person programs must be pre-packaged for each attendee. There must be no sharing of food or utensils. No buffet style or self-serve will be permitted.

**6) 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.

**7) 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.
- If another Student who is a resident of a Student's apartment or suite is required to quarantine or isolate, all of 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.

**8) 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.