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Our staff is pleased to welcome you (and your family) to the residence life system at Missouri State University. We consider the University Apartment living environment to be a special one, and we invite you to participate fully in the programs and services available to you.

As a member of the University Apartment community, you may have a number of questions related to your apartment. The Guide to University Apartment Living is a summary of the services, policies, and programs that relate to on-campus housing at Missouri State University. This guide has been created for your reference; it is designed to let you know what you can expect from us and what we will expect from you as a student living on campus. Please familiarize yourself with the policies included here.

Please note that the terms “residence hall(s)” or “residence life” include all University Apartments. Should you need more information, please do not hesitate to contact any member of our staff. The information given in this guide is incorporated into your Lease Agreement.

We will do everything possible to offer you a positive and exciting University Apartment experience.

The Department of Residence Life and Services
COMMUNITY COMMITMENTS

The University strives to provide an atmosphere where students can learn and effectively pursue their academic and personal goals. In addition, the Residence Life staff is committed to creating a community where ideas are freely discussed, topics of concern are explored, individuals develop new skills, and a sense of community is fostered among all students. Over the years, students and staff have developed several community commitments, encouraging members to share in the creation of a safe and peaceful environment where people and property are respected and an awareness of global and local issues and concerns is promoted. We hope you will join your fellow residents in developing a community dedicated to the following goals.

Valuing Diversity
Missouri State University is a community of people with respect for diversity. The University Apartment community accommodates both American and International students with an array of differing backgrounds. The opportunity to make friends with people of different backgrounds and gain a better understanding of the world can be one of the advantages of a diverse community. In the spirit of educational diversity, residents are encouraged to accept and appreciate people regardless of race, gender, age, ethnicity, disability, sexual orientation, socioeconomic status, or religious affiliation. Each person has worth and should be treated with dignity and respect. Missouri State University and the Department of Residence Life and Services practice equal opportunity and will not condone discrimination, as stated in the University’s nondiscrimination statement (found on page 56).

Residence Life Staff
The University Apartments staff, consisting of both students and full-time professionals, is there to assist you in every aspect of University Apartment living. Please feel free to ask us anything.

Department of Residence Life and Services
The Department of Residence Life and Services is located in Hammons House Room 104 and is open from 8:00 a.m. to 5:00 p.m. Monday through Friday. (The office will be closed on University holidays.) The Department of Residence Life and Services encompasses Business Services (lease agreements, billing, general questions), Education and Development (programming, staff training), and Facilities and Operations (maintenance, custodial).

Apartment Staff
Residence Hall Directors and Assistant Hall Directors manage the daily operation of the residence halls, including the University Apartments. Their offices are located near the reception desk. Resident Assistants (known as RAs) are undergraduate students who are hired by the Department of Residence Life and Services to assist the hall staff with administrative duties, programming events, and providing assistance to apartment residents. Some apartment facilities have RAs assigned in certain areas, and they usually know the answers to questions you may have.

Dogwood Apartments: Report any problems or concerns to the Resident Assistant of Dogwood Apartments.

Sunvilla Apartments: Report any problems or concerns to the Resident Assistants located in Sunvilla Tower on the 17th and 19th Floors, or the Hall Director/Assistant Hall Director of Sunvilla Tower.

Kentwood South Apartments: Report any problems or concerns to the Hall Director/Assistant Hall Director of Kentwood Hall. When Kentwood Hall is closed (due to Winter Break, Spring Break, and
summer school), the residents of Kentwood South Apartments should report any concerns to the Hall Director of Sunvilla Tower.

**Reception Desk Staff**
Receptionists and night hosts maintain 24-hour reception desk service in the residence halls. During weekday office hours, each reception desk is staffed with a full-time receptionist who works closely with the residence hall staff in keeping the office, mailroom, and reception area running smoothly. Night hosts are on duty during the overnight hours throughout the week. They maintain the operation of the reception desk and monitor the lobby during these hours.

During the remaining weeknight and weekend hours, student receptionists work the front desk, answer the phone, check out equipment, and answer questions.

**Custodial and Maintenance Staff**
Custodians and mechanics are essential staff members providing daily service to our residents, including 24-hour coverage for emergencies.

**Involvement and Leadership Opportunities**
Many students choose to become involved in various leadership roles within the residence life system. Residence hall leadership positions provide a tremendous opportunity for you to get involved and effect positive change on your living environment.

**Residence Hall Association**
The Residence Hall Association, or RHA, serves as the student voice in the residence life system and discusses proposed legislation, uses of activity fees, program development, hall improvements, educational opportunities, and entertainment events. The RHA General Assembly meets weekly Mondays at 4:00 p.m. throughout the academic year in Plaster Student Union. For more information, please call (417) 836-6880 or visit [http://rha.missouristate.edu](http://rha.missouristate.edu).

**Hall Councils (Apartment Community Council)**
In addition to RHA general assembly, there is another level of residence life leadership and programming in which you may participate. Hall councils are responsible for developing and implementing activities and hall improvements designed to enhance life for the students of individual halls. Since non-traditional living is different from the traditional residence halls, the Apartment Community Council has been created to assist in addressing issues pertinent to students residing in our non-traditional housing. If you are interested in becoming involved in the Apartment Community Council, please contact your Assistant Hall Director.

**Peer Student Conduct Board Opportunities**
Peer student conduct boards provide students with the opportunity to become actively involved in the disciplinary process of the University. The student conduct board conducts hearings that deal with violations of residence hall policies and University rules and regulations by students residing on campus.

**Activity Fees**
Included in the Lease Agreement rates is a Residence Hall Association activity fee of $24.00. This activity fee designates you as a member of RHA and your individual apartment facility. This entitles you to use all RHA and University Apartment programs and services, such as:

- games, vacuums, and other equipment available at reception desks
- dances
- movie nights
- intramural sports
newsletters
parties
picnics
special holiday events
recreational events
leadership conference opportunities
educational and skill-building workshops
and much more!

Confidentiality of Records
In accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA), which is a federal law, access to student records maintained by the Department of Residence Life and Services is limited to other persons within the University who have a legitimate or educational interest; officials of other institutions where students seek enrollment; information requested by federal, state or educational authorities; information needed in connection with the receipt of financial aid; information released by accrediting organizations to appropriate parties in health and safety emergencies; or as otherwise authorized by FERPA. Missouri State University does make available to the public unedited Incident Reports, including personally identifiable information, regarding investigations of suspected criminal conduct which violates federal law, Missouri statutes, or Springfield city ordinances. These records are available from the Department of Safety and Transportation, 636 East Elm, under the Security Records/Access/Release Guidelines available in the Office of Custodian of Records, Carrington 209. In accordance with the Missouri Sunshine Law, the name and address of a victim of criminal activity will not be released where an identifiable assailant is still at large.

Violations of University, Residence Life and University Apartment policy that do not involve criminal activity and other information gathered within the context of community development and student service functions are currently addressed under FERPA. Therefore, other individuals and agencies outside the University shall not have access to nor will the Department of Residence Life and Services disclose any information, other than directory information or criminal incident reports, without the written consent of the student.

Residence Life staff have access to grades and other academic information throughout the academic year.
COMMUNITY STANDARDS

Students living in University Apartments accept the responsibility of being a member of a community and a diverse group of people. To help ensure that students can exercise their rights as individuals while at the same time ensuring that the rights of those around them are upheld, basic policies have been established to facilitate mutual respect and consideration.

Any statements referring to the terms “residence hall(s),” “residence life,” or “residence hall room(s)” fully apply to and include all University Apartments and their residents. Residence Life policies and regulations apply to all University housing.

Apartment Decorations and Modifications

Decorations

- Use of nails, screws, double-stick tape or duct tape on or in the walls, ceilings, furniture, or fixtures is prohibited. Only masking tape or white poster putty is to be used to hang posters and other decorations. We recommend 3M Poster Strips with Command Adhesive, available at the Bookstore.
- All furniture must stay in the assigned apartment, but students may bring additional furniture as space permits.
- Missouri law prohibits the removal of traffic and/or street signs. In the absence of a verifiable bill of sale, traffic, street signs, and parking gate arms are not permitted in the apartment.
- Pictures and other materials that may be considered objectionable or non-aesthetic are not to be displayed in areas that may be visible outside a University Apartment (including viewed from outside the room through windows or doors).
- Alcoholic beverage signs are not allowed as window displays.
- Fire alarm pull stations, fire extinguisher cabinets, smoke detectors, and exit signs must not be covered and exits must not be blocked.
- Decorations, unless nonflammable, cannot be used to cover entire hallway areas, walls, ceilings, or doors due to the fire hazard presented by these decorations. All decorations must have a one-foot fire break for every three feet.
- Holiday trees and other greenery must be artificial.
- Holiday lights must be UL-approved and low wattage.
- Safes are permitted but cannot be affixed permanently to walls, furniture, etc.

Modifications

As a safety precaution, the following guidelines for apartment modifications must be followed:

- No University-owned furniture or equipment may be removed from the apartment or placed on balconies/patios.
- All modifications must be free-standing (not fastened to walls or ceilings or resting on University furnishings). This includes satellite dishes.
- The modification must not restrict exiting from any portion of the apartment or be a safety hazard to persons walking around the apartment.
- The modification must not include any materials or designs of a hazardous or flammable nature, including suspended flammable fabrics, carpeting applied anywhere except as a floor covering and flammable plastics such as Styrofoam.
- Modifications must not block the heating or cooling system or require the removal or remodeling of electrical fixtures or outlets.
• Modifications must not block a doorway. The door must be able to open perpendicular to the door opening.
• Residents must be prepared to respond to concerns of staff about the hazardous nature of decorative materials and must remove materials judged by Residence Life staff to be particularly hazardous.
• The University is not responsible for injury resulting from the modification of an apartment.
• No lofts, risers, or concrete/cinder blocks are permitted. No furniture may be raised off the floor.
• Bunked beds must be at least three feet out from all windows.
• Bed rails and ladders for use with bunked beds are only provided upon request for family housing residents with children utilizing bunked beds. Adult residents are not provided bed rails with bunked beds. Adult residents are encouraged to provide their own bed rails if they have a concern about falling out of bed. The University will not be held liable for injuries resulting from any person falling out of beds (bunked or unbunked), including the use of University-provided bed rail equipment.
• Bunked beds must be bunked in pairs only, not in conjunction with three or more beds.
• Beds must remain in their standard configuration (e.g., headboard, footboard, etc.); University-provided under-bed storage must remain under the bed.
• Desk carrels/shelves must remain attached to desks.

**Apartment Safety and Health Requirements**

In order to ensure a safe and healthy environment for all residents, we expect all apartments to be kept neat and in reasonable order. The following are safety and health requirements all residents are expected to follow:

- Electrical outlets are not to be overloaded (we highly encourage the use of surge protectors)
- Extension cords are not to be under rugs
- Objects should not hang from ceilings
- No illegal weaponry in apartment
- No alcohol or drugs in apartment
- No flammable liquids in apartment
- No excessive quantity of trash in or around apartment
- No candles, candle warmers, or incense in apartment
- Safe wall decorations
- Proper use of throw rugs
- Proper furniture placement
- Drapes provided in the apartment are not to be removed

At any point, we expect your apartment to meet the following guidelines:

- Trash removed and deposited in proper outdoor receptacles
- Floors, counters, and sinks kept clean (floors swept, dirty dishes washed, food put away, bathtub, shower, and toilets routinely cleaned)
- Clutter kept organized to permit departmental maintenance, pestilent control, or other staff necessary to maintain the apartment
- Safety precautions from above observed

The health, safety, and welfare of the entire apartment community are dependent upon all individual residents to live in accordance with these guidelines.
Apartment Entry
The Department of Residence Life and Services respects the student’s right to privacy within the community and will strive to protect and guarantee this privacy. This policy is designed to ensure only legal and appropriate entry into a student’s apartment by specifically authorized staff members and to define the conditions under which authorized personnel may enter a student’s apartment. Apartments may be entered under the following conditions:

- To provide apartment maintenance inspections or repair service
- To conduct periodic health and safety inspections
- When there is reasonable cause to believe that University regulations or laws are being violated
- When there is reasonable cause to believe an emergency situation has arisen that requires that the apartment be entered
- When a student permanently vacates the apartment

Illegal materials/items in plain view may be removed if they are noticed in the course of apartment maintenance or routine inspections, or in response to a violation of University or departmental policy. The resident will receive written notification of this action if confiscation of property is required when the resident is absent. Authorized Department of Residence Life and Services staff members who may enter a student’s apartment are administrative staff members, Hall Directors, Assistant Hall Directors, Resident Assistants, and maintenance and custodial personnel.

Child Supervision
It is the responsibility of all parents/guardians to provide adequate supervision of their children at all times. Parents/Guardians are responsible for the behavior of their children and the consequences of their behavior. Neighbors concerned about children’s behavior should first contact the child’s parents/guardians. The University and the Department of Residence Life and Services will intervene when a child has behaved in a very disruptive manner. Missouri State University will not be held responsible for child injuries as a result of negligence, falls from any and all University-provided equipment (i.e., beds, playground, etc.), or other incidents.

Cleaning and Care
Residents are expected to clean and care for their apartments and will be charged for apartment damage due to neglect. The following is a recommended list of how to care for your apartment furnishings:

*Cupboards, Cabinets, and Shelves*: Avoid using adhesive-coated or self-stick products to line cabinet and closet shelves.

*Dishwasher*: Sunvilla Apartments are furnished with dishwashers. Non-University-provided dishwashers are prohibited in the University Apartments. *Dishwashers require specific soap for dishwashing machines. Do not use dish or hand soap in the dishwasher.*

*Floors*: Do not install any type of self-adhesive flooring material or drive nails into floors. Do not apply or affix double-sided tape, adhesive, or carpet tack strips to floors.

*Refrigerator*: If the refrigerator does not cool efficiently, please call your reception desk for service. *Never chip ice off the freezer or the cooling coils. This could result in significant damage and damage charges.*

*Stove/Oven*: The stove contains four top burners and an oven. All stoves are equipped with Safe-T-Elements, solid cover plates over the burners that prevent extreme heat and cooking fires. Instructions
for cleaning these elements are posted in each kitchen. Maintain the stove by wiping up spills as they occur and periodically cleaning the complete appliance.

Walls and Ceilings: Nothing may be attached to ceilings, floors, walls, or doors without prior written consent from the Department of Residence Life and Services. Attached shelving is not allowed unless it is provided by the University as part of the furnishings.

Waste/Garbage Disposal: To operate the garbage disposal, first turn on the hot water, then turn on the disposal and feed soft waste into it. Run the disposal and water for a few seconds after the waste has been disposed. Do not allow grease or hard waste such as bones, eggshells, fruit pits, or vegetable peelings into the disposal. If the disposal fails to operate, call your reception desk for service.

Computer Use
Policy and Ethics for Student Computer Use and Computer Network Use as defined by the University's Computer Services Office:

Statement of User Responsibility
1. To be an authorized user of Missouri State University computer and network resources, you must be a currently enrolled student in good standing with the University.

2. As an authorized user, you are responsible for the security and use of your computer accounts. You accept full responsibility for your accounts and all activity performed on University computing resources.

3. It is prohibited for any user other than the assigned account owner to use said accounts. You are responsible for preventing unauthorized use of your computer account(s) as well as refraining from using someone else’s accounts.

4. Those interested in creating web pages are responsible for adhering to the Missouri State University World Wide Web Policies.

Definition of Appropriate Use
1. Valid uses of computer and network resources include instructional use in classes, research, administrative support, electronic mail, web page development, and résumé or vita posting.

2. It is a violation of University policy to use University computers for cheating of any kind.

3. Unauthorized uploading, downloading, sharing, copying, sending, or receiving of copyrighted or trade/service marked materials is strictly prohibited.

4. It is a violation of University policy to use the computer for promoting outside business interests. University computer resources shall not be used for private consulting or personal gain. Computer resources may not be used to support or engage in any other conduct prohibited by University policy, including the policies stated in the student conduct system and University catalogs. E-game playing from the University laboratories is strictly prohibited. This includes MUDs, MUCKs, personal computer games, etc. University computer and network resources are limited; users should respect the needs of others to use these resources for approved activities.

5. It is a violation of this policy to examine, or attempt to examine, another computer user’s private files or mail.

6. It is in violation of University policy to send/display defamatory, harassing, pornographic, obscene, or patently offensive sexual materials. It is also a violation of University policy to send/display patently offensive sexual materials to minors. These violations are in addition to items prohibited by sections 573.010-573.065 of the Revised Statutes of Missouri, or other local, state, or federal law.
7. Fraudulent use of computer accounts, networks, mail services or other resources is a serious violation. Missouri state law (RSMo 569.094-569.099) makes unauthorized access and interference with computer systems, computer data and other computer users illegal.

In addition, the following guidelines apply specifically to residence halls:

**Computer Labs**
1. Computer lab resources are to be used only by residents of that particular residence hall.
2. E-mail usage and Web browsing for non-academic purposes and game playing is limited to one hour when other students are waiting to use lab equipment.
3. The viewing or downloading of pornographic/harassing/offensive materials is prohibited.

**Individual Network Connection (in apartments)**
1. No personal HUBs are permitted.
2. The downloading of non-academic materials that hinders bandwidth usage for others is prohibited, including memory intensive audio and video files, etc.
3. Personal servers that provide illegal access to copyrighted materials to others (on or off campus) are not permitted.
4. Repeated disregard for adequate virus protection that interferes/infects others will not be tolerated. Free virus protection software is provided by the University for student use. Please contact the ResNet Help Desk at (417) 836-6100 for more information.

**Guests**

Consideration for roommates and other floor residents dictates that guests do not infringe on another’s right to privacy and the quiet enjoyment of the facilities under contract. All guests, regardless of gender, must be approved by all residents of the room, suite, or apartment. All guests must carry a picture ID at all times (except underage youths) and abide by all policies of the residence halls and floors, with guests and hosts mutually responsible for the conduct of the guests. Guests found not observing University or Residence Life policies may be escorted from the residence hall and restricted from further access.

The length of stay for any overnight guest, defined as any guest after midnight, may not exceed two nights per week (Monday–Sunday) without prior approval by the residence hall director. All guests must use gender-appropriate bathroom facilities. All overnight guests not residing in the residence hall they are visiting must be signed in at the reception desk by the host. Any guest not registered will be asked to leave immediately and the host may lose future guest privileges.

It is each resident’s responsibility to ask for and receive approval from all roommates/suitemates before any guest is permitted in a room, suite, or apartment. In addition, it is each resident’s responsibility to communicate disapproval of overnight guests and to convey continual problems to a residence life staff member if approval is not sought after and received each time by all parties involved. If permission is not received and an overnight guest is invited to stay in a room, suite, or apartment, all future guest privileges may be revoked.

**Escort Policy**

Students are required to be in the presence of their guests, which includes traveling in hallways, stairwells, and elevators. The escort policy is in effect to enhance the security of the facilities and to protect individual privacy. From 7:00 p.m. to 10:00 a.m., an escort is required in all apartment facilities
for all guests who do not reside in the apartment facility they are visiting. Guests should contact students through the courtesy telephone located in the entryway of each residence hall. From 7:00 p.m. to 10:00 a.m., residents of the hall who wish to visit opposite-gender residents of single-gender floors are expected to observe the escort policy in all student living areas.

**Visitation Policy**

Visitation policies apply specifically to guests of the opposite gender, indicating the time frame during which guests may visit a resident’s room. Visitation to the extent of cohabitation (more than two overnight visits per week) regardless of the guest’s gender, is not permitted. The visitation policy also applies to hallways, stairwells and elevators. Visitation hours for the residence halls are as follows:

Blair-Shannon House, Frederickson House, Hammons House, Hutchens House (floors 2–5 and 8), Scholars House (floors 2–3), Wells House (except East Wing) and Woods House

- Monday – Thursday 10:00 a.m. – Midnight
- Friday – Sunday 24-hour visitation (10:00 a.m. Friday – Midnight Sunday)

*Note: Visitation hours on three-day breaks and University holidays may be extended at the discretion of the Department of Residence Life and Services.*

Dogwood Apartments, Hutchens House (1st, 6th, and 7th floors), Kentwood Hall, Kentwood South Apartments, Scholars House (1st floor), Sunvilla Tower and Apartments, and Wells House (East Wing)

- Monday – Sunday 24-hour visitation

*Note: Consult the hall director for visitation hours during summer sessions.*

**Maintenance and Damages**

Residents are responsible for maintaining rooms in the condition in which they were found at the time of check-in. The University employs a mechanical staff to assist with general maintenance, repair, and emergency situations. Requests for maintenance should be taken to the Hall Director, RA, reception desk, or submitted online.

**Online Work Request System**

If you need something fixed, the Online Work Request System can be reached from any computer with access to the Internet, including our 24-hour residence hall computer labs. To submit a new work request, go to [http://physicalplant.missouristate.edu](http://physicalplant.missouristate.edu) and follow the instructions listed.

- Select “Submit Work Request” on the left side of the screen.
- Fill out the remainder of the form and click the “Submit” button.
- Print or write down the request number for future reference and exit the website.
- You will receive e-mail confirmation of your request’s status.

To ensure your request is accepted, please follow these points when submitting a request:

- Use a Missouri State e-mail address only.
- Be as specific as possible when describing the request, including exact details and locations within the room.
- Include ONLY ONE service request per work order.

DO NOT enter work requests for computer-related items such as data jacks, network connections, or personal computer issues. For these requests, call the ResNet Help Desk at (417) 836-6100.

If there is an emergency (e.g., major water leak, air conditioning or heating problems, door locks, etc.), call your Resident Assistant or your residence hall front desk.
The Online Work Request System may also be used for non-emergency requests for the following items: elevator lights, card readers, washers/dryers, vending machines, cable jacks/reception, telephone jacks/service, custodial assistance, keys and locks, and pest control.

To check the status of a previously submitted Work Request, visit http://physicalplant.missouristate.edu:

- From the left side of the screen, under “Search By Number,” select “Work Request” from the pull-down menu.
- Enter your Work Request number on the next line.
- You will now see your original work request. If it has been assigned a “Work Order” number it will be shown in the lower right-hand side of the screen.
- Click on the Work Order number to display the status of your request.

For other searching functions, select an option on the left side of the screen entitled “Review Requests/Works.” If you have any questions, please contact your Resident Assistant or your residence hall front desk.

The condition of each apartment is checked at the beginning and end of each leasing period. To avoid being charged for damages for which they are not responsible, students should carefully check the Room Condition Report (RCR) provided by the hall staff member to make certain all existing damages are noted on the sheet.

Damages to University property that occur during the leasing period by residents or their guests are the responsibility of the residents of the apartment.

**Common Area Damage Policy**
In the event of damages to a common area, including furniture, fixtures, doors, walls, elevators, windows, and excessive cleaning charges and trash removal, the Department of Residence Life and Services reserves the right to charge all residents for reasonable damage charges if the responsible person(s) cannot be identified.

**Grounds**
At times when residence life staff is mowing and/or trimming the grounds, especially the Kentwood South courtyard, all residents must vacate the grounds for their safety. To protect personal belongings, residents must remove any outdoor personal belongings from the grass during mowing and trimming.

**Apartment Furnishings**
All utilities in the University Apartments are paid by Missouri State University. In order to keep apartment rates down, we encourage you to conserve energy and water whenever possible. Each apartment is equipped with a fire extinguisher and smoke detectors. All university furnishings must stay in the apartment. Residents are required to contact the Department of Residence Life and Services before modifying their apartment in any way. Please refer to the Apartment Decorations and Modifications section and Paragraph 14 of the Lease Agreement.

**Air Conditioning/Heating:** Each apartment has central air conditioning and heating. Dogwood Apartments has both heating and air-conditioning capabilities year-round. Sunvilla and Kentwood South Apartments have individual apartment thermostats to control the amount of air. The air systems in these two facilities undergo maintenance switch-over between heating and air-conditioning based on the season of the year.

**Cupboards, Cabinets, and Shelves:** Avoid using adhesive-coated or self-stick products to line cabinet and closet shelves.
**Dishwasher:** Sunvilla Apartments are furnished with dishwashers. Non-University-provided dishwashers are prohibited in the University Apartments. **Dishwashers require soap specifically made for them. Do not use dish or hand soap in the dishwasher.**

**Electrical System:** Some electrical outlets are controlled by wall switches. If an outlet does not appear to work, make sure the plug is securely in the electrical socket and then turn on the wall switch. If the outlet fails again, check your fuse box to see if a breaker has flipped. If the outlet still does not work, call your reception desk for service.

**Floors:** Do not install any type of self-adhesive flooring material or drive nails into floors. Do not apply or affix double-sided tape, adhesive, or carpet tack strips to floors.

**Refrigerator:** If the refrigerator does not cool efficiently, please call your reception desk for service. Never chip ice off the freezer or the cooling coils. This could result in significant damage and damage charges.

**Stove/Oven:** The stove contains four top burners and an oven. Maintain the stove by wiping up spills as they occur and periodically cleaning the complete appliance.

**Walls and Ceilings:** Nothing may be attached to ceilings, floors, walls, or doors without prior written consent from the Department of Residence Life and Services. Attached shelving is not allowed unless it is provided by the University as part of the furnishings.

**Waste/Garbage Disposal:** To operate the garbage disposal, first turn on the hot water, then turn on the disposal and feed soft waste into it. Run the disposal and water for a few seconds after the waste has been disposed. Do not allow grease or hard waste such as bones, eggshells, fruit pits, or vegetable peelings into the disposal. If the disposal fails to operate, call your reception desk for service.

**Medical Needs**

Students with special medical needs should communicate those needs to the Department of Residence Life and Services. If special accommodations are requested, students first will need to register with the Disability Services Office, located on the 4th floor of Plaster Student Union.

Students with a medical condition requiring injections must inform the Department of Residence Life and Services of that medical condition, as we insist upon providing a disposal unit for used needles in the apartment, which the Department will maintain and empty as needed. In addition, disposal units are provided in all community bathrooms in the residence halls.

**Outdoor Equipment**

**Furniture/Equipment**
Outdoor furniture, toys, and any other equipment, if kept outside, must stay on apartment concrete patios or balconies when not in use.

**Gardening**
No planting of flowers, herbs, seeds, or other garden-variety products is permitted on University grounds. You may utilize containers for planting and gardening purposes.

**Grills**
Outdoor grills are permitted only on individual concrete patios or balconies, for storage purposes only. The grills cannot be operated on the patios or balconies (per city ordinance). Outdoor grills may be used only in designated areas. Grills can never be operated or stored within an apartment facility.
Rummage Sales
Rummage, yard, sidewalk, or garage sales are only permitted if part of a University-sponsored event. No personal rummage sales are allowed.

Satellite Dishes
Satellite dishes may not be physically attached to any University property, including apartment balconies.

Pets
No animal is permitted in the University Apartments, except fish (which must be properly maintained in a 20-gallon or less aquarium) and service animals trained to assist persons with disabilities; therapeutic animals are not allowed. Guests may not bring pets to the area while visiting. Stray animals should not be encouraged to remain in the area. Any animal found in the area will be assumed a stray and may be removed. Should a pet or any unauthorized animal be found within a University apartment, the resident(s) of that apartment will be given 24 hours to remove the animal. The Department of Residence Life and Services will impound the animal if it is not removed from the apartment within 24 hours, and all residents of the apartment may be held to disciplinary sanctions, including damage charges, and lease termination.

Posting Signs
All posting of signs, bulletins, and promotional materials must be approved by the Department of Residence Life and Services, located in Hammons House Room #101. Approved materials will be distributed to the individual residence halls and apartment facilities for posting by Residence Life staff.

Prohibited Apartment Use
Residents are not permitted to sublet or assign their apartments. Residents are not permitted to use their apartments for commercial or business purposes. Residents are not permitted to remove equipment or furnishings from any room or apartment in University housing. Apartment modifications may be made only in adherence to Departmental guidelines.

Quiet Hours
Quiet hours are maintained to help provide an atmosphere that is conducive to good scholarship and to promote an environment where individuals can learn from the experience of group living. The enforcement of quiet hours is the responsibility of each student, with assistance from Residence Life staff as needed.

Each floor, with the exception of Quiet Lifestyle floors, must observe the minimum acceptable quiet hours of 10:00 p.m. to 10:00 a.m., seven days a week. Courtesy hours are in effect throughout the residence halls 24 hours a day. Excessive noise, as determined by affected students, is discouraged at all times.

The Quiet Lifestyle floors maintain 22-hour quiet periods, except for Friday and Saturday from 5:00 p.m. to 10:00 p.m., during which time courtesy hours are in effect. All residents and visitors to these special interest floors are asked to respect the choice made by the residents of the floor to maintain an exceptionally quiet living environment.

During final exams, 23-hour quiet periods are in effect for the entire residence life system, with “relief hour” set for 9:00 p.m. to 10:00 p.m. Exceptions will be permitted only between noon and 5:00 p.m. for the purpose of vacuuming rooms.
Smoke- and Tobacco-Free Living

All tobacco products (both smoking and non-smoking) are expressly forbidden in all areas, including all common areas and individual living units (including apartment balconies). Any student found responsible for contaminating the smoke-free environment of a room/suite/apartment will be charged up to $750 per incident per living unit, for the thorough restoration/cleaning of that area, including carpets, walls, ceilings, mattresses, draperies, etc.

Smoking and the use of tobacco products (including cigarettes, smokeless tobacco, cigars, pipes, and other tobacco products) by students, faculty, staff, and visitors is prohibited on all Missouri State University properties except at designated smoking areas outside JQH Arena, Plaster Sports Complex, John Q. Hammons Student Center, and Juanita K. Hammons Hall during performances or events; inside private vehicles located on University parking lots; and other designated smoking areas throughout campus as shown on the Designated Smoking Areas map.

Adherence to the policy cited here is the responsibility of all University students, faculty, staff and visitors. It is expected that all students, faculty, staff and visitors to campus will comply with this policy. Members of our campus community are empowered to inform others respectfully about the policy in an ongoing effort to enhance awareness and encourage compliance. A complaint against a student who fails to respond to a request to comply with this policy may be reported to the Dean of Students office. A complaint against an employee who fails to respond to a request to comply with this policy may be reported to a dean, director, or supervisor. Refusal of University employees or students to comply with this policy may result in disciplinary action as set forth in the Employee Handbook and the Code of Student Rights and Responsibilities.

Sustainability

What is sustainability?
The EPA defines sustainability as, “meeting the needs of the present without compromising the ability of future generations to meet their own needs.” In other words—make it last! The Residence Life and Services program contributes to the University’s sustainability efforts in many ways, such as the installation of occupancy sensors for lighting in common area spaces, using environmentally friendly cleaning products, utilizing energy-saving appliances in refurbishing projects, and installation of low-flow shower heads and aerators in restrooms.

In addition to these efforts, Residence Life and Services encourages campus awareness of and commitment to the Three R’s: Reduce, Reuse, Recycle. There are not only educational opportunities within the buildings in the areas of energy and water conservation and waste reduction but also fun, community-involving projects to utilize learned knowledge of sustainability and make it a lifelong habit. Sustainability efforts made by residents of Missouri State University on campus will be taken with them once they depart from campus and continue to be utilized in daily life practices.

Each building is equipped to handle recycling of aluminum, glass, plastic, tin, mixed paper, and cardboard. There are labeled bins for recycling located on the first floor. As a further effort, each apartment contains a green container to assist residents in sorting recyclables and waste before relocating these recyclable items to the community recycling containers. Plastic shopping bag and printer cartridge recycling is available in the lobby of each residence hall. All types of batteries may be recycled at each building’s front desk. For a complete list of items that can be recycled on campus, please visit the Residence Life and Services, Facilities and Operations website at http://reslife.missouristate.edu/fac/Recycling.htm.
What can you do to be more sustainable?

• Conserve! Conserve energy by turning off lights when a room is vacant and unplugging unnecessary items when not in use. Conserve water by shortening your shower time and turning the faucet off while brushing teeth or shaving.

• Reduce! Reduce the amount of waste you produce by preparing or taking only the amount of food that you will eat. Reduce the amount of paper you waste by utilizing the Internet and BearMail to your fullest capabilities and asking yourself if you really need to print items. Reduce the amount of paper printed or copied by utilizing both sides of the paper for printing. Reduce your carbon footprint by riding public transportation, such as the Bear Line Shuttle around campus, or walk for great exercise!

• Reuse! Donate your reusable items by participating in Residence Life and Service’s closing recycling program at the end of the year or by dropping items off anytime during the year at a local donation center.

• Recycle! Recycle every item that can be recycled and promote the world’s recycling by purchasing and utilizing products made from recycled materials.

• Participate! Please join us in our efforts to protect this planet and its valuable resources by participating in sustainable campus activities, such as the annual RecycleMania nationwide competition during Spring Semester and other educational programs.

• Check it out! Additional information can be found on sustainable efforts and ideas in the Residence Life Guide to Sustainability at http://reslife.missouristate.edu/fac/sustainabilityguide.htm.
SERVICES

The residence halls offer many services to students living on campus. Residents of the University Apartments are encouraged to utilize these services, especially those offered within the residence hall supporting their reception desk.

Students living in Dogwood and Sunvilla Apartments are free to take advantage of any services offered in Sunvilla Tower. Kentwood South residents may use any services offered in Kentwood Hall. During periods when Kentwood Hall is closed, Kentwood South residents will utilize the reception desk in Sunvilla Tower and thus be eligible to use Sunvilla Tower services at those times.

Residence hall services available to residents include computer labs, study lounges, fitness centers, grand lounges, meeting spaces, and laundry facilities.

Residence Hall Services

Bicycle Storage
Residents are encouraged to store bicycles in the bicycle racks provided for residents’ convenience, located near each apartment facility. When keeping a bike in one of these racks, residents should always keep it securely locked. Bicycles may also be stored in apartments but may not be hung from the ceiling, walls, or elsewhere. Storage of bicycles in hallways or on balconies is not permitted. Bicycles found stored in or chained to other areas (e.g., trees, stair railings) will be removed by the Department of Safety and Transportation. Registering one’s bike with the Department of Safety and Transportation is recommended. At no time are motorbikes permitted anywhere inside the apartments.

Cable Television Access
Each apartment is equipped with cable TV capability. Expanded-basic cable services are included in University Apartment rental rates and provided in every living unit. Additional cable services may be contracted through the local cable provider, currently Mediacom, located at 1533 S. Enterprise Avenue in Springfield. Call (800) 874-2924 or visit http://mediacomcc.com.

Community and Study Lounges
Most traditional residence halls (including Sunvilla Tower and Kentwood Hall) have a TV lounge with a color TV and seating area. A large grand lounge is available for entertaining guests, studying, or just visiting. Dances, movies, and special events are periodically held in the grand lounge, sponsored by the residence hall council or Missouri State organizations. The TV lounge and/or grand lounge are available 24 hours a day for students and their guests, when community functions and events are not scheduled in these facilities. So that all students may benefit from these areas, furniture is not to be removed from any community area, including lounges. Study lounges equipped with tables and chairs are available in residence halls. These facilities provide a private area to study during the day or night. So that all students may benefit from the study areas, the study lounge must be kept quiet at all times (no music is allowed).

Computer Labs and Technology
Computer labs are available in each residence hall. All of these computer labs are for the exclusive use of students of the individual residence halls. Kentwood South residents may use the computer lab located in Kentwood Hall. Residents in Dogwood and Sunvilla Apartments may use the computer lab located in Sunvilla Tower. All computers are Windows-compatible and have access to the Internet and application software.
In addition to University-provided computer workstations, each room in each residence hall is wired to the University’s network. Students are welcome to bring their own computers.

**Printing Quota**
Each residence hall reception desk contains a laser printer for student use. Pages not picked up in a timely fashion will be placed in the student’s mailbox. Each residence hall student is provided with an automated printing quota of 350 pages per semester. Students who would like to purchase additional printed pages may do so in blocks of 100/$5.00 in the Department of Residence Life and Services, Hammons House Room 104.

**Computer Support Help Desk (ResNet)**
A Residence Life help desk has been established to assist students with their computing needs and questions. Any resident with a computer-related question should contact the Computer Support Help Desk at (417) 836-6100. Students are encouraged to leave a message after normal business hours and a technician will return the call as soon as possible.

**Wireless Network Access**
To gain access to the wireless network, located in several common areas within all the residence halls (the lobby/study lounge and dining center in Kentwood Hall and the mezzanine in Sunvilla Tower) and in some academic facilities, a wireless network card must be able to support the University’s security and be properly configured. Guides can be found at http://resnet.missouristate.edu/.

If debating whether to purchase a wired or wireless network card, it is suggested that a wired card be used, as all residence hall living units (including the University Apartments) provide faster network service through our wired network. If you have a second device, such as a laptop, you may wish to consider the many benefits of wireless technology. For more information, please contact the ResNet Computer Help Desk at (417) 836-6100. Network cards and cables are available for purchase at the Missouri State Bookstore.

**Custodial Services**
Residents are responsible for keeping apartments in a reasonably healthy and clean condition. Floors should be swept and mopped, refrigerators kept routinely defrosted, appliances cleaned of food splatters, and wastebaskets emptied into outside dumpsters. To ensure a healthy environment, periodic apartment health inspections will be conducted by the residence hall staff.

The custodial staff cleans all public areas, including community bathrooms, on a regular basis in each residence hall. It is the resident’s responsibility to maintain a clean and sanitary bathroom in the apartment at all times.

**Fitness and Aerobic Centers**
Fitness and aerobic facilities are provided in most residence halls (including Sunvilla Tower and Kentwood Hall). The fitness centers are designed for low-impact workouts, and the aerobic centers provide TV/VCRs to assist with aerobic activities. It is important to understand that the University shall not be liable for injuries that occur in the fitness and aerobic centers and residents should be careful not to over-exert themselves. Working out with friends is always a good idea. In most halls, students must check out “pins” at the reception desk. Non-resident guests are not permitted in any fitness centers.

**Ice, Change, and Vending Machines**
Vending machines, stocked with a variety of snacks and beverages, are located in some apartment facilities. A convenience store is located in Hammons House. An ice machine is located in Kentwood Hall, and change machines are provided in Kentwood Hall and Sunvilla Tower. Students losing money in the vending machine should report the loss to the Bursar’s Office, located in Carrington Hall Room 102.
Refunds will be made at that time. Anyone losing money in a change machine should call the number on the machine. No change is available at the reception desks.

Laundry Facilities
Each University Apartment facility offers coin-free washers and dryers for exclusive use by residents. Dogwood and Sunvilla Apartments provide laundry facilities on the lower floors of their respective buildings. Kentwood South residents have access to the on-site laundry room as well as the laundry facilities in Kentwood Hall. The University is not responsible for lost, stolen or damaged items in washers and dryers.

Maintenance
Students are responsible for maintaining apartments in the condition in which they were found at the time of check-in. The University employs a mechanical staff to assist with general maintenance, repair and emergency situations. Requests for maintenance should be submitted to the Hall Director, RA, or reception desk.

Parking
Residents with the appropriate parking decals are permitted to park in the designated lots surrounding the apartment facilities. Some of these lots require an access card to enter. Specific lot numbers and locations are available from the Department for Safety and Transportation.

Residents may reserve a garage space in the Sunvilla Tower parking garage for an additional $112.50 per semester for vehicles and $45.00 per semester for motorcycles. Priority for parking space is given to Sunvilla residents, although other University housing residents may request space in the garage. Residents renting garage space must park in assigned parking spaces only. No cars should be parked in driveways or aisles.

Missouri State University is not responsible for losses or damages to automobiles or other personal property located in the parking garage, driveways, or other parking areas. Washing or servicing of cars in driveways or parking areas is prohibited.

Pestilent Control
All residence halls and apartment facilities are systematically treated to prevent pestilent concerns on a regular basis. These applications take place before opening in August, at semester break, and during spring break. Residents having any concerns regarding these treatments should contact their Hall Director, RA, or reception desk.

In order to request treatments for insects or other pests beyond the regularly scheduled applications, enter a work order via the online work control system at http://physicalplant.missouristate.edu/. If a resident wants to provide a specimen of the insect, it should be placed in a Ziploc bag and taken to the reception desk.

We cannot treat for flying insects, as this is difficult without direct-contact spray. If there are flying insects such as gnats, wasps, or hornets, residents need to locate the source before treatment can take place.

It is the resident’s responsibility to notify Residence Life and Services when pests are present so that treatment can begin promptly. Failure to comply with all treatment and requirements prior to treatment will result in a referral for disciplinary charges and/or financial charges up to $1,500.00 to cover eradication of pests.
Pool Use
Residents of Dogwood Apartments, Kentwood South Apartments, and Sunvilla Tower and Apartments may use the Sunvilla pool. Guests are not permitted. The University is not responsible for injury resulting from the use of the pool and its surrounding area. **THERE IS NO LIFEGUARD ON DUTY.** Children younger than the age of 12 must be supervised by an adult at all times. Residents are required to observe the following rules and regulations when using the pool facilities:

- Pool hours are from 10:00 a.m. to dusk. Use of the pool is prohibited at times other than those specified.
- No food or drinks are permitted in the pool area.
- No running in the pool area.
- Place trash in proper receptacles.
- No glass containers are permitted in the pool area.
- If a problem should arise in the pool area, notify the Sunvilla reception desk immediately.

In addition, the use of wading pools (i.e., baby pools, children’s pools) is permitted outside of the University apartments. However, wading pools must be emptied and left inverted or standing when they are not immediately supervised by an adult or in use by an adult. Wading pools are limited in size to 60 inches in diameter and 13 inches high and/or 240 gallons.

Reserving Residence Hall Community Space
University organizations wishing to utilize residence hall facilities including grand lounges, study lounges, and the Wells House Pavilion for presentations and/or meetings should make this request of the particular Hall Council advisor at least two weeks prior to the date desired.

Storage
There is very limited storage space in Sunvilla Tower where luggage and other items may be stored temporarily. Room furnishings, such as bed frames, are not permitted in storage areas due to limited space and inventory control. Arrangements should be made in advance with the Hall Director to place items in storage or remove items from the area. Everything placed in storage must be labeled with the student’s name, home address, and date.

Only current residents of the residence halls are permitted to store items in the storage facility. Storage items that are improperly labeled or unclaimed at the beginning of the following fall semester will be disposed of in accordance with departmental procedure. The University is not responsible for lost or damaged items.

Telephones
The University will provide local telephone service upon request. Students wishing to have local service need to contact Residence Life and Services for installation. There will be a one-time charge of $50, and then a monthly $20 charge. You must provide your own telephone instrument. Only push-button (touch-tone) phones work in the residence halls for all features (call waiting, etc.). Long-distance service is available to students through the Telecommunication Services Office. Information will be available upon check-in. Students also may use their own personal calling cards for long-distance calls.

Hallway phones are available for emergency use. When making a local call on campus, an outside line can be obtained by dialing “9.” Long-distance phone calls require pressing “9” and then “1,” followed by the full telephone number. To call a University telephone number, you only need to dial the last five digits of the phone number. These numbers are listed in the University phone directory.
Dining Services

The University has three dining centers, located in Blair-Shannon House, Kentwood Hall, and between Hammons House and Hutchens House. Students may purchase a meal plan (meal plans may be purchased for spouses and families) or pay cash to eat in these dining facilities. Unlimited servings are available in all dining centers. Family and guests are invited to dine with you in the dining centers. Other eating options accepting cash are Boomer’s Café, located in Hammons House, and the following food venues located in Plaster Student Union: Blimpie Subs & Salads, Cantina Grill, Domino’s Pizza, Grill 155, and Wok & Roll.

Appropriate Behavior in Dining Centers

In accordance with state law, the following minimum standards of dress must be maintained in all dining facilities:

- Shoes and shirts must be worn at all times
- Sleepwear, slippers, and swimsuits are not acceptable.

In addition, no beverage or food (excluding fruit, cookies, or ice cream) may be taken from the dining centers. The removal of glasses, dishes, or silverware is a violation of residence hall policy. The replacement cost of these items can lead to increased dining costs for all students. Residents and their guests are expected to display appropriate behavior in the dining centers. Disruptive, destructive, excessively noisy, or injurious behavior will lead to disciplinary action.

Meal Plans

Residents of the University Apartments may purchase an optional meal plan from the Department of Residence Life and Services. Spouses and children living in the University Apartments are permitted to purchase an optional meal plan even if not enrolled at Missouri State.

Meal plans with 10, 14, 19, or Unlimited meals per week are offered, as is a Family meal plan that permits 25 total meals at the dining centers per week (to be distributed among all family members). (A family meal plan includes adult students, spouses, and children ages 3–11). In addition, residents of the University Apartments may purchase an optional meal plan during the summer session. For the fall semester, the meal plan begins with breakfast on the Friday before classes start; for the spring semester, meal plans begin with brunch on Sunday; for the 8-week summer session, the meal plan begins on the first day of classes.

All dining services are closed Thanksgiving Vacation, Spring Break, and between semesters. All changes in optional meal plans should be made directly through the Department of Residence Life and Services up to and including the third week of each fall and spring semester and anytime during the summer session.

Misuse of a meal plan (i.e., letting friends use an ID to gain entry to dining centers) may lead to its suspension or cancellation without reimbursement for the unused portion of meal plan.

BearFare

In addition to but separate from the meal plan, students may choose a BearFare package in blocks of 15, 35, or 50. BearFare meals are additional meals that may be utilized in most all non-dining center locations. BearFare meals are an additional cost and are not included in a meal plan.

BearFare may be used at any of the following food vendors on campus: Blimpie Subs & Salads, Boomer’s Café, Cantina Grill, Domino’s Pizza, Grill 155, and Wok & Roll. BearFare is redeemable after 1:30 p.m. during the week and anytime on the weekends.
Additional blocks of BearFare meals may be purchased through the Department of Residence Life and Services. If remaining a student at Missouri State, any unused BearFare meals will be carried over from fall semester to spring semester.

**Guest Meals**
Residents are encouraged to invite family or other guests to dine with them. While students may share BearFare meals with guests, meal plans are not transferable and cannot be shared with others. Visiting parents of students currently on a meal plan and accompanied by their student are invited to eat for free in any of the three dining centers. Meals may also be purchased on a cash basis.

**Sack Meals**
Sack lunches and dinners are offered daily for students with a meal plan who are unable to return to the dining center. Arrangements for this service are made through the manager of the dining center or in the Dining Services Office. Failure to pick up a sack meal will result in loss of this privilege for the remainder of the semester.

**Comfort and Care Meals**
A student with a meal plan who is ill may obtain a special meal by having a friend present the ill student’s ID and a “Comfort and Care” card to the Dining Services Manager to receive the special meal.

**Reception Desk Services**
Each residence hall maintains and staffs a 24-hour reception desk. Dogwood and Sunvilla Apartments are served by the reception desk located in Sunvilla Tower. Kentwood South Apartments are served by the reception desk located in Kentwood Hall.

<table>
<thead>
<tr>
<th>RESIDING IN:</th>
<th>CALL:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dogwood Apartments</td>
<td>(417) 836-5410</td>
</tr>
<tr>
<td>Sunvilla Apartments</td>
<td>(417) 836-5410</td>
</tr>
<tr>
<td>Kentwood South</td>
<td>(417) 836-4818 [*or (417) 836-5410]</td>
</tr>
</tbody>
</table>

*When Kentwood Hall is closed due to Winter Break, Spring Break, and summer school, the residents of Kentwood South Apartments will utilize the reception desk located in Sunvilla Tower.*

**Equipment Available**
Each residence hall council provides a variety of tools, games, and recreational equipment for all residents of that residence hall/ apartment facility. The Department of Residence Life and Services also provides bellhop carts for use during move-in and move-out times. These items may be checked out at the reception desk with one’s student ID (ZipCard). Failure to return equipment within the designated time frame could result in a loss of this privilege and/or a monetary charge ($5 charge for every 30 minutes late). The University will not be held liable for the use or misuse of said supplies or equipment. If damage results from this use, students will be held accountable.

**Keys**
Residents are responsible for all keys issued to them at check-in. Lost keys can be replaced by reporting the loss to the reception desk. Mailbox keys will be replaced for a charge of $10.00. If an apartment key is lost, the apartment key is replaced at a cost of $10.00, and there is a lock re-core fee of $50.00. Lock changes are performed as a safety precaution to prevent unauthorized entry into residence hall rooms and apartments. However, the ultimate responsibility for the safety and security of a student’s apartment rests with that student. Mailbox and apartment key charges (except core charges) will be
refunded if the lost key is returned to the Department of Residence Life and Services within three (3) months.

Please:

- keep your apartment locked when you are gone and when you are asleep.
- do not duplicate or allow duplication of your keys.
- do not loan your keys to anyone for any reason.
- report lost keys and access cards immediately.
- do not mark your keys with your room number or any other identifiable markings.
- never leave your keys or access card unattended.

If you find a lost key, return it to the reception desk. Keys obtained from sources other than the University are considered unauthorized. Additional University keys may only be provided for the purpose of replacing a lost key.

All keys are the property of Missouri State University and must be returned when moving out of the apartment.

**Lock-Outs**

Residents are responsible for carrying their apartment keys at all times. In the event that a resident is locked out of the apartment, the resident may check out a key at the reception desk between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The resident should be prepared to present proper identification to the receptionist. On weekends and Monday through Friday evenings, the resident should contact the reception desk and the staff on duty will respond to lock-outs.

**KEYS WILL NOT BE GIVEN TO ANY CHILD YOUNGER THAN 12 YEARS OLD. IF NO ONE IS HOME, THE APPROPRIATE AUTHORITIES WILL BE CONTACTED.**

Each resident is provided with two (2) complimentary lock-outs per semester. Additional lock-outs are considered misuse of this service, resulting in a $5.00 charge for the third lock-out and every lock-out thereafter for the remainder of the semester. This fee is payable to the reception desk either at the time the service is provided or may be charged to the student’s University account. This lock-out service should not be used as an alternative to replacing a lost key. For your own safety, report lost keys immediately.

**Mail**

Mailboxes are located within each apartment facility, and mail services are provided at each reception desk. Residents must use their mailbox key to obtain mail, as postal regulations prohibit staff members from removing mail from the boxes. Residence hall mail rooms do not provide all the services of a U.S. Post Office, although incoming packages and special delivery mail are received for distribution. A notice will be placed in the resident’s mailbox when a package arrives. This notice must be presented with proper ID to the receptionist in order to receive the package. The University will not be held responsible for mishandling of mail or packages.

Mail is delivered to apartments daily, except Sundays and holidays, and is usually in the mailboxes by late afternoon. The U.S. Postal Service may cease Saturday delivery in the near future. U.S. mail for residents of Dogwood and Kentwood South Apartments is delivered directly to the resident’s mailboxes by the U.S. Postal Service.

Letters may be mailed at the reception desk of each residence hall. Please include a complete return address on each piece of mail. Outgoing mail is picked up daily, except Sundays and holidays, from all
locations. In addition, a full-service campus post office is located in Plaster Student Union. Mail will be received more quickly if it is addressed as follows:

Dogwood East Apartments
1003 E Cherry St Apt xxx
Springfield MO 65807-1582

Dogwood West Apartments
941 E Cherry St Apt xxx
Springfield MO 65807-1580

Kentwood South Apartments
719 E Walnut St Apt xxx
Springfield MO 65806-2496

Sunvilla Apartments
833 E Elm St Apt xxx
Springfield MO 65806-2433
LEASE AGREEMENT

Terms and Conditions
The University Apartments Lease Agreement is for the entire leasing period (June 1–May 31). If entered into after the leasing period begins, the agreement applies to the remaining balance of the leasing period. All apartments are open during all vacation periods during the leasing period.

Apartment Use
Residents are not permitted to sublet or assign their apartments. Residents are not permitted to use their apartments for commercial or business purposes. Residents are not permitted to remove equipment or furnishings from any room or apartment in University housing. Apartment modifications may be made only in adherence to departmental guidelines.

Cancellation Policy
As stated in the Terms and Conditions listed on the back of the Lease Agreement, a student contracts for the entire 12 months or the remainder of the leasing period. If an individual decides to cancel the lease, the following conditions apply:

1. If a student withdraws from the University, the individual is no longer authorized to live in university housing. The student must vacate the apartment within one month and provide the Department of Residence Life and Services with at least one month’s written notice by the first of the month. The deposit will be forfeited and the student will be charged according to Paragraph 12 of the Lease Agreement.

2. If a student requests permission to cancel the Lease Agreement during the leasing period for reasons other than educational requirements, the student must provide one month’s written notice by the first day of the month prior to vacating to the Department of Residence Life and Services. The individual’s deposit will be forfeited and the liquidated damage fee will be imposed (See Paragraph 12 of the Lease Agreement).

3. If a student will graduate at the end of the fall semester, and will not remain a student residing in the University Apartments during the spring semester, the student is required to provide one month’s written notice to the Department of Residence Life and Services by the first of December. The individual will receive a refund of the security deposit, provided the proper notice has been received by the Department of Residence Life and Services, the students’ Missouri State account is paid in full, and no damages have been assessed to the apartment.

4. The Department of Residence Life and Services may cancel a student’s Lease Agreement and forfeit his/her deposit with appropriate notice if, after due process, the student is found in violation of the rules and regulations established by this Guide to University Apartment Living, the Missouri State University Code of Student Conduct, and federal, state, or local laws. In such cases, the University may impose a liquidated damage fee (See Paragraph 12 of the Lease Agreement).

5. To cancel a Lease Agreement prior to the execution of the Lease Agreement, the Department of Residence Life and Services must be notified in writing at least one month before the Lease Agreement begins. If mailed, the date the notification is postmarked will be used as the date of lease cancellation. If written notice is not received at least one month prior to the execution of the Lease Agreement, the security deposit will be forfeited.
**Deposit**
Residents who have completed the leasing period or are planning to graduate during the leasing period are entitled to a refund of the security deposit provided the following criteria are met:

- Proper written notice of resident’s intent to vacate has been received.
- The student’s University account balance is paid in full.
- No damages have been assessed upon vacating and keys and access card have been returned.
- Proper check-out procedures have been followed.

Usually, deposit refunds are mailed 4–6 weeks after the apartment is vacated. If a student is planning to leave the United States after the term of the Lease Agreement, and the student is not planning to return to the United States, he/she may request a voucher from the Department of Residence Life and Services (located in Hammons House Room #104) to be exchanged for cash at the Bursar’s Office. Vouchers only may be issued if your Missouri State University account is paid in full.

**Eligibility**
To be eligible for residence in the University Apartments, you must be enrolled in at least six hours at Missouri State University, be at least 23 years of age, in graduate school, married, or be a custodial parent. In addition, you may be a spouse or child of an enrolled student. All Lessees must be actively attending classes to remain in the apartment.

**Insurance Coverage (Medical and Property)**
The University cannot be held responsible for any damage or loss of property due to fire, power surges, power loss, facility failure, theft, severe weather, etc. Residents are, therefore, encouraged to carry their own homeowner’s or renter’s insurance. In addition, the University shall not be liable for injuries that occur in and around residence halls and apartment facilities, including laundry rooms, fitness centers, parking lots, etc. Students are encouraged to carry adequate medical insurance. For information on some insurance providers, visit [http://www.nssi.com](http://www.nssi.com) or [http://www.collegestudentinsurance.com](http://www.collegestudentinsurance.com).

**Meal Plan Rates**
Residents of the University Apartments may purchase an optional meal plan through the Department of Residence Life and Services if they so choose. All rates appear on the Lease Agreement.

**Vacation Periods**
The University Apartments, Sunvilla Tower, Hammons House, Hutchens House, and Scholars House are open during vacation periods. Kentwood Hall, which serves as the reception desk for Kentwood South Apartments, is closed during winter vacation, spring break, and most summer sessions. During occasions when Kentwood Hall is closed, the residents of Kentwood South Apartments will utilize the reception desk and services in Sunvilla Tower. Dining services will not be provided during winter vacation, spring break, or between semesters. Any person gaining illegal access to the residence halls when the halls are closed will be subject to disciplinary and/or legal action.
Contract Payment and Refund Policy

Payments
Charges related to the Lease Agreement will be reflected on the student’s account with the University. Payments are to be sent to the Bursar’s Office and must be received no later than the 25th of the month in which they are due. Statements of students’ accounts are prepared monthly, reflecting unpaid charges which may include housing charges. The statement will be mailed to the student’s local address during the semester and to the permanent address between semesters, unless requested otherwise at the Financial Services Office. If the student fails to make payment according to the schedule set forth by the contract, the University may withhold grade reports and all other records or information requested by the student or third parties.

Refunds
If a student withdraws from the University, a refund of housing fees will be based according to the terms and conditions of the Lease Agreement. Monies owed to the Department of Residence Life and Services or other departments at the University may be deducted from any refund.

Check-In and Check-Out Procedures

Check-In
The Lease Agreement will list the date new Lessees may begin moving into their apartment. This is known as “First Day of Stay,” and it is the date apartment charges will begin. New residents will pick up the apartment keys and access card from their assigned apartment facility’s reception desk. When residents move into their apartments, they must sign and return to their Hall Director or RA a Room Condition Report (RCR) that includes a completed apartment inventory. This inventory serves as a record of the contents and conditions of the apartment. It also serves as the basis for check-out and assessment of damages when a resident moves out.

Check-Out
When a resident plans to move out of an apartment, the Department of Residence Life and Services requires written notice by the first day of the month, at least one month in advance of vacating the apartment. The following table, created to assist you in avoiding additional charges from failure to provide proper written notice, illustrates when written notice will be due.

<table>
<thead>
<tr>
<th>If you are moving out during:</th>
<th>your written notice is due by:</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 1-31</td>
<td>June 1</td>
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<tr>
<td>August 1-31</td>
<td>July 1</td>
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<td>September 1-30</td>
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<td>April 1-30</td>
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<tr>
<td>May 1-31</td>
<td>April 1</td>
</tr>
<tr>
<td>June 1-30</td>
<td>May 1</td>
</tr>
</tbody>
</table>

For example, if you are moving out between July 1 and July 31, your written notice is due by June 1. In order to check out of any apartment properly, you must make an appointment (well in advance) to
check out of your apartment with a Residence Life staff member by contacting the reception desk. Residents must be present to check out of the apartment properly. During check-out, the staff member will inspect the apartment, record any damages on the RCR, collect the keys and access card, and obtain the student’s signature on the RCR, noting the date of check-out. Failure to do any of the above constitutes an improper check-out resulting in a $75.00 charge, in addition to any other charges. The cost of any damages to the apartment may be collected at the time of check-out, billed to the student, and/or deducted from any security deposit refund due to the student.

Once a resident has provided proper notice, checked out of the apartment, and any and all fees have been assessed, the remaining lessee(s) will be responsible for the remaining lease balance amount.

University Apartment Assignments and Changes

Assignments
All non-traditional students (23+ years of age), graduate students, married students, and students with children who have been admitted to the University and are interested in the University Apartments must complete a University Apartments Application. All applications will be placed on a waiting list according to the date the application is received by the Department of Residence Life and Services. As vacancies become available, students will be sent a University Apartments Lease. If the lease and required security deposit are received (or postmarked) by the department by the date specified on the lease, the student(s) will be granted an apartment assignment.

It is not the department’s practice to match interested students together as roommates. One to two students may occupy a one-bedroom apartment, and two to four students may occupy a two-bedroom apartment. (Exceptions may be requested for small children.) Only qualified same-gender students, married couples, or students and their children may occupy any apartment.

Current residents are given the opportunity to return to their apartment prior to the assignment of new students each spring semester; however, current residents who wish to return to their apartment must complete a Lease Agreement during the Reapplication period. All leases from current residents received after that date will be placed on a waiting list, to be assigned only after new students receive apartment assignments.

It is the Department’s policy not to discriminate when assigning apartments based on race, religion, sexual orientation, nationality, or culture. The Department of Residence Life and Services reserves the right to change apartment assignments.

Roommates
Residents are not assigned a roommate in the University Apartments. Single residents may choose to find a roommate eligible to share the apartment. Roommates must be the same gender and meet the requirements to live in the University Apartments. Residents must contact the Department of Residence Life and Services of plans to add a roommate, change roommates, or of a pending marriage/child. Married couples may only live with their respective spouse and children. Single parents may only live with their respective children.

Married and Family Lease Agreements are contracted solely through the Primary Lessee; therefore, a Primary Lessee may add or remove a Secondary Lessee to or from the Lease Agreement at his/her discretion. (Students without children must maintain married status in order to be eligible to live in Kentwood South.)

Graduate and Non-traditional Lease Agreements are contracted through all Lessees listed on the agreement. Any roommate(s) added to the Lease Agreement becomes a contracted Lessee of that
agreement and cannot be removed from the lease by any other Lessee. If a roommate conflict occurs, the problems should be resolved by the residents who share the apartment; however, Residence Life staff may assist in mediating roommate problems. When resolving roommate conflict, please understand your options are limited. Reassigning roommates to other apartments is rarely possible. An apartment resident may request to transfer to a traditional residence hall, but you must give the Department one month’s proper written notice of vacating the apartment. A traditional residence hall may increase your housing expenses, and a transfer to a traditional residence hall is not a guaranteed option.

Each roommate must sign the Lease Agreement. Allowing others to reside in the apartment without approval is a violation of the Lease Agreement and may result in a notice to vacate the apartment.

**Subleasing**
Residents are not permitted to sublet or assign their apartments.

**Transfers and Changes**
Residents wishing to change apartments and/or transfer to a different apartment facility are required to complete a University Apartments Application to request the desired change. The application will be placed on the waiting list according to the date the new application was requested. Should an apartment become available, the apartment will be offered in waiting list order.

Should a current resident be offered a transfer to another apartment, that resident is required to provide the Department of Residence Life and Services a written notice by the first day of the month at least one month prior to moving before a change or transfer will be initiated. If a resident chooses to transfer out of the University Apartments into a traditional residence hall on campus, a one-month’s written notice is still required before a transfer will be initiated. Apartment changes, transfers, and assignments will be made on the basis of availability. No apartment change or transfer request based on discrimination by age, ancestry, color, creed, sexual orientation, disability, race, or religion will be granted.
ADDITIONAL FAMILY HOUSING INFORMATION

Family housing is available in the Kentwood South Apartments facility for married students and students with children. Some additional information specific to families has been included in this section. All University Apartments residents are responsible for all information listed in this *Guide to University Apartment Living*.

**Eligibility**
In order to reside in Missouri State Family Housing, residents must be admitted to Missouri State University, enrolled in at least 6 hours each semester, and married and accompanied by their spouse, or be a single parent with legal custody of their child. If parental custody status changes during the leasing period, and the Primary Lessee is not married, all occupants will be given one month to vacate the apartment. If marital status changes during the leasing period, and the Primary Lessee does not have children, all occupants will be given one month to vacate the apartment. The Primary Lessee may add or remove a Secondary Lessee to/from the Lease Agreement at his/her discretion. If the Primary Lessee moves out of the apartment, and the Secondary Lessee is not a Missouri State student or otherwise does not meet the criteria to live in family housing, all occupants will be given one month to vacate the apartment.

**Child Care**
The Department of Residence Life and Services does not provide child care. However, Missouri State offers two child care facilities on campus:

*University Child Care Center*, located at 500 South Avenue in the South Street Christian Church, is licensed by the Division of Family Services of the State of Missouri for children ages two to five. UCCC serves the students, faculty, and staff of Missouri State, the host church, and the community. Daytime child-care services are provided according to the Missouri State academic calendar. Care is also available for school-age children up to 12 years old during the summer. For more information and cost, contact UCCC at (417) 866-0980 or visit [http://universitychildcarecenter.org](http://universitychildcarecenter.org).

*Missouri State Child Development Center*, at 609 East Cherry Street, is an infant/toddler laboratory on the Missouri State campus as a part of the Missouri State University Child Development Center. It is housed in a facility specifically designed for infants, toddlers, and preschoolers. Enrollment is open to children of students, faculty, staff, and the community. The laboratory accepts children ages six weeks to five years of age for full-time enrollment only. The Center follows the Missouri State staff calendar for holiday closings and for snow days. For more information and cost, contact the Center at (417) 836-6759 or (417) 836-7650, or send email to ECFD@missouristate.edu. See their website also, at [http://education.missouristate.edu/cdc](http://education.missouristate.edu/cdc).

The *Missouri Child Care Resource and Referral Network* serves as a network of Child Care Resource and Referral agencies for all 115 counties of Missouri. For information on how to recognize and find quality child care, call your local CCR&R at the Council of Churches of the Ozarks at (417) 887-3545 or toll-free at 800-743-8497.

**Child Safety and Supervision**
- Children’s wading pools (see size limits, page 19) must be emptied and left inverted or standing when they are not immediately supervised by an adult.
- Parents may request University-provided bed guard rails and ladders for children using bunk beds.
• Parents should instruct children not to lean or push on windows or screens. Screens are designed to keep pests out, not children in.
• Infants and toddlers should be supervised at all times when playing in common areas.
• School bus safety: All drivers must stop for school buses that are loading or unloading children. Failure to stop is a violation of state law and carries a fine of $100 or more.
• Children should be instructed to use playground equipment for the purposes for which they were initially intended.
• Hazardous or broken playground equipment should be reported to Residence Life staff.
• Bicycles and battery-operated cars should be ridden slowly and with extreme care in courtyards and other common areas. Children who are unable to maintain complete control at all times should not be allowed to ride unsupervised. Helmets should be worn at all times.
• Bicycles should be locked in the bicycle rack or kept inside the apartment. Large outdoor toys need to be stored inside the apartment or on the apartment’s individual concrete patio only, not in the grass. Missouri State University is not responsible for any stolen outdoor property.

Childproofing within an apartment is encouraged; however, residents must inform the Department of Residence Life and Services should renovations become invasive (the use of childproofing equipment that requires screws, etc.).

Family Violence Center
Each year the Family Violence Center helps thousands of women and children by providing shelter and other services:

- 24-Hour Hotline: (417) 864-SAFE (7233) or 1-800-831-6863
- Business Office: (417) 837-7700

Keys for Dependent Children
Additional keys/access cards to the apartment, and therefore access to other residence halls and services, may be issued upon request to dependents aged 12 and older. Parents are responsible for lost keys and access cards, and any charges associated with any loss of children’s keys will be charged to the Primary Lessee.

It is the responsibility of all parents/guardians to provide adequate supervision of their children at all times. Children under the age of 12 must not be left unattended. **Staff will not issue keys to children younger than the age of 12; if no adult is home, appropriate authorities will be contacted.** Missouri State University retains the right to use all available lease provisions and to cooperate with any local or state agency when cases of child neglect or abuse are made known. Parents/Guardians are responsible for the behavior of their children and the consequences of their behavior. Missouri State University will not be held responsible for child injuries as a result of negligence, falls from any and all University-provided equipment (i.e., beds, playground, etc.), or other incidents.

Public Schools
All apartments in Missouri State Family Housing are located within the Springfield Public Schools district. School-aged children living in Kentwood South will attend the following schools:

- Rountree Elementary School (Kindergarten through Grade 5)
- Jarrett Middle School (Grades 6–8)
- Central High School (Grades 9–12)

There is no school bus transportation available. For more information regarding public schools and transportation, please contact Springfield Public Schools located at 940 North Jefferson Avenue, Springfield, MO 65802, or call (417) 523-0000.
SAFETY AND SECURITY

Emergency Procedures
In the event of an emergency, assistance may be obtained by contacting an RA, a Hall Director, Assistant Hall Director, or the reception desk. Give a clear description of the problem, your location (including floor and apartment number), and your name. It is a good idea to keep emergency numbers close to your telephone.

Fire Regulations
All students are required to follow the fire and safety regulations listed here. Periodic fire drills are required to insure that students know what to do in the event of a fire. All students should be on the alert to prevent fires. Students should be familiar with the fire instructions that are posted in each apartment. All residents and visitors are required to evacuate the residence hall/apartment facility when the fire alarm is sounded. Those refusing to cooperate with staff or evacuate the residence hall/apartment facility are subject to disciplinary action.

In the event the fire alarm sounds:
- Everyone is required to leave the residence hall/apartment facility at once, using the nearest stairway exit (if applicable). Depart the apartment immediately, but dress in preparation for exiting into the outdoors (shoes, coat, etc.), if the situation permits.
- Lock your door.
- Never use the elevator during a drill or actual fire.
- If you are away from your apartment when the fire alarm sounds, do not return to your apartment but leave the residence hall/apartment facility via the nearest exit.
- Do not return to the residence hall/apartment facility until given the all-clear signal by Safety or Residence Life staff.

In the event of a fire:
- Contain the fire, if possible, by closing the door. It is essential that corridor and stairwell doors be kept closed at all times. Closed doors retard the travel of smoke, heat, toxic gases, and fire from the area of origin.
- Notify the reception desk or your RA, Hall Director, Assistant Hall Director immediately. Fire alarms are located in each hallway of Dogwood and Sunvilla Apartments; and on the outside building of Kentwood South Apartments.
- Leave the residence hall/apartment facility by the nearest stairway, if applicable. Do not use the elevator. Close the apartment doors behind you. Try to remain calm.
- No matter how small the fire, and even if it is already extinguished, report it to the reception desk or your Hall Director immediately.
- Do not return to the residence hall/apartment facility until given the all-clear signal by the Residence Life staff.

Periodic fire drills are required to insure that students know what to do in the event of a fire. All residents should be on the alert to prevent fires. Residents should be familiar with the fire instructions that are posted in each apartment. All residents and visitors are required to evacuate the apartment facility when the fire alarm is sounded. Those refusing to cooperate with staff or to evacuate the apartment facility are subject to disciplinary action.
Corridors and Fire Doors
It is absolutely essential that corridor and stairwell doors be kept closed at all times. Closed doors retard the travel of smoke, heat, toxic gases, and fire from the area of origin.

Personal Property
Students are encouraged to identify personal property (bikes, stereos, TVs, etc.) with a driver’s license number. An engraver is available at the reception desk of all residence halls.

Physical/Verbal Threats and Harassment
If you are physically threatened or harassed, immediately contact the Hall Director, RA or the reception desk for assistance. If you receive verbal threats/harassment over the telephone, please follow these procedures:

- Note the exact time of the call.
- Note if the call came from on campus (one ring) or off campus (two rings)
- Write down as accurately as possible all statements made by the caller.
- Listen to the voice to determine gender, age, accent, and any other distinguishing features of the voice.
- Listen for any background noises (vehicular noises, alarms, voices, etc.).
- After the call is ended, notify your RA, Hall Director, or reception desk.

In the event of a bomb threat requiring evacuation, residents will be alerted to the situation and asked to follow standard evacuation procedures outlined for fire emergencies and drills. A bomb threat, even one made as a prank, is a violation of both federal and local laws, punishable by a fine and prison sentence.

Tornadoes and Severe Weather
Two types of tornado alerts are issued by the National Weather Service: tornado watch and tornado warning. Students should be familiar with the distinction because it dictates which course of action to follow. All students should also become familiar with the tornado emergency procedures for their living areas.

Tornado Watch: A tornado watch signifies that a tornado may develop. The National Weather Service will issue a tornado watch for a specific time period and geographical area. (Springfield is located in Greene County.) Residents should monitor both television and radio weather bulletins to listen for details and changes in weather conditions.

Tornado Warning: A tornado warning is issued when a tornado has been sighted in the immediate area. The civil defense sirens will sound when a tornado warning has been issued. In the event of a tornado warning:

- Do not remain in any area that has glass windows, especially lobbies.
- Cooperate fully with all Residence Life staff. Those refusing to cooperate with staff or to evacuate to a designated area are subject to disciplinary action.

Dogwood and Sunvilla Apartments
- Close and lock your apartment and close hallway doors behind you. Bring a book, radio, and flashlight with you if they can be quickly located.
- Move to the basement immediately, remaining there until the all-clear signal is given.
Kentwood South Apartments

- In case of a **tornado watch**, stay in your apartment and monitor the news weather bulletins.
- In case of a **tornado warning**, go to your apartment’s bathtub and cover yourself with a mattress, a heavy blanket, or other material to protect yourself from glass or falling objects.

### Elevators

Passenger elevators located within the residence halls are provided for use by residents, their guests, and residence hall staff. In order to keep elevators in safe working condition, the following actions are prohibited and may result in disciplinary action:

- Smoking in the elevators.
- Intentional damage and/or vandalism to the elevators, such as prying elevator doors open, jumping or rocking, etc.
- Use of emergency alarms, emergency stops or the elevator telephone in other than emergency situations.
- Evacuating people from the elevator without assistance from trained personnel.

If you are trapped in an elevator, sound the alarm or use the emergency phone to notify Missouri State Safety and Transportation of your situation. Elevators that are repeatedly vandalized may be shut down.

### Security Systems

#### Card Access Security System

A card access system permits residents to gain entry to their halls at all times but limits the entrance of non-residents during specified hours.

Access cards are issued to residents upon their arrival to University housing. Card access is an electronic security system that helps maintain the security of all the outside doors of all residence halls. Access cards issued to students allow entry into their assigned apartment facility and other specified doors.

Lost cards should be reported immediately to the reception desk. The card may be replaced at the reception desk for a $25.00 charge. A student who pays for a replacement card, then finds and returns the lost card within three months, will be issued a $10.00 refund. During the evening and on weekends, a temporary access card may be provided at the reception desk. Access cards which are not working properly may be exchanged, at no charge, at the reception desk.

The access card should be returned with apartment keys when residents check out of the apartment. Cards should be returned in good condition and must be reusable and free of markings to avoid additional charges. To maintain the safety and security of all residence halls and apartment facilities, residents are asked not to permit “tailgating.” This means that persons not in possession of an appropriate access card should not be permitted to enter a residence hall or apartment facility without a host. Courtesy phones are available in the entryways of Dogwood Apartments, Kentwood Hall, and Sunvilla Tower so guests may contact residents they wish to visit. Residents are prohibited from loaning or giving their access card to others.

#### Community Watch

Much like the Neighborhood Watch program found in many communities, we ask you to watch out for and protect your “home” and the members of your “neighborhood.” The safety and security of each apartment facility depends, in part, on the actions and responsibility exercised by each community
member. No lock or security measure is effective when ignored or used improperly. So, for your own safety and the safety of your fellow residents, please observe appropriate safety and security measures.

**Criminal Background Searches**

All student workers, as part of the hiring process, will have their personal information submitted for a criminal background search. While they may begin working, the final status of employment will be determined once the background search is communicated back to the University.

**Door Security**

In addition to exterior door security, every resident’s apartment door is equipped with a security peephole and a deadbolt. Residents should utilize these and other common-sense measures when uncertain about a visitor.

**Surveillance Systems**

To assist with the overall security of the residence halls, surveillance cameras, card access activity logs, and other means of personally identifying and monitoring the activities of students and staff are utilized.

**Windows, Screens, Ledges, Balconies, and Roofs**

The misuse of windows and window screens can present serious safety hazards to residents and other University community members. The following guidelines are in place to address these concerns:

- Residents may not remove the screens or window stops from their apartment windows at any time, nor take any action that may tend to damage the window, window screens, tracks, or closures.
- Residents are instructed not to lean against any window or to stand upon any structure(s) or item(s), such as heating units, crates, or books, in front of any window within the apartment facilities. All bunked beds must be placed three feet out from all glass windows and sliding doors.
- No objects of any type may be thrown, dropped, pushed out of, placed outside of, or allowed to fall from any apartment facility window or balcony.
- No one is permitted on ledges, nor are items to be placed on ledges.
- No one is permitted on roofs or overhangs, nor are items to be placed on roofs or overhangs.
- In Dogwood Apartments, balconies are not to be considered entrances or exits; no climbing is permitted on balconies; it is not permitted to hang anything to or from balconies (including plants, bicycles, or satellite dishes); no storage of anything except outdoor furniture/grills is permitted on the balconies. No outdoor grilling equipment of any kind may be operated on the balconies.

Due to the severity of this safety concern, the Department of Residence Life and Services will hold responsible the resident(s) of the apartment in which a violation of these policies has occurred.

*All parties will be charged a $100.00 fine per violation (a) if items are thrown from a window or balcony, (b) if someone is on a window ledge or roof, (c) a screen has been removed or (d) a $25.00 fine if a window stop is removed.*

Screen removal and/or damage will result in a replacement/repair charge. Window stickers outlining these charges are posted on or near every window. Removing, defacing, or damaging these window stickers, or any violation of the guidelines previously cited, will result in a referral for disciplinary charges, in addition to any monetary charge incurred. Any damage to windows, window stickers, screens, tracks, closures, and/or balconies should be reported to a Residence Life staff member immediately.
General Security Suggestions

- Lock apartment doors and windows and use the patio door security bar when leaving the apartment, even for a short period of time.
- Do not allow small children to climb on windows.
- Promptly report non-working parking lot and street lights and all suspicious activity to the Department of Safety and Transportation.
- Keep vehicles locked at all times and store valuables out of sight.
- Do not leave clothing or belongings unattended in the laundry room washers and dryers.
STUDENT CONDUCT

A primary aim of the Residence Life program is to maintain an atmosphere that is conducive to the pursuit of academic goals and personal growth. In order to achieve this goal, it is important to remember that a large number of individuals live together in a residence hall and apartment facility. This situation requires residents to accept the responsibility involved with living in a community environment and to make a special effort to be aware of how their actions affect their neighbors and roommates. To this end, policies and community standards for the residence halls and apartment facilities have been developed to establish an environment in which a large number of students may live together with maximum freedom while recognizing the rights and safety of fellow residents. Residents are encouraged to learn responsible decision-making, develop an appreciation for community standards, respect individual rights and property, practice good citizenship, and understand the policies of the University within the context of a community living environment.

The student conduct system is an active approach to problems that may arise in a residence hall living environment. The system allows for the growth and development of individual residents, making them accountable for their actions and the consequences of these actions and decisions. When a resident violates the basic standard of community living by endangering the safety of other residents or violating any of the policies outlined by this Guide, this behavior is addressed through the Residence Life and/or University student conduct system.

Documentation of Violations
Residence Life staff, including Resident Assistants, Residence Hall Directors, Assistant Hall Directors, night hosts and receptionists are required to confront violations of residence hall policy.

Incident Reports
An Incident Report is written and filed with a Residence Life administrator. Residents cited in an Incident Report for an alleged violation of policy receive written communication informing them of their next step in the process to resolve the situation. Residents are asked to respond in a timely fashion to all communications involving student conduct concerns. Failure to do so can result in further disciplinary action.

Adjudication of Alleged Policy Violations
Information about the student conduct process, including student rights, responsibilities, due process, hearing procedures and sanctions, may be located under Policies on the Current Students page of the Missouri State web site at http://www.missouristate.edu.
Residence Hall/Apartment Facility Code of Student Conduct

Policies and Regulations
Any residence hall and/or University Apartment resident found to have violated the following community standards or University policies as outlined under Article IV of the University’s Code of Student Rights and Responsibilities (located at http://www.missouristate.edu/StudentConduct/12331.htm) is subject to disciplinary sanctions, conditions, and/or restrictions. Students will be held responsible for their own behavior. Community standards include, but are not limited to the following inappropriate behaviors:

1. **Alcoholic Beverages (Reference 4.11 of the Code for more information)**
   a. Possession, use, sale and/or distribution of alcoholic beverages in the residence halls and University Apartments is prohibited.
   b. Possession of alcohol containers including one or more kegs, bongs, bottles and/or cans within the residence hall room and University Apartments is prohibited.
   c. Intoxication by individuals under the age of 21 in the residence halls and University Apartments is prohibited.

2. **Narcotics or Drugs (Reference 4.10 of the Code for more information)**
   Possession, use, sale and/or distribution of any narcotic, drug, non-prescribed medicine, chemical compound or other controlled substance or paraphernalia is prohibited in the residence halls and University Apartments, except as expressly permitted by law.

3. **Firearms and Weapons (Reference 4.12 of the Code for more information)**
   a. The possession and/or use of fireworks, firearms, handguns ammunition, lethal weapons, blowguns, explosives, noxious materials, incendiary devices and dangerous chemicals in the residence halls and University Apartments is prohibited.

   Possession of weapons on University premises is prohibited even by licensed holders of concealed handguns. Lethal weapons include any object so designed or adapted to be capable of taking a human life. Firearms, a blackjack, a knife with a blade over two inches in length, a billy, a slingshot, metal knuckles and a razor have been held to be lethal weapons. Kitchen knives and pocket knives with blades two inches or less may be permitted.

   b. Possession of items such as stun guns, pellet guns, dart guns, darts, paint guns, bows and arrows also are forbidden in the residence halls and University Apartments.

4. **Theft, Damage or Unauthorized Use (Reference 4.4 of the Code for more information)**
   a. Theft is defined as attempted or actual theft of any property belonging to the University, residence hall students, other members of the University, residence hall and University Apartment community, or University, residence hall and University Apartments visitors. Possession of property, knowing it to be stolen, is theft. This includes cable pirating and splitting/use of cable splitters.

   b. Damage is defined as attempted or actual damage to property belonging to the University, residence hall and University Apartments students, other members of the University, residence hall and University Apartments community, or University, residence hall and University Apartments visitors. Defacing, and/or unauthorized removal of University and residence hall property, including public area furniture, is damage and/or theft.
c. Unauthorized use is defined as attempted or actual use of credit cards, ZipCard, student ID, access card, telephone cards and/or personal checks including forgery, alteration, or misrepresentation of any form of identification.

5. Disorderly Conduct/Harassment (Reference 4.3, 4.16 and 4.19 of the Code for more information)

The following regulations include actions or behavior directed toward either students or staff:

a. Physical harm or threat of harm to any person;
b. Intentional, reckless or negligent conduct which threatens or endangers the health or safety of any person;
c. Disruptive or offensive behavior; lewd, indecent or obscene conduct, dress, or communication (written or verbal);
d. Harassment, including sexual harassment, acts or communications (including phone and e-mail) that are intended to intimidate or humiliate any person.

6. Tampering with Fire Equipment

Intentional sounding of a false alarm, pushing card access emergency release buttons, sounding emergency exit door alarms, false emergency call, attempting to ignite and/or the action of igniting a substance on fire, issuing a bomb threat, constructing mock explosive devices, or tampering with, destroying and/or possession of fire equipment, emergency signs and sprinklers, and discharging a fire extinguisher.

7. Unauthorized Entry/Exit, Possession or Use (Reference 4.7 of the Code for more information)

a. Unauthorized entry into, or use of Residence Life and Services facilities, including roofs, ledges, laundry facilities, mechanical areas, control rooms, unapproved room changes, etc.
b. Unauthorized possession of keys or unauthorized duplication, processing, production or manufacture of any key or access card for use in any residence hall or University Apartments facility.
c. Tailgating or allowing someone else to tailgate through a card accessed door.
d. Exiting emergency exit doors when alarmed.

8. Community Living Guidelines

a. Failure to abide by Courtesy and Quiet Hours as outlined by Quiet Hours policy.
b. Failure to follow the Overnight Guest Policy, including informing the guest of all policies and procedures.
c. Failure to abide by the Escort policy.
d. Smoking and/or possession of a lit substance, including candles (with or without wicks) and incense, in any apartment and/or in any public area including elevators, bathrooms, hallways, lounges, laundry rooms, lobbies, balconies, and in front of entrances.
e. Failure to abide by Visitation Hours in the residence halls.
f. Possession of items not allowed in the apartments and/or public areas, to include heaters/heating units, halogen torchiere lamps, sun lamps, fog machines, cinder blocks, lofts, waterbeds, candles, candle warmers, air conditioners, outside antennae, flammable fluids, incense, alcoholic beverages containers and non-university provided refrigerators,
microwaves, dishwashers, laundry machines/equipment, and no personal surveillance systems in public places. Heating blankets may be permitted if UL approved.

g. Selling and/or solicitation in the apartments, unless approved and co-sponsored by the hall council of the individual residence hall.

h. Operation of a bicycle, in-line skates, skateboard or other recreational devices in the apartment facility.

i. Participation in any type of sport activity in the hallways and/or public areas of the University Apartments.

j. Possession and/or care of animals other than fish in properly maintained aquariums of 20 gallons of water or less. No laboratory animals are permitted.

k. Playing of musical instruments cannot be heard outside a resident’s apartment at any time.

l. Use of darts and dartboards in any area of the University Apartments.

m. Students with a medical condition requiring injections must inform the Department of Residence Life and Services of that medical condition, as we insist upon providing a disposal unit for used needles in the apartment, which the Department will maintain and empty.

9. Failure to Comply with the Direction of University Officials (Reference 4.6 of the Code for more information)

Students must comply with the directions of Department of Residence Life and Services staff members acting in the performance of their duties. This includes meeting with residence hall officials as directed and following sanctions outlined as the result of a student conduct hearing.

10. Failure to Present Student Identification (Reference 4.6 of the Code for more information)

A student must present student identification on request by Department of Residence Life and Services staff members acting in the performance of their duties.

11. Providing False Information or Misuse of Records (Reference 4.1 of the Code for more information)

Dishonest or fraudulent behavior, such as furnishing false information to Department of Residence Life and Services staff members in the performance of their duties either verbally, or through forgery, alteration, or misuse of any residence hall document, record, or instrument of identification.

12. Vandalism (Reference 4.4 of the Code for more information)

Malicious destruction, damage or misuse of university property. This includes residence hall public area furniture and individual room furniture.

13. Lease Agreement

Violating the Terms and Conditions of the Lease Agreement.

14. Pool Use

Only residents of Dogwood Apartments, Kentwood South Apartments and Sunvilla Tower may use the Sunvilla pool. The University is not responsible for injury resulting from the use of any pool and its surrounding area. Since no lifeguard is on duty, students are asked to observe the following rules and regulations when using the pool facilities:
a. Pool hours are from 10:00 a.m. to dusk. Use of the pool is prohibited at times other than those specified.

b. No food or drinks are permitted in the pool.

c. No running in the pool area or horseplay in and around the pool.

d. Place trash in proper receptacles.

e. No glass containers are permitted in the pool area.

f. If a problem should arise in the pool area, notify the Sunvilla reception desk immediately.

g. All children younger than 12 years of age must be supervised by an adult at all times.

15. **Apartment Decorations** *(See Apartment Decorations and Modifications, pages 5–6)*

16. **Computer Use** *(Reference 4.17 of the Code for more information)*

   Policy and Ethics for Student Computer Use and Computer Network Use, as defined by the University’s Computer Services office.

17. **General Expectations** *(Reference 4.8 and 4.9 of the Code for more information)*

   Students are expected to comply with federal, state and local ordinances and other University regulations as prescribed in this *Guide to University Apartment Living*, the Lease Agreement and other University publications. In addition, all postings, signs or other forms of communications must be adhered to at all times. Residents are responsible for what takes place in their living unit.
The Code of Student Rights and Responsibilities of Missouri State University*

Article I: Student Rights

1.1 The following enumeration of rights shall not be construed to deny or disparage other rights not in conflict with this Code of Student Rights and retained by students in their capacity as members of the University Community or as citizens of the State or of the United States. This Code shall not be construed in any manner which might run counter to a reasonable construction of the Charter and Bylaws of the University and the direction of the Board of Governors, nor of the Constitution and Bylaws of the Faculty, nor of the Constitution of the Student Government Association; nor shall it be construed, interpreted, or applied in any manner which would seem detrimental to the privileges, purposes, aims, and goals of Missouri State University as a public institution of higher learning with a statewide mission in Public Affairs,

1.2 Federal and State constitutional guarantees of free inquiry, expression, and assembly are specifically restated as guarantees on this campus.

1.3 Students are free to pursue their educational goals and to have appropriate opportunities for learning in the classroom and on the campus as shall be provided by the University.

1.4 No disciplinary sanctions may be imposed upon any student without following minimal procedural due process, as described in Article VI of this code.

1.5 Within the limits of its facilities, the University shall be open to all applicants who are qualified according to the admission requirements, which may be adopted and established from time to time. An applicant may not be denied admission solely because of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees.

1.6 Discussion and expression of all views relevant to the subject matter is permitted in the classroom subject only to the responsibility of the instructor to maintain order and a climate conducive to learning, within the stated goals and purposes of the University.

1.7 All students shall have the right to be protected from prejudiced academic evaluations unrelated to academic performance based on the student’s views, opinions, political associations, organizational memberships, or the instructor’s biases based on the character of the student. Furthermore, all students shall have the right to appeal a grade to the instructor, the department head, the college dean, and the Provost. All grade remedies under other existing policies shall be protected under this Code.

1.8 Discussion and expression not inconsistent with the laws of the State and the United States, and in the manner, time, and place prescribed by University policy, are permitted within the institution. Support of any cause by orderly means is permitted, subject to the paramount rights of the University, the safety and rights of individuals, the protection of property, and the continuity of the educational process.

1.9 The University encourages expression of informative and differing viewpoints on issues and will support the presence on the campus of responsible persons representing various views. The University reserves the right to specify the conditions of time, place, and manner of speakers through the Expressive Activity Policy.

1.10 Organizations and groups may be established within the University for any lawful purpose. Affiliation with an extramural organization shall not, in itself, qualify or disqualify the University branch or chapter from institutional privileges. A group shall become an organization when formally recognized by the University according to the procedures and regulations established by the Office of Student Activities. No group may be so recognized or continue to be recognized if its purposes or programs are in conflict with this Code of Student Rights or with the laws of the State or of the United States.

1.11 A student group or organization may distribute written material on campus without prior approval provided that such distribution is consistent with the University’s Advertising, Distribution, Solicitation, and Facilities Usage Policy and the laws of the State or of the United States, and provided that it does not disrupt the operation of the University.

1.12 The student press is to be free of censorship. The editors and managers shall not be arbitrarily suspended because of student, faculty, administration, alumni, or community disapproval of editorial policy or content.
1.13 All students shall have the right to be represented in the Student Senate of the Student Government Association, and they shall further have all rights that constituents in democratic societies have including, but not limited to, the right of petition and recall of their representatives.

1.14 Students have limited rights of privacy, which extend to living quarters in residence halls. The following activities shall not be considered to impinge upon such rights of privacy: the entry of a room to provide maintenance inspections or repair services; entry when there is reasonable cause to believe that University regulations or laws are being violated; entry of a room when a student permanently vacates the room; entry of a room when a student vacates a room for a break period; the search of student rooms by civil authorities in accordance with local, state, or federal laws; the removal of substances or property in violation of University policy or law during a routine health or safety inspection; the removal of substances or property in violation of University policy or law when in plain view; and the removal of substances or property in violation of University policy or law during a situation when a University Official, in the course of his/her duties, believes an emergency situation exists which poses threat of harm to a member of the campus community or to University property. Students should not expect these limited rights of privacy to extend to computer accounts and electronic mail. The University reserves the right to access student files and accounts as a part of normal routine tasks and for the purposes of investigating alleged wrongdoing.

1.15 All students shall have the right to have their academic and disciplinary records protected from unauthorized access by any person without the written consent of the student involved, except under compulsion by a University hearing panel or court of law, the University Board of Governors, or as otherwise allowed by state and federal law.

1.16 All students shall have the right to access, according to published University regulations and/or procedures, all University structures where student fees or fines directly contribute to the upkeep of said buildings, except private offices and other areas where student access could compromise privacy. These buildings shall include, but are not limited to, the Plaster Student Union, Hammons Student Center, McDonald Arena, Meyer Library, Plaster Sports Complex, the Student Art Gallery, and Taylor Health and Wellness Center.

1.17 All students shall have the right to be secure from having their rights infringed upon by University administrators, faculty, support staff, or fellow students.

Article II: Responsibilities

Missouri State University has a single purpose: to develop educated persons. It is thus committed to the search for knowledge. It recognizes that human curiosity explores unknown intellectual worlds as well as unknown physical worlds. In a world where knowledge can become outdated in less than a decade, the University is committed to the discovery and dissemination of knowledge that serves the future.

Educated persons are developed through the interaction of competent, caring faculty and capable, motivated students, supported by dedicated professional staff. It is assumed that the three components of the University, faculty, students, and staff, come together as a community in pursuit of the single purpose of the University. In joining this community, students voluntarily assume certain responsibilities that are necessary for promoting the welfare of the community. Although no definitive list of responsibilities can ever truly be developed, the following represent the main responsibilities students assume by becoming citizens of the University community.

2.1 Academic integrity and honesty are the foundation of the University community. Students are expected to practice academic integrity in all assigned work. Students are also expected to be honest in all interactions with other students, faculty, and staff.

2.2 The University has the inherent right to promulgate appropriate rules and regulations for the orderly conduct of University business and the protection of the health and safety of the University community. Students are expected to comply with all published and stated rules and regulations.

2.3 Members of the faculty and staff have the authority to properly direct student conduct in concert with the authority stated above. Students are expected to comply with directives of University officials who are acting in performance of their duties. Students must comply with directives even when they disagree with the directives. A student retains the right to appeal an issued directive through the administrative structure that exists for the faculty or staff member who issued the directive, through established policies.

2.4 The search for knowledge can only take place within an atmosphere of open exchange. Open exchange can only take place in an environment of respect and civility. The University has an economically, culturally, and ethnically diverse population. Students are expected to respect differences of culture, lifestyles, and religions as well as to respect freedom of expression. Additionally, students are expected to behave in a manner that is both respectful and civil.
2.5 The campus and its grounds, facilities, and equipment are provided largely by the people of the State of Missouri for the student of the University. Students are expected to protect and guard these resources.

2.6 Individual compliance with University rules and regulations can only partially insure a safe and orderly environment. Being a responsible member of the community also implies encouraging behaviors in others which are consistent with these rights and responsibilities, discouraging behaviors which are inconsistent, and taking positive action in the face of violations. Minimally, students are expected to participate in the process of adjudicating violations of University expectations, rules, and/or regulations. This implies that students will report violations for which they have knowledge and participate in the judicial process as necessary.

2.7 Good Samaritan Policy. The welfare of our students is of the highest importance to Missouri State University. There will be times when individual students, both on and off campus, may be in critical need of assistance from medical or other professional personnel. Missouri State University hopes that these students will seek help and that other students will respond to obtain the help that their fellow student needs. To that end, Missouri State University intends to minimize any hesitation that students might have in obtaining help due to concern that their own behavior might be a violation of University policy.

While policy violations cannot be overlooked, Student Conduct staff members will consider the positive impact of reporting an incident on the welfare of students when determining the appropriate response for policy violations by the reporter of the incident. Any possible negative consequences for the reporter of the problem should be weighed against the possible negative consequences for the student who needs intervention. At a minimum, Missouri State University suggests that a student anonymously report any situation that would put the student in need in touch with professional help.

Examples where the Good Samaritan Policy may influence educational sanctions are:

- A female student is reluctant to report that she has been sexually assaulted because she had been smoking marijuana just prior to the assault.
- A student is reluctant to call an ambulance when a friend becomes unconscious following an excessive consumption of alcohol because the reporting student is under the age of 21 and also was consuming alcohol.
- A member of a student organization is reluctant to report a possible suicide attempt by a prospective member because prospective members have been required to perform activities that may be considered hazing.

In all three of these examples, a student’s physical and/or psychological well-being is in serious jeopardy.

2.8 Attending classes becomes a responsibility of students when they are admitted to the University and for as long as they are in good standing. Students are expected to attend class in accordance with the rights and responsibilities afforded them by the University’s Attendance Policy.

2.9 The primary interaction between faculty and students, which produces educated persons, is in the classroom in the individual course setting. Students are expected to master the course content in compliance with the syllabus of the course instructor. Requirements of participation in classroom discussion and submission of written exercises are not inconsistent with this document.

2.10 The course instructor has original jurisdiction over his/her class and may deny a student who is unduly disruptive the right to attend the class. Students are expected to master the course content in compliance with the syllabus of the course instructor. The student is expected to comply with all reasonable directives of the course instructor. The course instructor may have a student administratively withdrawn from a course upon showing good cause and with the concurrence of the department head. The appeals process in case of such administrative withdrawal shall be as stated in the undergraduate catalogue in the academic regulations under “Grade Re-Evaluation Based on Performance.”

2.11 Students may be held responsible for the behavioral acts of their guests and secondary lessees (applies to married and family housing) when such acts are in violation of the Code and occur on University premises or in conjunction with University-sponsored or -supervised activities.

Article III: Authority and Jurisdiction

3.1 The State of Missouri has delegated, by statute, authority for the governance of Missouri State University to the Board of Governors. This includes “full power and authority to adopt all needful rules and regulations for the guidance and supervision of the conduct of all students while enrolled as such” and the authority to enforce obedience to those rules and regulations. It also has the power to delegate disciplinary authority.

3.2 Generally, jurisdiction and discipline shall be limited to conduct which occurs on University premises or at University-sponsored activities, or off campus when it adversely affects the University Community and/or the pursuit of its objectives. Although the Judicial Advisor shall make the initial determination whether the alleged off-campus conduct
adversely affects the University Community and/or the pursuit of its objectives in order to file charges, the Dean of Students or a University Hearing Panel shall ultimately decide, through the hearing process, whether the Student Code shall be applied to conduct occurring off campus, on a case-by-case basis.

3.3 Each student shall be responsible for his/her conduct from the time of application for admission through the actual awarding of a degree, even though conduct may occur before classes begin or after classes end, as well as during the academic year and during periods between terms of actual enrollment (and even if their conduct is not discovered until after a degree is awarded). The Student Code shall apply to a student’s conduct even if the student withdraws from school while a disciplinary matter is pending.

**Article IV: Proscribed Conduct**

Any student found to have committed any of the following misconduct is subject to the disciplinary sanctions outlined in Article VII. The University cannot develop a list of acts of misconduct that can accurately describe or anticipate every possible act of a student. The authority to determine if a specific act is subject to disciplinary sanction shall be left with the judicial authority hearing the specific case.

4.1 Acts of dishonesty that are related to a student’s academic performance, and any incident of alleged academic dishonesty committed by any student at Missouri State University outside of the context of enrollment in any particular course, are governed by the Student Academic Integrity Policies and Procedures. This document is available in the “Undergraduate Catalogue,” at [http://www.missouristate.edu/provost/](http://www.missouristate.edu/provost/) and in the Office of Academic Affairs. Any one of the following acts constitutes academic dishonesty: cheating, fabrication, plagiarism, or facilitating academic dishonesty. Definitions of these acts are included in **Article X: Definition of Terms**. When an act of dishonesty is of a non-academic nature, the policies of this Code are in effect. Acts of dishonesty may include, but are not limited to, the following:

- Furnishing false information to any University official, faculty member, or office.
- Forgery, alteration, or misuse of any University document, record, or instrument of identification.
- Tampering with the election of any student organization.

4.2 Disruption or obstruction of teaching, research, administration, disciplinary proceedings, other University activities, including its public-service functions on or off campus, or other authorized non-University activities, when the act occurs on University premises.

4.3 Harassment, which is unwelcome conduct toward another person or an identifiable group of persons which is severe and pervasive and has the purpose or effect of creating an intimidating, hostile, or offensive learning, working, or living environment.

4.4 Attempted or actual theft of and/or damage to property of the University or property of a member of the University community or other personal or public property.

4.5 Hazing, an act that endangers the mental or physical health or safety of a student, or which destroys or removes public or private property, for the purpose of initiation, admission into, affiliation with or as a condition of continued membership in, a group or organization. The express or implied consent of the student will not be a defense. Apathy or acquiescence in the presence of hazing are not neutral acts; they are violations of this policy.

4.6 Failure to comply with directions of University officials or law enforcement officers acting in performance of their duties and/or failure to identify oneself to these persons when requested to do so.

4.7 Unauthorized possession, duplication, or use of keys to any University premises or unauthorized entry to or use of University premises that have restricted access.

4.8 Violation of University policies, rules, or regulations published in University documents: “The University Catalogue”, “Policy and Ethics for Student Computer Use and Computer Network Use”, “The Guide to Residence Hall Living”, “The Guide to University Apartment Living”, the University’s “Current Students” web page ([http://www.missouri state.edu/student.asp](http://www.missouri state.edu/student.asp)) or other web sites, or in other sources with which a student could reasonably be expected to be familiar.

4.9 Violation of federal, state, or local laws and ordinances on University premises or at University-sponsored or -supervised activities. Violations that occur off campus when the conduct adversely affects the University community and/or the pursuit of its objectives.

4.10 Use, possession, or distribution of narcotic or other controlled substances, or drug paraphernalia except as expressly permitted by law. Recommended minimum sanctions for the possession of drug paraphernalia and use or possession of marijuana or other controlled substances are outlined in 7.13.
4.11 Use, possession, or distribution of alcoholic beverages except as expressly permitted by the law and University regulations, or public intoxication. Recommended minimum sanctions for violations of the alcohol policy are outlined in 7.13.

4.12 Unauthorized fireworks and unauthorized possession of firearms, explosive weapons, and other weapons, as defined by Missouri Revised Statutes, on University premises. Authorization to possess such items on University property may be granted by the President and delegated to the Director of Safety and Transportation or his/her designee.

4.13 Tampering with fire alarms, extinguishers, and/or other safety equipment.

4.14 Participation in a campus demonstration which disrupts the normal operations of the University and infringes on the rights of the University community; leading or inciting others to disrupt scheduled and/or normal activities within any campus building or area; intentional obstruction which unreasonably interferes with freedom of movement, either pedestrian or vehicular, on campus.

4.15 Obstruction of the free flow of pedestrian or vehicular traffic on University premises or at University-sponsored or -supervised functions.

4.16 Conduct, which is

- Disorderly, lewd, indecent, or obscene; or
- A breach of peace; or
- Aiding, abetting, or procuring another person to breach the peace on University premises or at functions sponsored, or participated in, by the University; or
- Unauthorized Surveillance: making unauthorized video or photographic images of a person in a location in which that person has a reasonable expectation of privacy, including, but not limited to, shower/locker rooms, residence hall rooms, and men's or women's restrooms. Also prohibited is the storing, sharing, and/or other distribution of such unauthorized images by any means.

4.17 Abuse of computing resources, including but not limited to:

- Share a University account password with others, allowing anyone else to use your account, or use someone else's account.
- Copy, share, upload, download, send, or knowingly receive copyrighted or trade/service marked materials without authorization.
- Fraudulently access and interfere with computer systems, resources, data or other users.
- Examine, alter or attempt to examine or alter another computer user's private files or electronic communications without authorization.
- Use or alter electronic communications to hide your identity or impersonate another party.
- Disrupt, attempt to disrupt, or support the disruption of University or external information technology services, systems, or users.

4.18 Physical Misconduct, including but not limited to:

a. inflict bodily harm or unwanted physical contact upon any person.

b. take any action for the purpose of inflicting harm upon any person.

4.19 Sexual offenses specifically include, but are not limited to, the following acts with another person which occur without the consent (see 10.4) of the other person:

a. Forcible Sexual Offense: the involvement in any sexual act with another person, without the consent of the other person, in which there is force which overcomes reasonable resistance; or the threat of force, expressed or implied; or the use of duress or deception. The recommended minimum sanction shall be dismissal.

b. Nonforcible Sexual Offense: The involvement in any sexual act with another person, without the consent of the other person, particularly when the other person is incapacitated by drugs, alcohol, mental deficiency, or other disability. The recommended minimum sanction shall be suspension for one year.

c. Nonconsensual Sexual Contact: any intentional touching, without the consent of the other person, of the genitals or anus of any person, or the breast of any female person. The recommended minimum sanction shall be suspension for one semester (a summer semester does not satisfy this requirement).

d. Sexual Related Offenses: obscene or indecent behavior that is sexually motivated, including but not limited to indecent exposure and voyeurism. The recommended minimum sanction shall be Denial of Privilege to Re-enroll for a minimum of one semester (a summer semester does not satisfy this requirement). In addition, before readmission
will be granted, the individual must submit a psychiatric evaluation, which clearly demonstrates that s/he is not a danger to her/himself or others.

e. Sexual Harassment: which includes any unwelcome sexual advances, requests for sexual favors, or other unwelcome written, verbal, or physical contact of a sexual nature when:

- submission to such conduct is made, explicitly or implicitly, a term or condition of an individual’s education, employment, or participation in a University program or activity;
- submission to, or rejection of, such conduct by an individual is used as the basis for decisions affecting that individual’s academic standing, employment status, or participation in a University program or activity; or
- such conduct has the purpose or effect of unreasonably interfering with an individual’s academic or work performance, or creating an intimidating, hostile, or offensive environment for that individual’s employment, education, or participation in a University program or activity. (This third situation is commonly known as hostile environment sexual harassment.)

The recommended minimum sanction shall be Disciplinary Probation for one semester (a summer semester does not satisfy this requirement). In addition, other sanctions may be applied, as needed: e.g., moving from one residence hall to another or a required change of academic schedule.

4.20 Abuse of the Judicial System, including but not limited to:

- Failure to obey the summons of a judicial body or University official.
- Falsification, distortion, or misrepresentation of information before a judicial body.
- Disruption or interference with the orderly conduct of a judicial proceeding.
- Institution of a judicial proceeding knowingly without cause.
- Attempting to discourage an individual’s proper participation in, or use of, the judicial system.
- Attempting to influence the impartiality of a member of a judicial body prior to, during, and/or after a judicial proceeding.
- Harassment (verbal or physical) and/or intimidation of a member of a judicial body prior to and/or during the course of the judicial proceeding.
- Failure to comply with sanction(s) imposed under the Code of Rights and Responsibilities.
- Influencing or attempting to influence another person to commit an abuse of the judicial system.

Article V: Violation of Law and University Discipline

5.1 University disciplinary proceedings may be instituted against a student charged with conduct that potentially is a violation of criminal law and this Code, for example, if both violations result from the same factual situation, without regard to the pendency of civil or criminal litigation in court or criminal arrest and prosecution. Proceedings under this Code may be carried out prior to, simultaneously with, or following civil or criminal proceeding off-campus at the discretion of the Dean of Students or his/her designee. Determinations made or sanctions imposed under this Code shall not be subject to change because criminal charges arising out of the same facts giving rise to violation of University rules were dismissed, reduced, or resolved in favor of or against the criminal law defendant.

5.2 When a student is charged by federal, state, or local authorities with a violation of law, the University will not request or agree to special consideration for that individual because of his or her status as a student. If the alleged offense is also the subject of a proceeding before a judicial body under the Code, however, the University may advise off-campus authorities of the existence of the Code and of how such matters will be handled internally within the University community. The University will cooperate fully with law enforcement and other agencies in the enforcement of criminal law on campus and in the conditions imposed by criminal courts for the rehabilitation of student violators. Individual students and faculty members, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

Article VI: Judicial Policies

6.1 Any member of the University community may file charges against any student for misconduct. Charges shall be prepared in writing and directed to the Dean of Students Office, which is responsible for the administration of the University judicial system. Any charge should be submitted as soon as is reasonably possible after the event takes
place, but in any case, no longer than one calendar year from the date the person knew or should have known the facts.

6.2 The Judicial Advisor may conduct an investigation to determine if the charges have merit and/or if they can be disposed of administratively by mutual consent of the parties involved on a basis acceptable to the Judicial Advisor. Such disposition shall be final and there shall be no subsequent proceedings.

6.3 All charges shall be presented to the accused student in written form. The written notice of charges will contain the following:
   a. The sections of the Code or other University policies allegedly violated;
   b. Date, time, and place, the alleged violation occurred;
   c. A concise summary of the alleged violation;
   d. A list of the complainant’s witnesses (to be supplemented later if necessary); and
   e. A deadline for meeting with the Judicial Advisor.

6.4 The student accused of violating the Code will meet with the Judicial Advisor by the deadline assigned in the letter of charges. At this meeting the following matters will be decided:
   a. The Judicial Advisor will go over the charges and give a summary of the information to be presented as to allow preparation of refutation;
   b. The Judicial Advisor will answer any questions and provide any necessary clarification of the Code and/or its procedures;
   c. The student accused of violating the Code will complete and sign an adjudication form;
   d. The Judicial Advisor will assist both the accused and the complainant to secure necessary information for the purpose of facilitating and understanding a hearing before a judicial body (when necessary);
   e. In the event a hearing is necessary, a hearing authority (i.e., University hearing panel, Residence Life Student Conduct Board, etc.) will be determined and agreed upon;
   f. In the event the accused student and the Judicial Advisor cannot reach agreement on responsibility for a violation or appropriate sanctions, the student will choose as the hearing authority either the Dean of Students (or the Dean’s designee) or a hearing panel;
   g. If the student fails to meet with the Judicial Advisor or fails to complete the adjudication form, the Judicial Advisor shall assume a plea of not responsible and assign the Dean of Students (or designee) as the hearing authority;

6.5 When a student enrolls at the University, s/he does so voluntarily and in so doing implicitly accepts certain obligations of performance and behavior established by the University, as defined in this Code and other official University publications. The development of self-discipline is a goal of education, and the disciplinary process is intended to be educational in nature. The judicial system described herein is designed to further the educational process; therefore, it is not comparable to, or a substitute for, jurisprudence under a criminal code. Therefore, formal rules of process, procedure, and/or technical rules of evidence, such as are applied in criminal or civil court, are not used in student conduct proceedings. The procedures outlined below are designed to balance the rights and responsibilities of the student accused of wrong doing with the rights of the accuser, other students, members of the academic community, and the public. Hearings shall be conducted by a judicial body in order to provide a fair opportunity for hearing of the student’s position, explanations, and information according to the following guidelines:
   a. Hearings normally will be conducted in private. At the request of the accused student, and subject to the agreement of the accusing party and the discretion of the chairperson, a hearing can be open to the public. When a hearing is opened, persons in the audience are not permitted to participate.
   b. Admission of any person to the hearing shall be at the discretion of the judicial body and/or its Judicial Advisor. The complainant and the accused student must each inform the Judicial Advisor of witnesses who they intend to have provide information at the hearing at least 24 hours in advance of the hearing.
   c. The presiding officer may cause to be removed from the hearing any person, including the accused student or an advisor, who disrupts or impedes the investigation, or who fails to adhere to the rulings of the chairperson. The chairperson may direct that persons, other than the accused student or the complainant, who are to be called upon
to provide information, be excluded from the hearing except for that purpose. The members of the hearing authority may conduct private deliberations at such times and places as they deem proper.

d. The complainant must appear in support of the charge(s) before the hearing authority designated. If the complainant fails to appear, charges may be dropped at the discretion of the Judicial Advisor.

e. If the accused student has been properly notified of the hearing, but fails to appear, the hearing may take place in his/her absence and will be binding on the accused student. Only upon showing of exceptional circumstances (to be determined by the chairperson of the hearing authority) will the accused student be granted a new hearing on the basis of absence. In judicial hearings and/or conferences, it shall be presumed that the notice of a hearing/conference has been received if the notice is furnished in one of the following ways: notice is sent by regular, registered, or electronic mail to the address provided by the student to the Office of Student Conduct or that is on record in the Registrar’s Office, or, if undeliverable, to the permanent address of record.

f. In hearings involving more than one accused student, the judicial advisor, in his or her discretion, may recommend the hearings concerning each student be conducted separately. The decision to conduct the hearings separately is at the sole discretion of the chairperson of the judicial body.

g. The complainant and the accused have the right to be assisted by any advisor they choose, at their own expense. The advisor may be an attorney. The complainant and/or the accused is responsible for presenting his or her own information and, therefore, advisors are not permitted to speak or to participate directly in any hearing before a judicial body. It is the responsibility of the complainant and the accused to notify the Judicial Advisor of the identity of the advisor secured no later than three (3) days in advance of the hearing date.

h. In consideration of the limited role of advisors and of the compelling interest of the University to expeditiously resolve allegations of violations of the Code, the work of a hearing authority will not, as a general practice, be delayed due to the unavailability of an advisor.

i. Presenting information and challenging presented information at a hearing are rights available to both the accused and the complainant. However, direct questioning by the complainant or the accused student is not an inherent right and in certain cases may be denied by the chairperson.

j. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure that the witness appears. Because experience has demonstrated that the actual appearance of an individual is of greater value than a written statement, the latter is discouraged and should not be used unless the individual cannot reasonably be expected to appear. Any written statement must be dated, signed by the person making it, and witnessed by a University employee. The work of a hearing authority will not, as a general practice, be delayed due to the unavailability of a witness.

k. The chairperson will accept for consideration all matters, which reasonable persons would accept as having probative value in the conduct of their affairs. Unduly repetitious, irrelevant, or personally abusive material should be excluded.

l. Pertinent records, exhibits, and written statements may be accepted as information for consideration by a judicial body at the discretion of the chairperson.

m. All procedural questions are subject to the final decision of the chairperson of the judicial body.

n. After the hearing, the judicial body shall determine (by majority vote if the judicial body consists of more than one person) whether the student has violated each section of the Code, which the student is charged with violating.

o. The judicial body’s determination shall be made on the basis of (whether it is more likely than not) that the accused student violated the Code. In cases of Residence Hall Expulsion, University Suspension, or Dismissal, the judicial body’s determination must be supported by substantial information.

p. If a disability prevents a student from speaking, a non-attorney advisor may speak on behalf of that student. This does not preclude the student from being directed to testify and to reply to questions directed to him/her.

6.6 There shall be a single verbatim record, such as a tape recording, of all hearings before a judicial body. The record shall be the property of the University. The complainant and the accused student shall not be allowed to make a separate recording of any type (see also 8.4).
6.7 Except in the case of a student charged with failing to obey the summons of a judicial body or University official, no student may be found to have violated the Code solely because the student failed to appear before a judicial body. In all cases, the information in support of the charges shall be presented and considered.

6.8 The records of a student may be encumbered under this Code when a student:

- Is given sufficient notice to respond to a letter of disciplinary charges and fails to respond, or
- Does not fulfill a disciplinary sanction within the deadline established by a hearing body or by agreement with a Judicial Advisor, or
- Has received a sanction prohibiting future enrollment, or
- Has indicated a felony conviction on the application for admission and must have a conference with the Associate Dean of Students to determine the need for any parameters on conduct prior to registration for classes, or
- Has been summoned by the Dean of Students or a designee for a meeting concerning the student’s alleged misconduct and will not comply with the request.

The purpose of an encumbrance is to compel a student to fulfill an obligation to the Dean of Students Office. An encumbrance of records denies the student the right to register for future classes until cleared by the Judicial Advisor, Dean of Students, or Vice President for Student Affairs. An encumbrance of records will be removed by a Judicial Advisor when the student fulfills the required conditions. A student receiving an encumbrance may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can amend the conditions of the encumbrance or remove the encumbrance.

Article VII: Sanctions

7.1 Once the hearing authority has determined that a violation of the Code has taken place, the hearing authority will determine a recommendation for a sanction appropriate to the violation. In determining its recommendation, the hearing authority will hear recommendations from the accused student and the complainant. The Judicial Advisor may introduce information of past violations by the accused student in order to establish why a recommended sanction is appropriate.

7.2 The following sanctions may be imposed upon any student found to have violated this Code:

a. Warning – A notice in writing to the student that the student is violating or has violated institutional regulations. A disciplinary record is maintained for one year from the date of imposition of the sanction.

b. Loss of Privileges – Denial of specified privileges for a designated period of time. A disciplinary record is maintained for one year from the date of imposition of the sanction.

c. Loss of Privileges – Denial of specified privileges for a designated period of time. A disciplinary record is maintained for one year from the date of imposition of the sanction.

d. Restitution – Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement. A disciplinary record is maintained for one year from the date of imposition of the sanction.

e. Discretionary Sanctions – Work assignments, service to the University, or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, research and a written statement, a referral for counseling, evaluation for alcohol/drug abuse, a psychiatric evaluation, or such other sanction deemed appropriate. A disciplinary record is maintained for one year from the date of completion of the sanction.

f. Level One Probation – A written reprimand for violation of specified policies. Probation is for a designated period of time and includes the probability of more severe disciplinary sanctions if the student is found to be violating any institutional policy during the probationary period. A disciplinary record is maintained for one year from the date of imposition of the sanction.

g. Level Two Probation – Serves as both a second chance and a final warning to the student. It is imposed for a specific period of time and affects the student’s good standing in the University. While on level two probation, the student may be declared ineligible to campaign for or hold office or other leadership roles in a student organization, or represent the University in any intercollegiate activity. If found responsible for a violation of the Code while on level two probation, this may result in suspension or dismissal. A disciplinary record is maintained until three years after graduation/separation from the University or after the condition imposed is satisfied, whichever is greater.
h. Level Three Probation – The highest level of probation. It is imposed for a specific period of time and affects the student’s good standing in the University. While on level three probation the student shall be declared ineligible to campaign for or hold office or other leadership roles in a student organization. The student shall not represent the University in any intercollegiate activity. If found responsible for a violation of the Code while on level three probation, it shall result in suspension or dismissal. A disciplinary record is maintained until three years after graduation/separation from the University or after the condition imposed is satisfied, whichever is greater.

i. Denial of Privilege to Re-enroll – This places the student on level three probation, permits the student to complete the current semester barring further violations, but prohibits the individual from enrolling for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified. While prohibited from enrolling, the student is denied access to University owned or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization’s activities on or off-campus. Records are encumbered. A disciplinary record is maintained until three years after graduation/separation from the University or after the condition imposed is satisfied, whichever is greater.

j. Residence Hall Probation – Probation is for a specified period of time and includes the probability of suspension or expulsion from residence hall living if the student is found to be in violation of institutional policies during the probationary period.

k. Parental Notification – The Family Educational Rights and Privacy Act (FERPA) permits an institution of higher education to disclose to parents or legal guardians the results of disciplinary hearings if the student is less than 21 years of age and has been found responsible for violating campus rules regarding the use or possession of alcohol or a controlled substance. Parents or guardians of students under the age of 21 will be notified of all violations of University narcotic or other controlled substance policies (Section 4.10) and those alcohol violations (Section 4.11) that result in an assessment for chemical dependency, residence hall probation, or a more severe sanction, as allowed under FERPA regulations.

l. Residence Hall Suspension – Separation of the student from the residence halls for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified. The student may be denied access to the residence halls during the suspension. A disciplinary record is maintained for one year from the date of completion of the sanction.

m. Residence Hall Expulsion – Permanent separation of the student from the residence halls. The student shall be permanently denied access to the residence halls. A permanent disciplinary record is maintained.

n. Suspension – Separation of the student from the University for a definite period of time, after which the student is eligible to return. Conditions for readmission may be specified. While on suspension, the student is denied access to University owned or leased grounds, facilities, equipment, computer networks, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending the student organization’s activities on or off campus. Records are encumbered. A permanent disciplinary record is maintained.

o. Dismissal – Permanent separation of a student from the University. When dismissed, a student is denied access to University owned, or leased grounds, facilities, and vehicles, and all University planned, promoted, or sponsored activities. In the case where a student is a member of a student organization, the student is prohibited from attending any student organization activity. Records are permanently encumbered. A notation is made on the student’s permanent academic record with removal resulting only from action by the President of the University. A permanent disciplinary record is maintained.

p. Revocation of Admission and/or Degree – Admission to or a degree awarded from the University may be revoked for fraud, misrepresentation, or other violation of University standards in obtaining the degree, or for other serious violations committed by a student prior to graduation.

q. Withholding Degree – The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this student conduct code, including the completion of all sanctions imposed, if any.

7.3 More than one of the sanctions listed above may be imposed for any single violation.
7.4 Other than dismissal, disciplinary sanctions shall not be made part of the student’s permanent academic record, but shall become part of the student’s confidential disciplinary record, which will be maintained in a specified area of the Dean of Students Office and shall be subject to the restrictions of the Family Educational Right to Privacy Act (FERPA).

7.5 Disciplinary cases that are incomplete, due to factors such as the student’s not responding to disciplinary charges or not fulfilling a sanction, remain a disciplinary record until required actions are completed by the student. Registration for subsequent terms or the conferral of academic degrees may be withheld pending the resolution of allegations of student misconduct.

7.6 The following sanctions may be imposed upon groups or organizations:

- Those sanctions listed above in Sections 7.2.a through 7.2.h.
- Revocation of University Recognition – Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.
- Dismissal – permanent revocation of University recognition,
- All disciplinary records concerning student organizations are maintained permanently for archival purposes.

7.7 In each case in which a judicial body determines that a student or student organization has violated the Code, the sanction(s) shall be determined and imposed by the Dean of Students. The Dean, in determining and imposing sanctions, shall consider the recommendation of all members of the judicial body. The Dean is not limited to sanctions recommended by the members of the judicial body. Following the hearing, the judicial body and the Dean shall advise the accused in writing of their determination and of the sanction(s) imposed, if any. A sanction imposed by the Dean may be appealed as described in Article VIII (see 8.2 c.). The Dean may designate the Director, Associate, or Assistant Director of Residence Life and Services to determine and impose sanctions upon students who live in the residence halls.

7.8 Temporary or Provisional Orders – In addition to the authority granted in section 2.3 of this Code, the Dean and Associate Dean of Students are empowered to impose temporary or provisional orders ex parte to preserve the status quo or to prevent the potential endangerment of persons or property. Such temporary or provisional orders are not intended to replace a hearing before a judicial authority. Such an order is intended to place parameters on individual behavior in order to avoid the necessity of a judicial hearing and allow the status quo to be maintained. Generally, such orders should be limited to those circumstances where the Dean has good cause to believe that the student, or the student’s behavior, poses a threat to the status quo of the University community or member(s). A student shall receive a written copy of the order, which specifies the conditions of the order, the duration of the order, the consequence for violation of the order, and how the record of the order will be maintained. Judicial Advisors may issue no-contact directives or temporary bans from campus property when approved by the Dean or Associate Dean of Students.

7.9 A student receiving a temporary or provisional order may seek relief from the Vice President for Student Affairs. The student shall request relief in writing. Upon review, the Vice President can amend the conditions of the order or remove the order.

7.10 Interim Suspension – In certain circumstances, the Dean of Students, or a designee, may impose a University or residence hall suspension prior to a hearing before a hearing body.

7.11 Interim Suspension may be imposed only:

- To ensure the safety and well-being of members of the University community or preservation of University property; or
- To ensure the student’s own physical or emotional safety and well-being; or
- If the student has violated a provisional order put into effect to ensure the safety and well-being of members of the University community or preservation of University property; or
- If the student poses a threat of disruption of, or interference with, the normal operations of the University.

7.12

a. During the interim suspension, the student shall be denied access to the residence halls and/or to the campus (including classes) and/or computing and networking facilities and resources and/or all other University activities or privileges for which the student might otherwise be eligible, as the Dean of Students or Judicial Advisor may determine to be appropriate.

b. The student should be notified in writing of this action and the reasons for the interim suspension. The notice should include the date, time, and place of a subsequent hearing at which the student may show cause why his or her continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated.
Violations of University drug and alcohol policies are cumulative over the duration of a student’s tenure at the University and a schedule of minimum sanctions will be imposed.

a. Possession of Drug Paraphernalia:

*First Violation:* Participation in a four-hour drug education class; a fine of $45.00, which will be placed in a Student Conduct account, designated as the Alcohol Education account, which will be solely utilized for student alcohol and other drug education programs; Level Two Probation for a period of one year; and parental notification, as allowed under FERPA regulations.

*Second Violation:* Residence Hall Suspension and Denial of Privilege to Re-enroll for one semester (summer session does not qualify) and parental notification, as allowed under FERPA regulations.

b. Use or Possession of Marijuana:

*First Violation:* Participation in a four-hour drug education class; a fine of $80.00, which will be placed in a Student Conduct account, designated as the Alcohol Education account, which will be solely utilized for student alcohol and other drug education programs; Level Three Probation for a period of two years; assessment for chemical dependency; and parental notification, as allowed under FERPA regulations.

*Second Violation:* Suspension from the University for one semester and parental notification, as allowed under FERPA regulations.

c. Use or Possession of a Controlled Substance Other Than Marijuana:

*First Violation:* Participation in a four-hour drug education class; a fine of $80.00, which will be placed in a Student Conduct account, designated as the Alcohol Education account, which will be solely utilized for student alcohol and other drug education programs; residence hall suspension; assessment for chemical dependency; Level Three Probation for a period of two years; and parental notification, as allowed under FERPA regulations.

*Second Violation:* Suspension from the University for one year and parental notification, as allowed under FERPA regulations.

d. Possession of a Controlled Substance with Intent to Sell or Distribute:

*First Violation:* Dismissal from the University.

e. Use, Possession, or Distribution of Alcohol:

*First Violation:* Participation in a four-hour alcohol education class and a fine of $45.00, which will be placed in a Student Conduct account, designated as the Alcohol Education account, which will be solely utilized for student alcohol education programs.

*Second Violation:* Referral to Student Conduct for an educational conference, other discretionary sanctions, and a fine of $90.00, which will be placed in a Judicial Programs account, designated as the Alcohol Education account, which will be solely utilized for student alcohol education programs.

*Third Violation:* Parental notification, as allowed under FERPA regulations; residence hall probation; assessment for chemical dependency; Level Two Probation for a period of one year; and a fine of $135.00 which will be placed in a Student Conduct account, designated as the Alcohol Education account, which will be solely utilized for student alcohol education programs.

*Fourth Violation:* Residence Hall Suspension or Suspension for one semester.

### Article VIII: Appeals

8.1 A decision reached at a judicial hearing or a sanction imposed by the Dean of Students may be appealed by the student to an Appellate Board within ten (10) University business days of the initial decision letter. Such appeals shall be in writing, signed and dated by the student, and shall be delivered to the Judicial Advisor or his/her designee.

8.2 Except as required to explain the basis of new information, an appeal shall be limited to review of the verbatim record of the initial hearing and supporting documents for one or more of the following purposes:
• Procedural Error: To determine whether the original hearing was conducted fairly in light of the charges and information presented, and in conformity with prescribed procedures giving the complaining party a reasonable opportunity to prepare and present information that the Code was violated, and giving the accused student a reasonable opportunity to prepare and to present a rebuttal of those allegations.

• Unsupported Conclusion: To determine whether the decision reached regarding the accused student was based on substantial information, that is, whether the facts in the case were sufficient to establish that a violation of the Code occurred.

• Disproportionate Sanction: To determine whether the sanction(s) imposed were appropriate for the violation of the Code, which the student was found to have committed.

• New Information: To consider new information, sufficient to alter a decision, or other relevant facts not brought out in the original hearing, because such information and/or facts were not known to the person appealing at the time of the original hearing.

8.3 In the event the student appealing a decision or a sanction wishes to review the verbatim record, s/he may make application to the Judicial Advisor to do so. The verbatim record will remain in the possession of the University during the review. Under no circumstances will a copy of the recording be released.

8.4 In the event a mechanical failure occurs that prevents a verbatim recording, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the Judicial Advisor will contact the chairperson of the hearing body. The chairperson will reconvene the hearing body and issue a record, which will include the finding of the body, what information the body considered, and the basis for the finding. This record shall be considered sufficient for review by an appeal authority.

8.5 If an appeal is upheld by the Appellate Board, the matter shall be remanded to the original judicial body and Judicial Advisor for re-opening of the hearing to allow consideration of the original determination and/or sanction(s). If an appeal is not upheld and the sanction is less than suspension or dismissal, the matter shall be considered final and binding upon all involved.

8.6 In cases where the sanction determined is University suspension or dismissal, the accused student will have an additional right of appeal to the President of the University, in writing within 10 business days. Appellate decisions or opinions shall be conveyed to the President for his information and the Judicial Advisor for notification of the parties involved.

8.7 In the case of an appeal to the President, the President may review the decision, at his/her discretion, or may designate another University official to review the decision. If the President has not acted on an appeal within 30 days, the previous decision stands.

Article IX: Interpretation and Revision

9.1 Any question of interpretation regarding the Code shall be referred to the Dean of Students or his or her designee for final determination, subject to appeal to the President.

9.2 The Code should be reviewed periodically under the direction of the Judicial Advisor. In all cases, review of this document should be done by bodies, which include students appointed by the Student Government Association.

9.3 Changes in the Code which are editorial in nature and do not affect the fundamental nature of the document, or are required to insure the code is consistent with state or federal law, can be made by the Dean of Students and become effective upon approval by the President of the University.

9.4 Substantive changes recommended for the Code as a result of the review process shall be submitted to the Board of Governors for approval and adoption.

Article X: Definition of Terms

10.1 For purposes of “Academic Dishonesty”: Any one of the following acts constitutes academic dishonesty:

a. Cheating: The term “cheating” refers to using or attempting to use unauthorized materials, information, or study aids in any academic exercise.

b. Fabrication: The term “fabrication” refers to unauthorized falsification or invention of any information (including research data) or any citation in any academic exercise.
c. Facilitating academic dishonesty: Assisting or attempting to assist another to violate any provision of the Academic Integrity Policy, whether or not that action is associated with any particular course, is considered academic dishonesty.

d. Plagiarism: The term “plagiarism” includes, but is not limited to, the use, by paraphrase or direct quotation, of the published or unpublished work or sections of a work of another person without full and clear acknowledgement. It also includes the unacknowledged use of materials prepared by another person or agency engaged in the selling of term papers or other academic materials, including material taken from or ordered through the Internet.

10.2 The term “Appellate Board” means any person or persons authorized by the Dean of Students to consider an appeal from a judicial body’s determination that a student has violated the Code or from the sanctions imposed by the Judicial Advisor.

10.3 The term “code” refers to the Code of Student Rights and Responsibilities.

10.4 The term “consent” is defined in the following manner: consent or lack of consent may be expressed or implied. Acquiescence does not necessarily constitute consent. Further, consent cannot be construed if:

- It is given by a person who is legally incompetent to authorize the conduct charged to constitute the offense and such incompetence is manifest or known to the actor; or
- It is given by a person who by reason of youth, mental disease or defect, or intoxication is manifestly unable or known by the actor to be unable to make a reasonable judgment as to the nature or harmfulness of the conduct charged to constitute the offense; or
- It is induced by force, duress, or deception.

10.5 The “Dean of Students” is that person designated by the University to be responsible for the administration of the Code.

10.6 The term “explosive weapons” means any explosive, incendiary, or poison gas bomb or similar device designed or adapted for the purpose of inflicting death, serious physical injury, or substantial property damage; or any device designed or adapted for delivering or shooting such a weapon.

10.7 The term “faculty member” means any person hired by the University to conduct classroom or other learning/teaching activities.

10.8 The term “firearms” means any weapon that is designed or adapted to expel a projectile by the action of an explosive.

10.9 The term “Judicial Advisor” means a University official authorized on a case-by-case basis by the Dean of Students to recommend sanctions upon students found to have violated the Code. The Dean may authorize a judicial advisor to serve simultaneously as a judicial advisor and the sole member or one of the members of a judicial body. Nothing shall prevent the Dean from authorizing the same judicial advisor to recommend sanctions in all cases.

10.10 The term “judicial body” means any person or persons authorized to determine whether a student has violated the Code and to recommend imposition of sanctions. The list of judicial bodies includes, but is not limited to, the President of the University, the Faculty-Student Judicial Commission, the Dean of Students, the Associate Dean of Students, the Coordinator of Judicial Affairs, the Director of Residence Life and Services or his/her designee, the Residence Hall Judicial Board, the University Hearing Board, and such other bodies as may from time to time be created under the authority of this document.

10.11 The terms “may” and “should” are used in the permissive sense.

10.12 The term “member of the University community” includes any person who is a student, faculty member, University official, or any other person employed by the University. A person’s status in a particular situation shall be determined by the Dean of Students.

10.13 The terms “must” and “shall” are used in the imperative sense.

10.14 The term “organization” means any number of persons who have complied with the formal requirements for University recognition/registration.

10.15 The term “other weapons” is to include, but not be limited to, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than four inches in length, brass knuckles, and projectile weapon such as a bow, crossbow, pellet gun, or slingshot.

10.16 The term “paraphernalia” includes any object that contains the residue of alcohol or of an illegal drug and any object that is used in the consumption or distribution of an illegal drug. Examples of the former include, but are not limited to
a marijuana pipe or bong, blow tube, a beer bong, and empty alcoholic containers. An example of the latter is a scale used in measuring quantities of an illegal drug.

10.17 The term “policy” is defined as the written regulations of the University as found in, but not limited to, the “Code of Student Rights and Responsibilities,” the Missouri State web pages, the “Guide to University Living,” “Guide to Apartment Living,” and “Graduate/Undergraduate Catalogs.”

10.18 The term “sanction” refers to a consequence that is imposed upon a student who has been found to be in violation of a University policy.

10.19 The term “sexual act” means any penetration, however slight, of the female sex organ by the male sex organ, whether or not emission results; any act involving the genitals of one person and mouth, tongue, hand, or anus of another person; or any of the above acts induced by force, duress, or deception.

10.20 The term “sexual contact” means any touching of the genitals or anus of any person, or the breast of any female person, or any such touching through the clothing for the purpose of arousing or gratifying sexual desire of any one person.

10.21 The term “student” includes all persons taking courses at the University, either full-time or part-time, pursuing undergraduate, graduate, or professional studies. Persons who withdraw after allegedly violating the Student Code, who are not officially enrolled for a particular term but who have a continuing relationship with the University, or who have been notified of their acceptance for admission, are considered “students” as are persons who are living in Missouri State University residence halls or apartments, although not enrolled in this institution. This Student Code applies to all students in the Missouri State University system.

10.22 The term “substantial information” means such relevant information as a reasonable person might accept as adequate to support a conclusion.

10.23 The term “University” means Missouri State University

10.24 The term “University premises” includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University.

10.25 The term “University official” includes any person employed by the University performing assigned administrative or professional responsibilities. This term specifically includes residence hall Resident Assistants.

* For the most recent version, please refer to the Office of Student Conduct page on the Missouri State website, located at http://www.missouristate.edu/StudentConduct/12331.htm.
Missouri State University is a community of people with respect for diversity. The University emphasizes the dignity and equality common to all persons and adheres to a strict nondiscrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the University does not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, disability, or veteran status in employment or in any program or activity offered or sponsored by the University. In addition, the University does not discriminate on any basis (including, but not limited to, political affiliation and sexual orientation) not related to the applicable educational requirements for students or the applicable job requirements for employees. This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or military organizations associated with the Armed Forces of the United States of America. The University maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State University is an Equal Opportunity/Affirmative Action employer. Inquiries concerning the grievance procedure, Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to Jana Estergard, Equal Opportunity Officer, Park Central Office Building Suite 111, 901 South National Avenue, Springfield, Missouri 65897, (417) 836-4252.
Important Dates

Fall 2010

August 23  First Day of Classes
September 6  Labor Day (no classes)
October 12  First-Block Classes End
October 13  Mid-Semester
October 14–15  Fall Break (no classes)
October 18  Second-Block Classes Begin
November 24–28  Thanksgiving Holiday (no classes)
December 9  Last Day of Classes
December 10  Study Day
December 11–16  Final Exams
December 17  Fall Commencement

Spring 2011

January 10  First Day of Classes
January 17  M. L. King, Jr., Holiday (no classes)
February 21  Presidents’ Day Holiday (no classes)
March 3  First-Block Classes End
March 4  Mid-Semester
March 5–13  Spring Break (no classes)
March 14  Second-Block Classes Begin
April 21–24  Spring Holiday (no classes)
May 5  Last Day of Classes
May 6  Study Day
May 7–12  Final Exams
May 13  Spring Commencement

Important Contacts

Admissions  836-5517  admissions@missouristate.edu
Bookstore  836-5403  bookstore@missouristate.edu
Bursar’s Office  836-5128  bursar@missouristate.edu
Computer Support, ResNet  836-6100  resnet@missouristate.edu
Dean of Students  836-5527  deanofstudentsoffice@missouristate.edu
Dining Services (Sodexo)  836-5660  diningservices@missouristate.edu
Disability Services  836-4192  disabilityservices@missouristate.edu
Equity and Diversity, Office for  836-4252  equity@missouristate.edu
Family Violence Center  864-7233 or 1-800-831-6863  24-Hour Hotline
Financial Aid  836-5262  financialaid@missouristate.edu
International Student Services  836-6618  internationalstudentservices@missouristate.edu
Kentwood Hall Front Desk  836-4818
Library (Meyer Library)  836-4535  library@missouristate.edu
Missouri State Police Substation  836-5327
Multicultural Student Services  836-6618  multiculturalstudentservices@missouristate.edu
Plaster Student Union  836-5886  plasterstudentunion@missouristate.edu
Residence Hall Association  836-6880  RHA@missouristate.edu
Residence Life and Services  836-5536  residencelife@missouristate.edu
ResNet Computer Support  836-6100  resnet@missouristate.edu
Safety and Transportation  836-5509  safetyandtransportation@missouristate.edu
Student Academic Support Services  836-5116
Student Engagement Office  836-4386  studentactivities@missouristate.edu
Student Affairs  836-5526  studentaffairs@missouristate.edu
Student Employment Services  836-5627  studentemployment@missouristate.edu
Student Government Association  836-5500  SGA@missouristate.edu
Sunvilla Tower Front Desk  836-5410
Taylor Health and Wellness Center  836-4000  health@missouristate.edu
taylorrx@missouristate.edu
taylorpharmacy@missouristate.edu
ZipCard Office  836-8409  ZipCard@missouristate.edu
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