Residence Hall

GUIDE TO LIVING



Missouri State University Guide to Living

Welcome	<u> </u>	.3
COMMU	NITY	
Commur	nity Commitments	.4
	Residence Hall Staff	.4
	Involvement and Leadership Opportunities	.5
Commur	nity Living	.7
	Living With a Roommate	.7
	The Roommate "Bill of Rights"	8
	Roommate Conflicts	
Commur	nity Standards	
	Basic Community Standard	.10
SERVICE	ES	
Services		21
	Residence Hall Services	. 21
	Dining Services	
	Front Desk Services	.25
HOUSIN	G CONTRACT	
Student	Housing Contract	.29
FACILIT	IES	
Facilities	5	.41
	Elevators	.41
	Emergency Procedures	.41
	Maintenance and Damages	
	Medical Needs and Accommodations	.44
	Pest Control	.45
	Security Systems	.45
	Sustainability	.47
CONDUC		
Student	Conduct	
	Code of Student Rights and Responsibilities	.57
MAPS		
Maps		85
RESOUR	CES	
Descure	86	86

Non-Discrimination Policy Statement

G1.05 Non-Discrimination Policy Statement

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 non-discrimination 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, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of 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 employer. Inquiries concerning the complaint/grievance procedure related to discrimination on the basis of a protected class, including sexual harassment and sexual assault, or compliance with federal and state laws and guidelines, should be addressed to the Director, Office for Institutional Compliance, Carrington Hall 205, 901 S. National Ave., Springfield, Missouri 65897, Compliance@MissouriState.edu, 417-836-4252.

Policy Library

In the event of an inconsistency between this Guide and the policy library, the policy library shall control.

Welcome

Welcome to residence life at Missouri State University. We hope you will find your involvement with residence life and your interactions with our staff to be positive. We have an outstanding residence hall program and encourage you to become an integral part of it. The residence hall program provides many avenues for involvement, as well as opportunities for positions of leadership. By taking advantage of these opportunities, you have the chance to develop as a person through new friendships, the exploration of new ideas, and involvement in new activities.

The Guide to Living is a summary of the services, policies, and experiences that relate to on-campus housing at Missouri State. This publication 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. We ask that you familiarize yourself with the information in this publication.

The major emphasis of residence life at Missouri State is education. We hope that on-campus living will help students reach their full potential through living in a community of people with a variety of needs, interests, and philosophies. The residence life policies and procedures are developed to give you maximum freedom while defining your responsibilities as a member of a residence hall community.

Our staff members are pleased to welcome you as a student in your residence life experience. We will do everything possible to make your college career meaningful, exciting, and productive.

Department of Residence Life, Housing and Dining Services 901 South National Avenue Springfield, MO 65897 phone 800-284-7535 or 417-836-5536 fax 417-837-2327 http://reslife.missouristate.edu residencelife@missouristate.edu

Mission, Vision, Values

Mission

We build vibrant communities in high-quality facilities, and foster student success and self-awareness by engaging students in the public affairs mission.

Vision

We strive to be an intentional and progressive department that excels in providing the highest level of service, support and development to student and staff members in the Missouri State University community.

Values

- Communities where students can build and maintain connections with each other and the university.
- Affordable and well-maintained facilities.
- · Healthy, chef-inspired dining options.
- Caring, competent and approachable staff members.
- Student success both inside and outside the classroom.

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 members have developed several community commitments, encouraging members to share in the creation of an 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 valuing ethical leadership, cultural competence, and community engagement.

The student leaders and residence life staff at Missouri State are committed to strengthening the relationships and level of understanding among people by supporting each other in learning about the differences that exist in our communities. We encourage each person to see this as a lifelong learning process in which one continues to develop the skills and attitudes necessary to be a citizen bear. Developing these skills and attitudes involves a commitment from all students.. We encourage staff and students to reach out to one another and develop connections. Each person has worth and should be treated with dignity and respect.

Residence Hall Staff

The residence hall staff is here to assist you in the development of your academic, social, and personal development. Below is a list of our staff members who are dedicated to providing you with a community to live and learn. All of our staff

members complete training and as part of the hiring process, will have their personal information submitted for a criminal background check.

Hall Directors are full-time staff members who manage the daily operation of the residence halls.

Graduate Assistants are part-time employees who assist in managing daily operations and focus on offering students leadership opportunities within the residence halls.

Resident Assistants (RAs) are undergraduate students who have been selected because of their desire and ability to be of service to other students. RAs usually know the answers to questions you may have or know where to find the right kind of assistance. Your RA is available to help you achieve your personal goals and to help your floor achieve a sense of community.

Hall Directors, Graduate Assistants, and RAs actively support community responsibility, involvement, and participation in the residence halls and apartments, and are available to respond to your questions and concerns.

Receptionists, Night Hosts, and Student Desk Assistants are essential staff members who maintain 24-hour reception desk service in the residence halls. They work closely with the residence hall staff in keeping the office, mail room, and reception area running smoothly. In addition, they help monitor the lobby area and assist students in checking out cleaning supplies, games, kitchen equipment, and sports equipment.

Custodial and Maintenance Staff are essential staff members providing daily service to our residents, including 24-hour coverage for emergencies. The custodial staff cleans all public areas including community bathrooms, hallways, and lounges. Students are responsible for cleaning up after themselves. Maintenance staff members maintain public areas and keep the residence halls in good physical condition. Requests for maintenance should be submitted online, taken to a reception desk, or an RA. These requests can be submitted online at: https://www.missouristate.edu/facilities/WorkManagement.htm.

Involvement and Leadership Opportunities

The residence halls provide a living experience you will remember long after you leave the University. Students learn a great deal in the classroom at Missouri State University, and as a resident living on campus, you will also learn a great deal outside the classroom. There are many ways in which your overall college education is enhanced by becoming involved in residence life. Residence hall leaders help establish and to promote an atmosphere conducive to the educational and social growth of students, while also serving as a link to the University. By taking advantage of the numerous leadership opportunities in the residence halls, you can enhance your personal skills development, self-confidence, and personal growth. While providing a good transition from living at home to being on your own,

residence life also offers you the opportunity to acquire leadership skills that will assist you throughout your life. We hope you will consider becoming involved in your living environment as a residence hall student leader!

Living-Learning Communities – Living-learning communities (LLCs) are special living environments that offer students academic and social resources in various interest areas and specialties. In the LLC program, students gain knowledge and skills that will help them become successful in the classroom and experience college life to its fullest. Students participate in social activities throughout the school year to help connect with LLC partners and with other students within the community. Students who are interested in joining a living-learning community can contact the Living-Learning Community Office at livelearn@missouristate.edu or 417-836-3234.

Residence Hall Association – RHA's mission is to provide innovative programming and leadership opportunities to on-campus students. RHA serves as the student voice in the residence halls, and the members of the organization work to communicate students' needs regarding residence life services and policies, to increase student involvement in all areas of residence life, and to promote a high quality of community living. The RHA General Assembly meets every Monday at 4:00 pm in the Plaster Student Union room 313 throughout the academic year to develop events, plan the use of activity fees, and to take action to enhance residence hall living for students at Missouri State. The RHA General Assembly is comprised of student leaders from every residence hall and apartment community. The RHA Executive Board members are chosen each spring; however, new members are always welcome to join the General Assembly by attending one of our meetings. RHA is active in regional (MACURH) and national NACURH) leadership organizations, sending delegates to fall, winter and summer leadership conferences.

Hall Councils – Hall councils are responsible for developing and implementing events and hall improvements designed to enhance life for the students of individual halls. Each hall council is comprised of a leadership team, which is typically selected at the start of the fall semester, and the hall council members, who may join the organization at any time by attending a meeting. Hall councils meet regularly to coordinate events, plan the use of hall activity fees, and discuss issues raised by residents. Hall councils also provide on-campus students with opportunities to explore and showcase their own leadership, and connect students with opportunities for further involvement.

Floor Involvement – This can be an important part of your college experience. As a resident, you can make an important contribution to the community in which you live. By attending floor meetings, demonstrating interest in leadership on your floor, and being active in floor experiences, you can meet other people on your floor and have your opinions heard. Being involved gives you a great opportunity to meet others, try new experiences, and broaden your horizons. If you are interested in taking on a leadership role on your floor contact your RA.

Activity Fees - Included in the Student Housing Contract rates is a Residence Hall

Association (RHA) activity fee of \$24.00. This fee designates you as a member of RHA, your individual residence hall, and entitles you to participate in all RHA and hall events. The fee is divided among individual floors, residence halls, and RHA to provide students with a wide range of events and services. To participate in determining how your activity fee is utilized, you are encouraged to become involved in residence life leadership opportunities.

Community Living

Living with others in a community living environment is one of the most challenging, significant, rewarding, and beneficial experiences students have while attending college. Learning to handle the challenges and stresses of living with others is a critical experience that benefits students well beyond their college years. Living on campus has also been proven to increase student success in college and has the potential to affect the development of college students significantly. Living with others is not easy and requires students to:

- be assertive in protecting the rights of themselves and others,
- take responsibility for themselves and the consequences of their actions,
- make mature decisions.
- · communicate effectively,
- · demonstrate civility and respect toward others,
- show genuine concern and empathy for the well-being of others,
- · compromise,
- · demonstrate persistence and rigor in dealing with challenges,
- appreciate and value the lessons that can be learned from others, and
- balance individual rights and freedoms with the responsibility each person
 has as a member of a community, and to exercise rights and freedoms in a
 manner that protects the rights and freedoms of others and promotes the
 common good.

Living with a Roommate

Many students come to college without the experience of sharing a room with someone else and may be used to having a larger, more private living space. Living successfully with others requires open communication, respect, trust, flexibility, a willingness to share, courtesy, and remembering to be concerned about the needs and feelings of the other person or people in the room. When making decisions about how to live in this shared space, students must take into consideration the impact they have on one another. The following are a few tips on how to be a good roommate:

Complete a roommate agreement – RAs can provide these agreements to help roommates define their expectations of each other and how to share their common space.

Limit personal items – The space that roommates share is compact, and there may not be enough room for everyone to bring all of their personal property. Roommates should discuss and agree upon what to bring and maintain in the shared space.

Share – It is not possible for both/all roommates to have everything they want in the room and to have it for their exclusive use. Due to the limited space and electrical capacity of the rooms, it is not possible for each roommate to have their own electrical appliances and large items that consume large amounts of space. Roommates should talk about sharing items and set some ground rules for their use.

Live by "The Platinum Rule" – Roommates should always keep in mind the feelings, rights, and needs of the person/people with whom they share space and remember to "treat others as they want to be treated."

Communicate – Roommates should talk openly and honestly with each other when they have concerns. They should be assertive, and considerate.

Seek help – Roommates should utilize the assistance of their RA or Hall Director to help them address difficult issues in their living situation.

Be open-minded and willing to compromise – Roommates do not need to be best friends, but they should realize that there is much to be learned from living with someone whose personal habits, background, and characteristics are different from their own. They should talk with each other, share their ideas, perspectives, and beliefs, and be willing to listen, learn, and compromise when they disagree.

The Roommate "Bill of Rights"

The following Bill of Rights contains basic rights of roommates. In an effort to protect the rights of individual roommates, the Department of Residence Life, Housing and Dining Services expects all residents to have:

- The right to study free from undue interference in one's room. Unreasonable noise and other distractions inhibit the exercise of this right.
- The right to sleep without undue disturbance from noise, guest of a roommate, etc.
- The right to expect that a roommate will respect personal property.
- 4. The right to live in a clean and healthy environment.
- 5. The right to free access to one's room and facilities without pressure from a roommate.
- 6. The right to personal privacy.
- 7. The right to host a guest as long as all residence hall policies are followed and the guest is respectful of the rights of all roommates.
- 8. The right to have grievances addressed and conflicts resolved. Residence hall staff members are available for assistance.
- 9. The right to expect reasonable cooperation in the use of the room's shared items (e.g., refrigerator, bathroom, etc.) and a commitment to honor agreed-

upon payment procedures (e.g., purchasing toilet paper, etc.).

Roommate Conflicts

If roommate conflicts occur, the Department of Residence Life, Housing and Dining Services works with all residents involved through various channels to mediate the conflict. These channels include:

Roommate/Suitemate Agreements – As discussed earlier, roommate agreements can help roommates identify potential problems before they arise. Also, when a conflict does arise, roommates can go back to the guidelines they set in their roommate agreement to resolve their conflict.

Mediation and Counseling – Residence hall staff are trained and experienced in helping roommates resolve conflicts and can offer advice, support, and informal assistance. Furthermore, residence life staff members are aware of resources to aid roommates with formal mediation assistance. Students need to determine their concerns and share them honestly during the mediation session.

Student Conduct – Roommate issues can at times be related to violations of the University's Code of Student Rights and Responsibilities, found at http://www.missouristate.edu/studentconduct/12331.htm. Students have the option of reporting conduct violations and seeking assistance through the student conduct system. This system is an educational process that communicates and reaffirms standards of conduct, encourages students to make wise choices and engage in appropriate behavior, and holds students accountable for unacceptable behavior. The conduct system is not intended to be used as a vehicle to force roommates out of their living environment, and removal or relocation is not always an outcome of the conduct process.

Room Changes – If issues reach the point that other methods of resolving the conflict have not been successful, there may be an option for a change in room assignment. Room changes are not available during the first and last few weeks of the fall and spring semesters, or during breaks and there must be space available to allow a room change. It is important, therefore, that roommates try to resolve issues prior to requesting a room change. Room changes may be requested in My Missouri State on the Housing Card, using the Room Change link. Students wishing to move into a living-learning community or themed floor will need to meet the criteria for that LLC/floor.

Residence hall staff members have a responsibility to provide support and assistance to all students involved in a conflict and, therefore, do not decide who is "at fault" and who should be moved. If a determination is made that the conflict cannot be resolved without a room change, and if a roommate does not volunteer to change room assignments, all roommates may be reassigned.

Community Standards

Community standards are in place in our residence halls. Students living in University housing have an opportunity to live in a community environment and to accept the responsibility of being a member of a group of people. To help ensure that students may 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. For the policy on community standards, please refer to the Policy Library at http://www.missouristate.edu/policy/.

Failure to abide by Community Standards could result in a student being charged with a conduct violation under 4.8 of the Student Code of Conduct.

Common Area Damages – 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, Housing and Dining Services reserves the right to charge all residents for reasonable damage charges if the responsible person(s) cannot be identified.

Computer Usage – Please refer to Op12.02-1 Acceptable Use in the Policy Library at *http://www.missouristate.edu/policy/*. In addition, the following guidelines apply specifically to the residence halls:

Computer Labs

- 1. Computer lab resources are to be used only by on-campus residents.
- 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, downloading, or printing of pornographic/harassing/discriminatory materials is prohibited.

Individual Network Connection (in rooms)

- 1. No personal routers or switches 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. Services that provide illegal access to copyrighted materials to others (on campus or off campus) are not permitted.
- 4. 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.

Policy and Ethics for Student Computer Use and Computer Network Use as defined by the University's computer services office: Statement of User Responsibility

 To be an authorized user of Missouri State computer and network resources, users must be currently enrolled as a student in good standing with the University.

- As authorized users, students are responsible for the security and use of their computer accounts. They accept full responsibility for their 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. Students are responsible for preventing unauthorized use of their computer accounts as well as refraining from using someone else's account.
- Those interested in creating web pages are responsible for adhering to the Missouri State World Wide Web Policies.

Definition of Acceptable Use:

Definitions

Information technology resources include all hardware, software, services, accounts, voice or data network access, and electronic information that is owned, leased, contracted, managed, operated, stored, or provided by Missouri State University.

Policy statement

Missouri State University information technology resources are provided for University-related purposes, including support for the University's mission of teaching, research, and public service, its administrative functions, and student and campus life activities.

The responsibilities of users of information technology resources are:

- Behave in a manner consistent with the University's mission and purpose.
- Respect the intellectual property rights of creators, owners, contributors, and publishers.
- Respect the privacy, confidentiality, and personal rights of others.
- Protect assigned information technology resources from unauthorized use.
- Access information technology resources only when authorized to do so.
- Comply with all applicable laws, regulations, and University policies.
- Adhere to the terms of software licenses and other contractual agreements.

Information technology resources must not be used to:

- Violate applicable laws, regulations, or University policies.
- · Commit, attempt to commit, or facilitate acts of academic dishonesty.
- Disrupt, attempt to disrupt or facilitate disruption of information technology resources.
- Circumvent, attempt to circumvent, or facilitate circumvention of the University's technical, administrative, or process controls or measures.
- Engage in paid consulting, non-University business purposes, or activities for
 political gain, unless allowed by other University policies.
- Send, post or display material in emails, webpages, or other electronic forms
 of communication in violation of Sections 565.090, 537.523, 537.110, or 573.010573.065 of the Missouri Revised Statutes, or other local, state, or federal law.

The University values the principles of academic freedom and privacy and does not condone casual inspection of the information contained within or transmitted via information technology resources. However, this information is subject to authorized examination and inspection by the University when it is deemed appropriate by the Chief Information Officer in consultation with the Office of General Counsel. Access to, and use of, information technology resources may be limited, restricted, suspended, or revoked when it is appropriate to:

- Investigate suspicion of misconduct under University policies.
- Investigate suspicion of violation of Federal and State laws.
- · Comply with or verify compliance with Federal or State laws.
- Meet legitimate business needs of the University.

Guests/Visitation – Residents want to have friends visit them; however, 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 the resident has under contract. Residents must obtain permission from all roommates and/or suitemates before inviting a guest to visit. In addition, it is each resident's responsibility to communicate disapproval of 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 a guest is invited to visit, all future guest privileges may be revoked.

While your guest is in the residence hall, we ask that you understand the following guidelines:

- Guests (except underage youths) need to carry a picture ID at all times and all guests must abide by all policies of the residence halls and floors, with guests and hosts mutually responsible for the conduct of the guests.
- Guests found violating University or residence life policies may be escorted from the residence hall and restricted from further access.
- 3. Overnight guests not residing in the residence hall they are visiting must be registered at the reception desk. Any guest who is not registered will be required to register at the desk upon arrival or be asked to leave. If the guest or resident refuses to comply, the resident may lose future guest privileges.
- 4. A resident may have no more than two overnight guests at any time.
- 5. The visitation policy applies specifically to guests within 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) is not permitted. The visitation policy applies to the entirety of the building, e.g., hallways, stairwells, and elevators. The current visitation hours are located on the Department of Residence Life, Housing and Dining Services website at: http://reslife.missouristate.edu/.
- 6. Residents need to be in the presence of their guests and includes traveling in hallways, stairwells, and elevators. Escorting guests enhances the security of the facilities and protects individual privacy. An escort is required in all residence halls for all guests who do not reside in the residence hall they are

visiting.

Pets – University policy states that pets under the control of an adult (i.e., 18 years or older) are permitted on University property but are not permitted within University-owned or leased buildings. Exceptions: Service animals trained to assist persons with disabilities; University approved emotional support animals, animals used in University laboratories for official research, classroom, or observation purposes; animals used in equine instruction at the Agricultural Center; and fish in properly maintained aquariums of 20 gallons of water or less in the residence halls. Laboratory animals are not permitted in the residence halls.

Animals (e.g., dogs, cats, monkeys, etc.) must be leashed to be under the control of an adult. A loose animal trailing a leash, or one tied to a fixed object, is not under the control of an adult. Animals which are unleashed, or leashed and unattended, on University property are subject to impoundment. Animals left unattended in motor vehicles on University property are subject to the same rules and regulations if they become a nuisance or if the welfare of the animal is threatened. Any pet found within a University-owned or leased building may be impounded. Impounded pets may be reclaimed by the owner at the City Animal Shelter (417-833-3592) upon payment in full of all costs incurred as a result of the impoundment, including any veterinary expenses.

Service Animals - https://www.missouristate.edu/Disability/service-animal-policy.

Emotional Support Animals - https://www.missouristate.edu/Policy/Chapter5/ Op5 05 8-emotional-support-animal-policy.htm

Posting – All posting of signs, fliers, and promotional materials in the residence halls must be approved by the Department of Residence Life, Housing and Dining Services, located in Hammons House, room 101. Approved materials will then be distributed to the individual halls for posting by residence life staff.

Quiet Hours – Quiet hours are maintained to provide an atmosphere that is conducive to good scholarship and to promote an environment where individuals can learn. The enforcement of quiet hours is the responsibility of each student, with assistance from residence life staff as needed. Each floor 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. Therefore, excessive noise, as determined by affected students, is discouraged at all times. During final exams, 23-hour quiet periods are in effect for the entire residence life system, with "relief hour" set for 9:00 – 10:00 p.m. Exceptions will be permitted only for purposes of vacuuming rooms.

Community Living Guidelines and Room Decorations/Modifications (Reference 4.8 of the Code for more information) - As a safety precaution, the following guidelines must be followed; and specifically to prevent damage to spaces, there are limitations on room decorations.

Failure to abide by Courtesy (24 hours a day) and Quiet Hours as outlined

- by Quiet Hours policy. Quiet Hours 10 pm to 10 am, as well as 23 hours a day during finals.
- Failure to abide by the Escort policy; all guests and visitors must be escorted by a residential host.
- Failure to abide by Visitation Hours and Guest Policies in the residence halls.
- Participation in any type of sport activity in the hallways and/or public areas of the residence halls is prohibited.
- Operation of a bicycle, in-line skates, skateboard, self-propelled personal electric movement devices, or other recreational devices in the residence halls is prohibited.
- Possession and/or care of animals other than fish in properly maintained aquariums of 20 gallons of water or less is prohibited. No laboratory animals are permitted in the residence halls.
- The playing of any musical instruments if heard outside a residence hall room/ suite is prohibited. The only exception to this is in locations where some halls provide a piano and a designated area for playing instruments, during the designated posted times.
- Selling and/or solicitation in the residence halls, unless approved by the hall council of the respective residence hall is prohibited.
- Possession of a lit substance, including but not limited to candles, incense, and flame-heated potpourri pots, in any residence hall room and/or in any common area of all residence halls is prohibited, unless otherwise specified.
- Possession of items not allowed in the residence hall rooms and/or public areas, to include heaters/heating units (except UL-approved heating blankets), halogen torchiere lamps, salt lamps, lava lamps, ozone machines, waterbeds, mattress toppers that are not California Fire rated and pads over 3" high, fog machines, personal washers/dryers or dishwashers, candles (with wicks), air conditioners, outside antennae, flammable fluids, incense, alcoholic beverage containers, portable/personal door locks or security devices that prevent entry, non-University provided refrigerators, freezers and ice makers, microwaves, toaster ovens, and personal surveillance systems. Cooking with open flames, external grease, or open coils is prohibited. All cooking appliances are prohibited except: traditional blenders, soda streams, autoshutoff coffee pots, auto-shutoff electric kettles, auto-shutoff crockpots, autoshutoff rice steamers, toasters, and air-popped popcorn makers (intended for in- home use). Air-fryers and pressure cookers such as instapots are only allowed in the apartments (not in residence halls). Some small appliances and cookware may be checked out at each building's front desk for use in the community kitchen.
- All appliances must be cleaned in community kitchen sinks; never put food waste down sink drains. Never flush any wipes down the toilet.
- Use of darts and dartboards in any area of the residence halls is prohibited.
- Nails, screws, double-stick tape, packing tape, or duct tape on or in the walls,

- ceilings, furniture, or fixtures is prohibited. Painters tape, masking tape or white poster putty is permitted for hanging posters and other decorations.
- Missouri law prohibits the removal of traffic and/or street signs. In the absence
 of a verifiable bill of sale, traffic signs, street signs, and parking gate arms,
 parking cones/barricades are not permitted in the residence hall.
- Displaying pictures and other materials that is discriminatory or harassment
 under other University policies in areas that may be visible to others including
 outside a residence hall room/suite (including viewed from outside of room
 through a window or door) is prohibited.
- No window display may be permitted if it substantially detracts from the aesthetics of the residence hall.
- The covering any portion of fire alarm pull stations, fire extinguisher cabinets, smoke detectors, and exit signs; and blocking of exits is prohibited.
- Room modifications must not include any materials or designs of a hazardous or flammable nature, including suspended flammable fabrics, posters, photos or carpeting applied anywhere except as a floor covering. The largest suspended flammable fabric that will be allowed must be less than 3 feet by 5 feet large; and only one per student, within their bedroom.
- Decorations, unless nonflammable, cannot be used to cover entire hallway areas, ceilings, any wall, or doors, due to the fire hazard these decorations present. (All decorations must have a 1-foot fire break for every 3 feet.)
- Possession of live coniferous plants or trees and other coniferous greenery is prohibited.
- Possession of non-UL approved and/or non-low wattage string lights is prohibited.
- Use of any non-UL approved electrical item, including extension cords, appliances, lamps, etc is prohibited. String lights must be UL-approved and low wattage. Running extension cords under rugs is prohibited. Overloading outlets is prohibited.
- Removal of furniture from assigned room/suite/apartment is prohibited.
- No University-owned furniture or equipment may be removed from the room, suite, or apartment.
- University-provided plumbing fixtures, including shower heads, must not be tampered with. Students may not install their own fixtures.
- No furnishings shall restrict exiting from any portion of the room or be a safety hazard to persons entering or walking around the room. Modifications must not block a doorway. The door must be able to open perpendicular to the door opening at any time.
- Modifications must not block the heating or cooling system, or require the removal or remodeling of electrical fixtures or outlets. Twelve inches of free space must be maintained in front of all air vents.
- A University-provided light fixture must not be tampered with, and its light bulb must not be removed or switched out.

- Students must use beds provided by Missouri State and cannot bring additional bed frames into the residence halls.
- No lofts are permitted.
- Store bought bed risers are allowed in some cases. Cinderblock or homemade bed risers are not permitted. Bed risers are not allowed when beds are bunked or in conjunction with provided junior loft style beds (such as Woods, Heitz, and Kentwood, etc.).
- Bed rails are not provided for students with bunked beds. As some beds may
 not be unbunked, students are encouraged to provide their own bed rail if
 they have a concern about falling out of bed. The University will not be held
 liable for injuries resulting from falling out of beds (bunked or unbunked).
- Bunked beds must be at least 3 feet away from all windows.
- Beds must be bunked in pairs only, not in conjunction with three or more beds.
- All furniture must remain assembled in the usable configuration. Furthermore, beds must remain in their standard configuration (e.g., headboard, footboard).
- Mattresses must be used with the bedframes and not placed directly on the floor.
- Personal mattresses are not permitted.
- All mattress toppers need to be California fire rated and pads must not exceed 3" high.
- · Desk carrels must remain attached to desks.
- · Window drapes must remain hung as provided.
- No furniture may touch any part of the drapes.
- Excessively heavy items should not be placed on furniture or shelving provided by the University.
- Residents must be prepared to respond to concerns of staff about the
 hazardous nature of decorative materials and must remove materials that are
 judged by Residence Life staff to be particularly hazardous.
- The University is not responsible for injury resulting from the modifications of a room.

Room Entry – The Department of Residence Life, Housing and Dining Services respects the student's rights to privacy within the community and will strive to protect and guarantee this privacy. This procedure is designed to ensure only legal and appropriate entry into a student's room by specifically authorized staff members and to define the conditions under which authorized personnel may enter a student's room. Rooms may be entered under the following conditions:

- To provide room 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 room be entered.

- When a student permanently vacates the room.
- When a student vacates a room for a break period.
- To identify if a space is ready for a new resident.

Illegal materials/items in plain view may be removed if they are noticed in the course of room maintenance or vacation inspections, or in response to a violation of University or departmental policy. The student will receive written notification of this action if confiscation of property is required when the student is absent. Authorized residence life staff members who may enter a student's room are administrative staff members, Hall Directors, Graduate Assistants, RAs, maintenance, and custodial personnel.

Smoke-Free and Tobacco-Free Living – The use of all tobacco products (both smoking and non-smoking) is expressly forbidden in all areas, including all common areas and individual living units. Any student found responsible for contaminating the tobacco-free environment of a room/suite/apartment will be charged per incident per living unit for the thorough restoration/cleaning of that area, including carpets, walls, ceilings, draperies, etc. Charges vary and will be based on the cost to restore the living area. See full policy here: http://www.missouristate.edu/policy/Op11_18_TobaccoUse.htm.

Purpose

The purpose of this policy is to promote wellness, ensure a healthy work and educational environment, and provide guidelines for tobacco use on Missouri State University grounds and facilities. It applies to all tobacco products.

Definition

For purposes of this policy, the phrase "smoking and the use of tobacco products" is defined as the smoking of tobacco via cigarettes, cigars, or pipes, or the use of devices or products that may be used to smoke or mimic smoking (including bongs, hookahs, vaporizers, e-cigarettes, etc.).

Policy

- A. Smoking and the use of tobacco products by students, faculty, staff, and visitors are prohibited on all Missouri State University properties except as set forth herein.
- B. Smoking and the use of tobacco products is prohibited at all times:
 - In all interior spaces on the Missouri State University campus including leased facilities;
 - ii. In all University vehicles, including buses, vans, and all other University vehicles and vehicles leased by/to the University;
 - iii. In all other indoor and outdoor areas of campus not specifically identified in Subsection III.C of this policy.
- C. Smoking and the use of tobacco products will be allowed only at the following

outdoor locations:

- Designated smoking areas outside GSB Arena, Plaster Stadium, Hammons Student Center, and Juanita K. Hammons Hall during performances or events;
- ii. Inside of private vehicles located on University parking lots.
- D. The use of smokeless tobacco is prohibited at all locations on campus.
- E. The University prohibits the sale, distribution, or free sampling of tobacco products on campus.
- F. The University prohibits the campus-controlled advertising of tobacco products on campus except for facilities leased for performances or events.
- G. Littering the campus with remains of tobacco products or any other disposable product is prohibited.
- H. Organizers and attendees at public events, such as conferences, meetings, public lectures, social events, cultural events, and sporting events using University facilities will be required to abide by the University policy. Organizers of such events are responsible for communicating the policy to attendees and for enforcing this policy.
- I. Exceptions to the policy are permitted for on-campus theatrical productions where the script/storyline calls for the depiction of smoking/smokeless tobacco use. Notwithstanding the foregoing sentence, reasonable efforts will be made to use non-tobacco products in all such productions.

Smoking Prevention and Tobacco Use Cessation Programs

Preventing smoking and increasing cessation rates to prevent heart disease and stroke shall remain a priority on the campus of Missouri State University. Leading causes of death, such as lung cancer and COPD, could become relatively uncommon in future generations if the prevalence of smoking is substantially reduced. Assistance to students, faculty and staff to overcome addiction to tobacco products is available through Taylor Health and Wellness Center via the Smoking Cessation Program.

Compliance

Adherence to the policy cited above 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 respectfully inform others 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.

Missing Person Policy - http://www.missouristate.edu/policy/op5_12_3_missingperson.htm

In accordance with Section 485 of the Higher Education Act (HEA), and 34 C.F.R. §668.46, every institution of higher education that provides on-campus housing must provide a missing student notification policy for those students residing in on-campus housing ("Student Resident").

Organizations or Persons to Whom a Report should be made. Students, employees, or other individuals should report to the following offices if they believe that a Student Resident has been missing for 24 hours:

- Residence Life, Housing and Dining Services main office (417) 836-5536
- Campus Safety Dispatch (417) 836-5509

Procedure for Determining if a Student Resident is Missing Any University employee that receives notification that a Student Resident may be missing must immediately notify University Safety. University Safety will undertake a reasonable inquiry into the Student Resident's location, but in no event shall such inquiry extend beyond 24 hours following the initial notification that the Student Resident may be missing.

Procedure for Notification of Missing Student Resident

If Campus Safety officials determine that a Student Resident is missing then, within the next 24 hours, Campus Safety must:

- Notify the individual identified by the Student Resident as their Authorized Individual, see below.
- If the student is under 18 years old, and not emancipated, notify a custodial parent/guardian, in addition to any other designated contact person provided by the Student Resident, and
- Notify local law enforcement.

All information obtained about the missing Student Resident through the initial inquiry should be shared between appropriate University personnel and law enforcement representatives. The Dean of Students may also contact the student's emergency or other contacts to assist in locating a student that is determined to be missing.

The above procedures do not preclude University officials from deciding that a student is missing before the student has been missing for a full 24 hours or initiating notification procedures as soon as it determines that the student is missing.

Procedure for Obtaining Authorized Individual Contact Information

As part of the housing contract process, Student Residents will be provided information about this Policy and have the opportunity to identify an Authorized Individual the University is required to contact within 24 hours of a determination that the Student Resident is missing. Student Residents can change their Authorized Individual at any time by updating their housing profile. Except as required by this Policy, information regarding a Student Resident's Authorized Individual will be accessible only to authorized campus officials.

Services

Residence Hall Services

Bicycle Storage – Bicycles may be stored in residence hall rooms, but may not be hung from the ceiling, walls, or elsewhere. However, students are encouraged to use the bicycle racks provided for their convenience located near each residence hall. When keeping a bike in one of these racks, the student should always keep it securely locked. Storage of bicycles in hallways is not permitted. Any bicycle stored or chained in an unauthorized area inside or outside the halls will be removed or ticketed by the University Safety. Registering one's bike with University Safety is required. At no time are motorbikes permitted anywhere inside the residence halls.

Television Streaming – As a student living in one of our residence halls, you can stream TV on your phone, tablet, computer, or TV by way of Roku/Amazon Fire devices. To utilize these services, you must have an active housing contract and be located physically on campus. Find more information at: resnet.missouristate.edu

Community and Study Lounges – Most residence halls have a TV lounge seating area. A large grand lounge is available in most halls for entertaining guests, studying, or just visiting. Activities and special events are periodically held in the grand lounge, sponsored by the 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 each residence hall. These facilities provide a private place in which to study. 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 computer labs are for the exclusive use of students of the individual residence halls. All computers in the residence hall labs use the Windows operation system and are able to access the University's network, all library resources, the Internet, and have applicable software installed. In addition to University-provided computer workstations, each room in every residence hall has wired Internet access.

Printing Quota - Each residence hall reception desk has a laser printer provided for student use. Pages not picked up in a timely fashion will be placed in the student's mailbox. All residence hall students are provided with an automated laser printing quota of 350 pages (not including cover pages) each semester. Students who would like to purchase additional printed pages may do so at the Department of Residence Life, Housing and Dining Services for a cost of \$5.00 per block of 100 pages.

Bandwidth Quota - To ensure that the bandwidth to the Internet in the residence halls is distributed equitably, a bandwidth quota is in effect. Currently, the quota is set at 200 GB on a rolling 7-day period. 200 GB should be more than enough for average Internet usage, including the streaming of media and video gaming.

Computer Support Help Desk (ResNet) - A Residence Life help desk has been established to assist students with their technology needs and questions. Any residence hall student with a computer-related question is encouraged to contact ResNet at 417-836-6100 during business hours or leave a message after hours.

Wireless Network Access - All residence halls have been designed to have complete wireless coverage. However, as with any wireless technology, connection quality and speed can be affected by many environmental factors. The wireless networks on campus utilize WPA2 Enterprise encryption to provide the highest levels of security possible for students. Almost all laptop and desktop computers, tablets, and phones support this connection type. Devices like smart TVs, wireless streaming interfaces, and game consoles usually are not compatible with WPA2 Enterprise encryption. Most of these devices can still be set up to connect through the Ethernet provided they have a built-in Ethernet port. This can be accomplished through the use of a compatible Ethernet cable or through a pre-shared key. Students living in Residence Halls are able to connect Smart TVs, Rokus, Gaming Systems, and a variety of other devices to the MSU HomeDevice Wi-Fi network for Internet access. All students with active housing contracts are allocated 5 devices. Search resnet, missouristate, edu for set up instructions.

Custodial Services - Students are responsible for keeping rooms/apartments in reasonably clean condition and should empty waste and recyclables into hallway trash/recycling containers or outside dumpsters. To ensure a healthy environment, periodic room health inspections will be conducted by the residence life staff. The Custodial Staff cleans all public areas, including community bathrooms, on a regular basis in each residence hall. It is the residents' responsibility to maintain a clean and sanitary bathroom and kitchen in the suites/apartments at all times, with no trash build up.

Fitness and Aerobic Centers – Fitness and aerobic facilities are provided in some residence halls. The fitness centers are designed for low-impact work-outs for the residents of the respective buildings only. It is important to understand that the University shall not be liable for injuries that occur in our fitness and aerobic centers, and students should be careful not to overexert themselves. Students may need to check out keys to the rooms and "pins" at the front desk.

Ice, Change, and Vending Machines – Vending machines, stocked with a variety of snacks and beverages, are located in each residence hall. A convenience store is located at Hammons House and Heitz House. Ice machines and change machines also are provided in most halls. Students losing money in the vending machines should report the loss to the Bursar's Office, located in Carrington Hall, room 102. Refunds will be made at that time. Anyone losing more than \$5 in the change machines should call the number posted on the machines. No change is available at the front desks.

Insurance Coverage – 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 insurance. In addition,

the University shall not be liable for injuries or thefts that occur in and around residence halls, including laundry rooms, fitness centers, parking lots, etc. Students are encouraged to carry adequate insurance. For information on some insurance providers, please go to http://www.collegestudentinsurance.com.

Kitchen Facilities – A kitchen is available in each residence hall. Most kitchens are equipped with a stove, oven, microwave, and sink. In some residence halls, the kitchen is kept locked when not in use, but the key may be checked out at the front desk. Failure to return the key or equipment within the designated time may result in the loss of this privilege and/or a late fee may apply.

Laundry Facilities – Each residence hall is equipped with coin-free washers and dryers for exclusive use by residents. Ironing boards, drying racks, and folding tables are available in some residence halls. Washers and dryers are provided in each unit at Monroe Apartments. The University will not be held responsible for lost or damaged belongings.

Music Practice Rooms – Music practice rooms are available in Blair-Shannon, Hutchens, Scholars, Wells, and Woods Houses. Residents should check with the front desk for specific hours.

Parking – Residents with the appropriate parking tags are permitted to park in the designated lots surrounding the residence halls. Some of these lots are electronically card- accessed. Green lots are reserved for students living in Blair-Shannon House, Freudenberger House, Monroe Apartments, Wells House, and Woods House. Red lots are reserved for students residing in Hammons, Hutchens, Kentwood, Scholars, and Sunvilla. Specific lot numbers and locations are available from Transportation Services. Contact parking for information on guest parking. There is a limited amount of reserved parking available for Monroe and Heitz House residents. Spaces are reserved on a first-come, first-served basis. Residents may contact the front desk at Monroe or Heitz for more information. Monroe or Heitz residents not utilizing the reserved parking should contact Transportation Services for a parking permit. The University is not responsible for losses or damages to automobiles or other personal property located in the parking garage, driveways, or parking lots surrounding the residence halls. Washing or servicing of cars in driveways, garages, or parking lots is prohibited.

Reserving Residence Hall Community Space – University organizations wishing to utilize residence hall facilities including grand lounges, study lounges, and courtyard space for presentations and/or meetings should make this request of the particular hall council advisor or Hall Staff member at least two weeks prior to the date desired. Priority is given to Residence Life activities. Requests for reoccurring events will not be approved to allow for Residence Life events.

Telephones – Local telephone service to residence hall rooms is not provided by the University. Students may contract for local telephone services by contacting the Residence Life Office in Hammons House, room 107. Students must provide the

telephone instrument. Hallway phones are available to all residents for emergency use. When making a local call using a residence hall phone, an outside line can be obtained by dialing 9 and then the number. If a call is being made to a University telephone number, the caller need only dial the last five digits of the phone number. Campus numbers may be found in the online directory at http://www.missouristate.edu/campusservices/.

Dining Services

There are three dining centers (Blair-Shannon, Garst, and Heitz) on campus. Students with a meal plan may eat in any of the three dining centers by presenting their BearPass ID. This flexibility and variety allows students to select the dining facility that best meets their needs. Dining services are not provided or limited between semesters and during breaks.

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 and swimsuits are not acceptable.

In addition, no food (excluding a piece of fruit, cookies, or an ice cream cone) may be taken from the dining centers. Garst Food Hall offers meals to-go. Students may take a beverage using their own reusable bottle. The removal of glasses, dishes, or silverware from the dining centers 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 - The meal plan consists of two parts:

Part 1: 10, 14, 19 or unlimited meals per week, used at any dining center

Part 2: Declining-balance Dining Dollars package, used at any dining center, the Plaster Student Union Food Court, Starbucks, Glass Hall, Heitz Café 1905, and the Kentwood Dining machines.

Guest Meals – Residents are encouraged to invite family or other guests to dine with them in the dining center. Meals may be purchased on a cash basis or with Dining Dollars. All parents eat for free in the dining centers when they are accompanied by their students on a meal plan.

Misuse of a meal plan – Letting friends use your BearPass ID to gain entry to a dining center may lead to its cancellation or suspension without reimbursement for the unused portion of the meal plan.

Sack Lunches and Dinners – Sack lunches and dinners are offered daily for the purpose of providing a meal for students who are unable to return to the dining center.

Arrangements for this service must be made 24 hours in advance through the manager of the dining center or in the Dining Services Office in Blair-Shannon House, room 114.

Failure to pick up a sack lunch or dinner will result in loss of the privilege for the student for the remainder of the semester.

Special Meals – A student who is ill may obtain a special meal by having a friend present the ill person's BearPass ID card to the Dining Center Manager in order to receive the special meal.

Front Desk Services

Each residence hall maintains and staffs a 24-hour reception desk. These desks are an excellent resource for students and provide many useful services.

Residence Hall	Desk Phone Number	
Blair-Shannon House	417-836-5196	
Freudenberger House	417-836-5189	
Hammons House	417-836-4907	
Heitz House	417-837-7470	
Hutchens House	417-836-8484	
Kentwood Hall	417-836-4818	
Monroe Apartments	417-836-8228	
Scholars House	417-836-8787	
Sunvilla Tower	417-836-5410	
Wells House	417-836-5193	
Woods House	417-836-5338	

Equipment Available – Each residence hall provides a variety of tools, kitchen utensils and equipment, cleaning equipment, vacuums, games, and recreational equipment for the residents of that residence hall. The Department of Residence Life, Housing and Dining Services also provides bellhop carts and laundry bis for use during move-in, move-out, and breaks. These items may be checked out at the front desk with one's BearPass ID. Failure to return equipment within the designated time frame could result in a loss of this privilege and/or a monetary charge (\$5.00 charge for every 30 minutes late). The University will not be held liable for the use or misuse of equipment checked out at the desk. If damage results from this use, students will be held accountable. Vacuum cleaners may be checked out from the front desk of each residence hall with a BearPass ID. In order to maintain established quiet hours, vacuum cleaners are available to students daily from 10:00 a.m. to 10:00 p.m. Due to the limited number of vacuums available, students are asked to return vacuum cleaners within the designated time from when the equipment was checked out. Failure to return the equipment promptly will result in a \$5.00 charge for each additional 30 minutes of use after the designated return time. A 30-minute time limit may be imposed during peak times, such as move-out,

Family Weekend, and health inspections. Vacuum cleaners are provided as a service to students and may not be removed from the residence halls.

Keys – Students are responsible for all keys issued to them at check-in. Lost keys may be replaced by reporting the loss to the front desk. A key request will be completed at that time. Mailbox keys will be replaced for a charge of \$10.00. Room keys are replaced at a cost of \$10.00 and a re-core charge of \$50.00 is assessed if a room key is lost. Lock changes are performed as a safety precaution to prevent unauthorized entry into residence hall rooms. However, the ultimate responsibility for the safety and security of a student's room rests with that student. Mailbox and room key charges (except core charges) will be refunded if the lost key is returned to Residence Life within 90 days. Lost/not returned community room keys will cost \$60.00 (to re-core the lock and cut a new key). Please remember:

- Lock your room whenever you leave and when you are asleep.
- 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.
- Return any lost keys you may find to the reception desk.
- When returning to campus after a weekend away/break, confirm you have your access card and keys with you.

Keys obtained from sources other than the University are considered unauthorized. University keys may only be purchased for the purpose of replacing a lost key.

Lock-Outs – Residents are responsible for carrying their room keys at all times. In the event that a student is locked out of the room, the student may check out a key at the front desk between the hours of 8:00 a.m. and 5:00 p.m. (other than over the lunch break), Monday through Friday. The student should be prepared to present their BearPass ID to the receptionist. On weekends and Monday through Friday evenings, the RA on call will respond to lock-outs during regularly scheduled building rounds or on the hour. Should a student become locked out at a time not specified here, the student may locate a roommate to gain access to the room or wait for the RA to begin scheduled rounds.

Each student is provided with two 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 will be charged to the student's University account. This lock-out service should not be used as an alternative to the replacement of a lost key. For your own safety, report lost keys immediately.

Mail – Mailboxes are located within each residence hall, and mail services are provided at each reception desk. Residents must use the assigned mailbox key to obtain mail, as postal regulations prohibit staff members from removing mail from the boxes. While the front desk does not provide all the services of a United

States Post Office, 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 to the employee working the front desk with a BearPass ID in order to receive the package. The University will not be held responsible for mishandling of mail or packages. Mail is delivered to the residence halls daily, except holidays. USPS letters may be mailed at the front 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.

Deliveries from third party delivery companies (including but not limited to Door Dash, Grubhub, restaurants, Walmart delivery, etc.) will be placed on a table in or near the lobby of the front desk. It is the students' responsibility to pick up any deliveries. Noting that food deliveries not picked up in 24 hours will be disposed of. Residence Life is not responsible for any of these deliveries.

Mail will be received more quickly if it is addressed as follows:

	. ,	
Blair House	1001 E. Madison St., Room B-###	Springfield, MO 65807
Shannon House	1001 E. Madison St., Room S-###	Springfield, MO 65807
Freudenberger House	1000 E. Madison St., Room ###	Springfield, MO 65807
Hammons House	1001 E. Harrison St., Room ###	Springfield, MO 65807
Heitz House	811 S. Holland Ave. Room ###	Springfield, MO 65806
Hutchens House	1021 E. Harrison St., Room ###	Springfield, MO 65807
Kentwood Hall	700 E. Saint Louis St., Room ###	Springfield, MO 65806
Monroe Apartments	1141 E. Bear Blvd., Apt. ###	Springfield, MO 65807
Scholars House	1116 E. Cherry St., Room ###	Springfield, MO 65807
Sunvilla Tower	833 E. Elm St., Apt. ###	Springfield, MO 65806
Wells House	1132 E. Madison St., Room ###	Springfield, MO 65807
Woods House	1115 E. Bear Blvd., Room ###	Springfield, MO 65807

Student Housing Contract

https://reslife.missouristate.edu/Terms.htm

TERMS AND CONDITIONS OF THE 2024-2025 STUDENT HOUSING CONTRACT

The following Terms and Conditions are included as a part of the Housing Contract (Contract) between Missouri State University and the residents of Missouri State University student housing.

- 1. DEFINITIONS: In this Contract, the following definitions apply: Academic Year means the Fall and Spring academic semesters. Residence Hall means any of the following: Blair-Shannon House, Freudenberger House, Hammons House, Heitz House, Hutchens House, Kentwood Hall, Scholars House, Wells House, or Woods House. University Apartment means any of the following: Monroe Apartments, or Sunvilla Tower. University Housing means both Residence Halls and University Apartments. Student means the individual, admitted to Missouri State University, who will be occupying University Housing and is entering into the Contract. Missouri State means the Board of Governors of Missouri State University and its authorized officers and employees.
- 2. TERM: Unless terminated earlier pursuant to the Contract, the Contract is for the entire Academic Year for University Housing (as defined herein), or the remaining portion of the Academic Year based on the date of the Student's initial occupancy ("Contract Term"). Student may move into the assigned room beginning the Thursday before the first day of full-term fall classes, for the fall semester, and the Saturday before full-term Spring classes begin, for the Spring semester. The Missouri State reserves the right to modify the University Contract dates identified in this Section 2 following reasonable notice to University Housing residents. Student must vacate the assigned room or apartment either within 24 hours after the Student's last examination for that semester or within 12 hours after the last final is given during that semester, whichever is earlier. An exception regarding the vacating of rooms or apartments shall be in effect for graduating seniors who may remain as occupants until 10:00 a.m. of the day following commencement. For each day Student withholds possession of room or apartment after stated vacation/break policy has expired or termination of Contract, Student shall pay to Missouri State the daily rate for that room or apartment. If Student is not enrolled in at least six (6) credit hours following the University's last day to drop classes, Student will be assessed room fees and meal plan charges for the remainder of the semester.
- 3. ELIGIBILITY: Missouri State University admission and enrollment do not guarantee occupancy for on-campus University Housing. A student must be at least seventeen (17) years of age at the time of commencement of Residence Hall occupancy. Exceptions to the minimum age requirement will be processed through the Department of Residence Life, Housing and Dining Services for review by the Dean of Student's office. The Contract may be terminated at any time before or during the Contract Term: i) based on Student behavior while a resident of University Housing; ii) if Student poses a safety risk to

- other residents; iii) if the Student has a detrimental effect on the community environment, or a prior history of detrimental effect as a University Housing resident; iv) if Student has outstanding debts to Missouri State; or v) if the Student is not enrolled in at least six (6) credit hours at any time during the Contract Term. Following any termination of the Contract the Student must vacate the assigned room or apartment within the timeframe communicated by the University.
- 4. UNIVERSITY BREAK PERIODS: Certain University Housing will close during University scheduled breaks as follows: Blair-Shannon House, Freudenberger House, Wells House, and Woods House are closed during Thanksgiving Break, Winter Break and Spring Break. Hammons House, Heitz House, Hutchens House, Kentwood Hall, Scholars House, Sunvilla Apartments, and Monroe Apartments are open during all break periods. Fall semester residents of Hammons House, Heitz House, Hutchens House, Kentwood Hall, Scholars House, Sunvilla Apartments, Monroe Apartments, and any additional non-University Apartment opened by the University during the Term of the housing Contract who wish to reside on campus during the winter break must be in good standing with the University and enrolled for spring semester courses and coordinate with the Department of Residence Life, Housing and Dining Services. The Missouri State reserves the right to modify the University break periods identified in this Section 4 following reasonable notice to University Housing residents.
- 5. DEPOSIT: A security deposit of One-Hundred Dollars (\$100.00) is required upon execution of the Contract. The security deposit of returning student housing residents will transfer to the Contract if already received. The deposit will be returned upon completion of the Contract, if all outstanding obligations owed Missouri State are paid, there are no damages to the premises or furnishings provided to Student, and the proper check-out procedures are followed. Student agrees that the deposit is not a trust fund and may be commingled with Missouri State's funds, and that Missouri State is not required to pay interest thereon. Student agrees to arrange with a representative of Missouri State for a reasonable time for inspection of the premises at or near termination of the Contract, to determine the amount of security deposit to be withheld, if any, because of damage to the premises and furnishings. Student understands and agrees that "damage" includes missing furnishings and any unusual or abnormal wear and tear, including uncleanliness, and that cleaning fees may be charged, if necessary, as a part of damages. Student agrees that the deposit may be applied toward any default in payment of amounts required by the Contract or breach of the Contract by Student, and Student will additionally remain responsible for payment of all damage to premises and furnishings.
- 6. COSTS AND PAYMENTS: Missouri State, by formal action of the Board of Governors, shall set the fees for room and board, and Missouri State shall thereafter notify Student of the fees for the accommodations assigned (accommodations vary in size, layout, and amenities). Amounts required by the Contract will be reflected on Student's university account. Payments are to be sent to the Bursar's Office or paid through Student My.MissouriState. edu portal and are due on or before September 10 for the fall semester and

February 10 for the spring semester. Payments received after the above due date will be assessed a finance charge at a monthly periodic rate of 1% (annual percentage rate of 12.68%) to the remaining balance. The number of scheduled payments, the total amount due, and the minimum monthly payment will vary depending upon the residence hall in which Student is residing and the My Payment Plan for which the Student selected. Amounts required by the Contract include the Residence Hall Association activity fee of Twelve Dollars (\$12) per semester. Fees for room and board are subject to change by formal action of the Board of Governors and will be posted https://reslife.missouristate.edu/ rates.htm. If Student shall fail to make payment according to the schedule set forth herein, Missouri State may withhold grade reports and all other records or information requested by Student or third parties, as well as prevent Student from registering for future semesters. If Student has already registered for the subsequent semester, registration may be canceled. Failure to pay may result in Student being reported to a credit service. Student must pay the balance of the account in full upon request if the monthly payments become past due. Student agrees to pay costs of collecting the account including reasonable attorney's fees and court costs. Student further agrees that the venue for any action to collect the account will be in the Circuit Court of Greene County, Missouri.

- 7. STUDENT BILLING RIGHTS: If Student believes there is an error in billing, or if Student needs more information regarding a transaction on the bill, write Missouri State at the address listed on the bill as soon as possible. Missouri State must hear from Student no later than sixty (60) days after receiving the first bill on which the error or problem appeared. Student may telephone, but doing so will not preserve Student's rights. In the letter, Student should provide the following information: Student name and account number; the dollar amount of the expected error; description of the error and explain, if possible, how this error occurred. If Student needs more information, the Student should describe the item the Student is not sure about. Student does not have to pay any questioned amount while Missouri State investigates, but Student is still obligated to pay the parts of the bill that are not in question. While Missouri State investigates the question, Student cannot be reported as delinquent and no action will be taken to collect the amount in question.
- 8. BOARD: Meal plans are required for residence in all Residence Halls; meal plans are optional for University Apartments. If you purchase a meal plan it will begin with breakfast on the Friday before the fall semester begins, and with brunch on the Sunday before the spring semester begins. Food service is closed for Thanksgiving break, spring break, between semesters, and as determined by Dining Services. Unused Dining Dollars will be carried over from fall semester to spring semester if enrolled for spring but will be canceled without reimbursement if not used by end of spring semester. Refunds are only issued for students leaving the University completely or purchasing a different plan. If the Student is leaving the University completely, the unused remaining balance will be refunded to the Student's general account with the University. This portion of the refund may be used to pay off other existing bills with the University. If the Student is planning to purchase another plan, the amount used

- by the Student is owed to the University and the amount of the new plan is owed to the University. Example: Student has a \$182/\$200 Dining Dollar Plan, and has used \$20. The amount refunded for the \$182 plan is \$162 (\$182 \$20 usage).
- 9. UNIVERSITY HOUSING ASSIGNMENTS: Student understands the Contract is for any Missouri State student housing accommodations and not a specific Residence Hall room or University Apartment. The University has the right to alter room assignments at any time. Student understands that the Student may be required to move to another University Housing room or apartment, or that a new roommate may be assigned due to student housing vacancies. In case of vacancy, Student will occupy only half of the assigned room or apartment; and if Student occupies the entire premises, Student agrees to pay the single University Housing room/apartment rate. Student agrees to accept any and all roommates assigned to the University Housing room or apartment. If assigned to an expanded housing/temporary room or apartment, Student's account will be credited twenty percent (20%) of daily room rate per billable day for the length of stay in said accommodations.
- 10. STUDENT BEHAVIOR IN UNIVERSITY HOUSING: Student agrees to abide by the laws of the State of Missouri; the ordinances of the City of Springfield; and the policies of Missouri State University including, but not limited to, Missouri State University Code of Student Rights and Responsibilities. Additionally, the Student is responsible for the policies and procedures set forth in the Guide to Living and complying with the directives of University Housing staff. Such policies and procedures are subject to change by Missouri State at the discretion of Missouri State University. Failure of Student to comply with and observe any such rules, regulations, policies, codes, or procedures could jeopardize Student's eligibility for student housing, terminate the Contract, or subject Student to Student Conduct charges and consequences. Missouri State University's policies affecting student behavior and/or University Housing are subject to changes and additions at the discretion of Missouri State University. All changes to Missouri State University policy relating to the Contract and/or a student's residency in University Housing is effective and binding on the student as of the effective date of the policy change.
- 11. LIMITED PROHIBITION OF ALCOHOL: For the health and safety of all Students and residents in University Housing, possession or use of alcoholic beverages are limited. Possession or use of alcoholic beverages are prohibited in all Residence Halls, except for Kentwood Hall. While alcohol possession and use is permitted in University Apartments, students are still responsible for compliance with the Code of Student Rights and Responsibilities as well as other laws and rules regarding the possession or use of alcoholic beverages.
- 12. MAINTENANCE: Student agrees that the Student is liable for full payment for any loss or damage to University Housing room or apartment including but not limited to, furnishings, public use areas, or any other materials provided to the Student by Missouri State. Student may also be charged a prorated portion of damages to University Housing public areas where responsible parties cannot be identified. Student may not remove University property from University

Housing including, but not limited to, rooms, apartments, lounges, hallways, or public areas. Student agrees to assume and bear the risk of loss with regard to all personal property kept or maintained in University Housing. Missouri State does not carry property insurance covering any such loss and assumes no responsibility for the payment of any such loss. All students are encouraged to keep their rooms/apartments locked and their valuables secured at all times. Student is responsible for all activities and visitors' activities taking place in University Housing. Student shall take reasonable care of the Student's premises and the appurtenances, equipment and fixtures therein. The Student shall keep the room or apartment in good order and sanitary condition, and shall return the same at the expiration or other termination of the Contract in as good condition as when received, ordinary wear and damage or destruction not caused by negligent or willful acts or omissions of Student expected. Student shall use, operate and maintain the equipment furnished by Missouri State in accordance with the directions of the manufacturer and such additional instructions provided to the Student.

- 13. RIGHT TO ENTER, INSPECT, REPAIR, AND MAINTAIN: As Missouri State may deem reasonable, appropriate, or necessary, Missouri State employees, or designated agents, shall have the right to enter and inspect the premises during reasonable hours, and upon reasonable notice to (1) maintain the building: (2) make such repairs, alterations and improvements to the premises and building: and (3) take all actions necessary (including moving and/or disposing of Student's personal effects) to prepare the premises and building for a new roommate or for occupancy by others. Any such actions undertaken by Missouri State shall be executed with reasonable diligence and all portions of the premises and building affected thereby shall be restored to as good condition as before the work. Missouri State shall not be liable for inconvenience caused to Student by any such work, nor shall any entry or activity incident thereto have any effect upon the Contract or upon the obligations of Student thereunder. If entry to the premises shall be necessary on account of any emergency permissible under the terms of the Contract and Student shall not be present to open the premises, Missouri State employees may enter by use of a master key or may forcibly enter, and Missouri State shall incur no liability therefore provided reasonable care is given to Student's property, and such entry shall have no effect on the Contract. Missouri State officials may enter a room or apartment to investigate a potential violation of rules or regulations, when reasonably necessary in accordance with Missouri State policies.
- 14. LIMITATION OF LIABILITY: Consideration being provided in permitting Student to enter into the Contract, Student hereby agrees to hold harmless and release, waive, discharge, and covenant not to sue Missouri State for any and all claims for liability on account of death or injury to person or property of Student of any kind or nature whatsoever arising out of or in any way connected with Student's use, occupation, or other activity resulting from Student entering into the Contract, even though the claim or liability may arise out of the negligence or carelessness on the part of Missouri State, or any third person, whether foreseen or unforeseen, known or unknown. This waiver includes any claim for injury or

- damage caused by weather, accumulation of snow or ice, breakage, stoppage, failure of University provided technology services, releases of utilities, fixtures or equipment. This specifically includes use by Student of all fitness equipment. Missouri State shall not be responsible for any failure to provide housing or food service in the event conditions exist not wholly within its control including, but not limited to, fire, strikes, lock-outs, riots, weather, or other Acts of God (Force Majeure). In such event Missouri State shall not be obligated to refund any amount already paid pursuant to the Contract.
- 15. DESTRUCTION OF PREMISES: If the assigned room or apartment is destroyed by casualty so that it may not be repaired within thirty (30) days, Missouri State reserves the right to cancel the Contract by notice to Student. In the event a room or apartment becomes uninhabitable for periods of less than thirty (30) days, Missouri State may either cancel the Contract by providing notice, or at its option, may elect to provide prorated credit to Student for charges incurred by Student pursuant to the Contract. In no event will Missouri State's liability for uninhabitability or destruction of premises exceed the amount set forth in this paragraph. If Missouri State cancels the Contract pursuant to this paragraph, Student will receive a prorata refund on amounts prepaid by Student.
- 16. DEFAULT: Missouri State reserves the right to revoke the privilege for Student's failure to comply with the terms of this Contract, or to remain a student in good standing. If Student shall vacate or abandon the premises, or if proceedings under any bankruptcy act shall be instituted by or against Student, or if default be made in the payments, or for any breach of any covenant or agreement herein contained, Missouri State shall have the right to enter and take possession of the premises, and Student agrees to deliver same without process of law; and the Contract at the option of Missouri State shall terminate, but the obligation of Student to pay amounts required by the Contract shall remain in full force and effect and Student shall be liable for any loss or damage to Missouri State by reason of Student's failure to comply with the terms hereof. Student agrees as part of the Contract to be responsible for all costs and expenses incurred by Missouri State in enforcing the Contract, including a reasonable attorney's fee. The Contract and all rights of the parties thereunder shall be governed by the laws of the State of Missouri. All amounts due under the Contract, including any damages for its breach, shall be paid in Greene County, Missouri. Any action to enforce the obligations contained within the Contract must be brought in Greene County, Missouri, Circuit Court. Except, where Student shall vacate or abandon the premises or lose possession as a result of breach of any covenant or agreement herein contained, Missouri State may or may not, in its sole discretion, elect to accept as liquidated damages, the parties agreeing that in some circumstances actual damages are difficult, if not impossible, to ascertain, the following amounts: For returning Residence Hall students, if written cancellation (sent directly to the Department) is received and accepted by the Department of Residence Life, Housing and Dining Services by 11:59 p.m. April 1, 2024, no fees will be assessed. From April 2, 2024, and throughout the academic year, a One-Hundred Dollar (\$100.00) fee will be assessed. For new Residence Hall students, if written cancellation (sent directly to the Department)

is received and accepted by the Department of Residence Life, Housing and Dining Services by 11:59 p.m. May 1, 2024 (December 1, 2024, for Spring-Only Contracts), no fees will be assessed. From May 2, 2024 (December 2, 2024, for Spring-Only Contracts), and throughout the academic year, a One-Hundred Dollar (\$100.00) fee will be assessed. If the above-referenced deadlines should fall upon a Saturday or a Sunday, the following Monday will be used. In addition, if Student is given permission by the Department of Residence Life, Housing and Dining Services to break the Contract and properly check out of University Housing, during the first week of classes in the first semester of residence during Contract, 0% of the entire semester room fee and all meal charges to date of check-out will be assessed; during the first week of classes in the second semester of residence during Contract, 10% of the entire semester room fee and all meal charges to date of check-out will be assessed; during the second week of classes of either semester, 20% of the entire semester room fee and all meal charges to date of check-out will be assessed; during the third week of classes of either semester. 35% of the entire semester room fee and all meal charges to date of check-out will be assessed; during the fourth week of classes of either semester, 50% of the entire semester room fee and all meal charges to date of checkout will be assessed; during the fifth week of classes of either semester, 65% of the entire semester room fee and all meal charges to date of checkout will be assessed; during the sixth week of classes of either semester, 80% of the entire semester room fee and all meal charges to date of checkout will be assessed; during the seventh week of class and after, 100% of the entire semester room fee and meal charges will be assessed. Also, if Student is given permission by the Department of Residence Life, Housing and Dining Services to break the Contract at any time after the Student has either arrived to campus or on or after the first day of the Contract, whichever is first, an additional Five-Hundred Dollars (\$500) will be assessed for residence hall students. The parties acknowledge and agree that the above-stated liquidated damage amounts may be in addition to any application of security deposit as authorized by the Contract and by law, plus attorney's fees, expenses, and costs. If liquidated damages are accepted under certain mutually agreed upon conditions, any deviation from said conditions will be cause for the Contract to be retroactively reinstated and all costs associated with the reinstatement will be billed to Student accordingly. If Student has reserved space in University Housing and fails to move in or give written notice of cancellation by 11:59 p.m. the day before student Contract begins as listed in Section 2, , the same option will be available to Missouri State, in its sole discretion, to accept or not accept liquidated damages in the amounts stated above.

- 17. ASSIGNMENT: Student shall not assign the Contract or any interest thereunder, or allow anyone to come in through, with or under Student, without advance written consent of Missouri State in each and every such instance.
- 18. MENINGITIS REQUIREMENT: In accordance with Missouri Law (RSMo 174.335), every public institution of higher education in Missouri must require all students who reside in on-campus housing to have received the CDC Advisory Committee's recommended meningococcal vaccine within five (5) years of

- enrollment unless a signed statement of medical or religious exemption is on file with the institution's administration. Before a student will be issued an assignment to University Housing the Student must satisfy this requirement or present an approved exemption.
- 19. DISTRIBUTION OF STUDENT CONTACT INFORMATION: By submitting the Contract, Student hereby consents that Missouri State is authorized to reasonably disclose the Student's permanent address and phone number (Student Contact Information) to all assigned roommates, suitemates, and apartmentmates according to the Student Housing Application.
- 20. MISSOURI STATE UNIVERSITY NON-DISCRIMINATION POLICY STATEMENT: Missouri State is a community of people with respect for diversity. Missouri State emphasizes the dignity and equality common to all persons and adheres to a strict non-discrimination policy regarding the treatment of individual faculty, staff, and students. In accord with federal law and applicable Missouri statutes, the Missouri State does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972. This policy shall not be interpreted in a manner as to violate the legal rights of religious organizations or of military organizations associated with the Armed Forces of the United States of America. The Missouri State maintains a grievance procedure incorporating due process available to any person who believes he or she has been discriminated against. Missouri State is an Equal Opportunity/Affirmative Action/Minority/Female/Veterans/Disability/Sexual Orientation/Gender Identity employer. Inquiries concerning the complaint/ grievance procedure related to sex discrimination, including sexual harassment and sexual assault, should be addressed to the Title IX Coordinator, Carrington Hall 205, 901 S. National Ave., Springfield, Missouri 65897, titleix@missouristate. edu, 417-836-8506, or to the Office for Civil Rights. All other inquiries concerning the complaint/grievance procedure related to discrimination and/or harassment on the basis of a Protected Class other than sex, as well as inquiries related to the University's Affirmative Action Plan, or compliance with federal and state laws and guidelines should be addressed to the Equal Opportunity Officer, Office for Institutional Equity and Compliance, Carrington Hall, Suite 205, Springfield, Missouri 65897, equity@missouristate.edu, 417-836-4252.

Consolidation Procedure: At any time during the academic year, if a student moves out of a room/suite/apartment leaving a vacancy, the remaining student must select one of the following options:

1. Elect to pay the private room fee and retain the room privately for the remainder of the semester. This is an option only when there is space available

and there is not current demand for housing by new students. Private room fees will be calculated on a prorated basis.

- 2. Choose to move to another half-filled room.
- 3. Find another student in a half-filled room who is willing to move into the room.

This consolidation procedure does not require an individual to consolidate unless: (a) there is a need for space in the residence hall system, (b) there is a waiting list for private rooms, (c) it would result in energy conservation, (d) it would facilitate cleaning and renovation, or € it would make space available for additional students, guests, offices, and conference groups. If a student is occupying a room without any roommates, and does not wish to contract for a private room, the student must:

- Keep the unoccupied half of the room in such a condition that would allow someone to move into the room on short notice.
- Display an attitude of cooperation and acceptance toward any student who
 may wish to examine the room prior to occupancy.
- Agree that the room may be shown to prospective occupants without prior notification and in the student's absence.
- Agree to accept a roommate assigned by a Residence Life staff member.

Students who are directed to consolidate, but fail to do so will be billed automatically for a private room. Students who refuse to accept an assigned roommate, or who elect to pay for a private room after the Private Room/
Consolidation form is completed, will be automatically charged the private room fee prorated from the date of the vacancy. Students in half-empty rooms must keep the room in half-empty condition at all times. Students leaving for winter break who are in a half-empty room must make sure all personal belongings are only in half the room, as a new roommate may move in during the break.

Apartment Eligibility –To reside in the Apartments, an individual must also have lived on campus for at least two semesters, have 30 hours of transferrable credit post high school graduation, or be at least 20 years of age or older. In Monroe Apartments, students are permitted to share an apartment with any qualified student of their choosing, as each person has a private bedroom and bathroom.

Room Use – Residents are not permitted to sublet or assign their rooms, or use their rooms for commercial/business purposes. Students are not permitted to remove equipment or furnishings from any room in University housing. Room modifications may be made only in adherence to departmental guidelines as otherwise stated in this Guide.

Check-In and Check-Out Procedures

Check-In – When students move into their rooms, they will be emailed a link to the Online Room Condition Report (RCR) that includes a completed room/suite/ apartment inventory. Some spaces utilize paper Room Condition Reports, which will be provided to the student during check-in to review. This inventory serves as

a record of the contents and conditions of the room/suite/apartment and serves as the basis for check-out and assessment of damages when a student moves out.

Check-Out - In order to properly move out of a room/apartment, the student must check out with a Resident Assistant. RAs will provide students with sign-up times for check-out during finals week or last week of the contract. These appointments are necessary for the convenience of students and allow RAs to plan in advance if a schedule conflict requires the assistance of another staff member in the check- out process. During check-out, the RA will inspect the room/suite/apartment, record any damages on the Room/Apartment Condition Report, collect keys and access card, and obtain the student's signature on the Room/Apartment Condition Report, 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. If a student checks out of a room during a holiday period, the student must make arrangements with the Department of Residence Life, Housing and Dining Services to check out during normal office hours. A fall semester resident not planning to return to the residence halls in the spring must check out of the room 24 hours after their last final or by 8:00 a.m. on Saturday, after finals, Apartment students check out by 8:00 am on the last day of their contract term as indicated in Terms and Conditions. A student will be billed the daily housing rate for every day beyond this deadline until the student officially checks out. The cost of any damages to the room/suite/ apartment may be collected at the time of check-out, billed to the student, and/or deducted from any housing deposit refund due to the student.

Residence Hall Room Assignments and Changes

Room Assignments – Assignments for new students are made according to a priority date determined by the date the student's contract is completed. It is the Department's policy not to discriminate when assigning roommates. Missouri State University is a community of people with respect for others. 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. Refer to the University's non- discrimination policy as listed on page 2 of this Guide. The Department of Residence Life, Housing and Dining Services reserves the right to change room or hall assignments.

Students agree to accept any and all roommates assigned to the room or apartment as indicated in the Terms and Conditions section 9.

Room Changes – Residents are encouraged to discuss room changes with their roommates first. If room assignment problems continue, the student seeking the room change should contact an RA who will mediate the dispute. If still unresolved, the RA will refer the student to the Hall Director. In roommate conflicts which cannot be resolved, all roommates may be reassigned.

Room changes may be requested in My Missouri State on the Housing Card. Students wishing to move on to a living-learning community will need to meet the criteria for that LLC. Room change requests will be accepted after the first few weeks of the fall and spring semesters, and there must be space available to allow

a room change. Room changes will be approved on the basis of availability. Room change requests based on discrimination will not be granted. Only room changes that have received formal approval may take place. Students who change rooms/halls without expressed permission are in direct violation of Code of Student Conduct 4.7.

Expanded Housing Assignment – There are some semesters in which more students desire housing than can be accommodated in designated residence hall rooms; also, a number of students withdraw shortly after each semester begins. Therefore, especially for the fall semester, the University considers it advisable to make additional space available for student housing, such as residence hall conference rooms, guest rooms, RA rooms/ apartments, and study lounges, which are converted to provide housing during this period. Permanent assignments are made as spaces become available. A student will be assigned to a designated residence hall room based on the student's housing priority date as determined by date the student completes the housing contract. Students assigned to expanded housing receive a credit of 20% of the daily room rate as per the Terms and Conditions. The use of expanded housing assignments gives students the opportunity for housing, and it also keeps housing rates as low as possible by making maximum use of facilities.

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, Housing and Dining 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; 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 at Missouri State, 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 and Residence Life 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, Housing and Dining 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. FERPA release forms can be found on the registrar's website.

Facilities

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 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, 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 University Safety of your situation.
- The elevator in Freudenberger House may be used by residents only at designated times during opening and closing weeks, or by residents with an accommodation on file requiring such access.

Emergency Procedures

In the event of an emergency, assistance may be obtained by contacting an RA or the front desk of the residence hall. Give a clear description of the problem, your location (including floor and room), and your name.

Bomb Threat – In the event of a bomb threat requiring evacuation of the residence hall, students 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.

Contacting Parents/Guardians – If students are assessed and transported by emergency medical services personnel for medical issues, alcohol poisoning, or suicide ideation/attempt, the student's emergency contact will be contacted by a University staff member.

Corridors and Fire Doors – It is absolutely essential that corridor and stairwell doors be kept closed at all times. Closed doors slow the travel of smoke, heat, toxic gases, and fire from the area of origin.

Emergency Lockdown of a Residence Hall – Procedures have been developed in the event of an emergency situation occurring on the Missouri State campus. Your RA will cover these procedures during the first floor meeting. Please listen to these instructions and always follow directions given to you by staff members in the case of an emergency. These procedures have been put in place for your safety, not as an inconvenience or interruption of your plans.

Fire Regulations – Periodic fire drills are required to ensure 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 room/suite/apartment. All residents and visitors are required to evacuate the residence hall when the hall fire alarm is sounded. Those refusing to cooperate with staff or evacuate the residence hall are subject to the consequences of their actions.

In the event the fire alarm sounds:

- Leave the residence hall at once, using the nearest stairway exit. Depart the
 room immediately, but dress in preparation for exiting into the outdoors (e.g.,
 shoes, coat, etc.).
- Lock your door.
- Never use the elevator during a drill or actual fire.
- If you are away from your room when the fire alarm sounds, do not return to your room, but leave the residence hall via the nearest exit.
- Do not return to the residence hall until given the all-clear signal by safety personnel or residence life staff.

In the event of a fire:

- · Contain the fire, if possible, by closing the door.
- Pull the nearest fire alarm (pull station).
- No matter how small the fire, and even if it is already extinguished, report it to the front desk or your RA immediately.
- Leave the residence hall by the nearest stairway. Do not use an elevator. Close the room and hallway doors behind you. Remain calm at all times.
- Do not return to the residence hall until given the all-clear signal by a University Safety Specialist or the Residence Life staff.

Missouri State Alert – This is the University's mass notification system, which uses a variety of methods to contact students, faculty, and staff in the event of an emergency or school closing. The system allows you to receive urgent notification where and how you want—from text messages and e-mails to phone calls.

It is also very important that you follow the instructions given, whether you are in your residence hall, in an academic building, or outside. To change your preferences or obtain more information, go to http://www.missouristate.edu/safetran/.

Threats and Harassment – Residents who are physically threatened or harassed should immediately contact the RA or the front desk for assistance. Residents who receive threats/harassment over the phone should follow these procedures:

- · Note the exact time of the call.
- Write down as accurately as possible all statements made by the caller.
- Listen to the voice to determine perceived gender, age, accent, and any other distinguishing features of the voice.
- Listen for any background noises (e.g., vehicular noises, alarms, voices, etc.)
- After the call is ended, notify your RA or front desk.

Tornadoes and Severe Weather – Two types of tornado alerts are issued by the National Weather Service: **tornado watch** and **tornado warning**. Students should become 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.

A tornado watch signifies that atmospheric conditions are such that a tornado may develop. The National Weather Service will issue a tornado watch for a specific time period and geographical area. Students should monitor both television and radio weather bulletins to listen for details and changes in weather conditions. 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 (these may not be heard inside residence halls). The sirens may go on and off during the event. A MSU text alert may also be issued. In the event of a tornado warning:

- Close and lock your room door and close hallway doors behind you. Bring a book and flashlight with you if they can be located quickly.
- Move to the lowest floor or basement immediately, remaining in the hallway
 until the all-clear is given by a Residence Life staff member. Do not remain in
 any area that has glass windows, especially lobbies.
- Cooperate fully with all Residence Life staff members. Those refusing to cooperate with staff or evacuate to a designated area are subject to the consequences of their actions.

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 submitted via the online Work Request system or taken to the front desk or an RA.

Online Work Request System -

To submit a Work Request, go to: https://www.missouristate.edu/facilities/ WorkManagement.htm and follow the on- screen directions. You will receive e-mail confirmation of your request's status. To ensure that 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.
- Submit only one service type per Work Request.

If there is an emergency (e.g., major water leak, air conditioning or heating problems, door locks), contact your RA or front desk. To check the status of a previously submitted work request, go to https://www.missouristate.edu/facilities/WorkManagement.htm. Select "Search By Number/Work Request" from the pull-down menu. Enter your Work Request number on the next line and press the button.

You will now see your original work request. If it has been assigned a Work Order number, it will be displayed; click on the Work Order number to view the status of your request. For other searching functions, select an option on the left side of the screen under "Search by Request/WO#." If you have any questions, please contact your RA or your front desk.

For computer-related items such as data jacks, network connections, or personal computer issues by calling the ResNet Help Desk at 417-836-6100.

Damages – The condition of each room/suite/apartment is checked at the beginning and end of each academic year. To avoid being charged for damages for which you are not responsible, residents should carefully check the Room (RCR) sent to your MSU email, to make certain all existing damages are noted on the sheet. Damages to University property that occur during the school year by residents or their guests are the responsibility of the residents of the room or suite.

Damage/Charge Appeals – Appeals must be submitted by the student online at My.MissouriState.edu. Sign into your account and select the Housing Card, then click the Appeal Damage Charges link.

Appeals for damages in a given semester will only be considered until the fifteenth of the month that follows the end of the semester.

Semester:	Deadline:
Fall	January 15
Spring	June 15
Summer	August 15

Heat/Air Conditioning Conversion – Blair-Shannon, Hammons, Kentwood, and Sunvilla are two-pipe buildings, meaning that only air conditioning or heat is available, depending on the season. Hall Councils in each building provide annual input on dates the students would like to convert to heat in the fall and to air conditioning in the spring. The Department also monitors student complaints and building mechanical systems in making the transitions.

Medical Needs and Accommodations

Students with medical needs should communicate those needs to the Department of Residence Life, Housing and Dining Services. If accommodations are requested, students will need to register with the Disability Resource Center, located in Meyer Library 111.

Students with a medical condition requiring injections must inform Residence Life of that medical condition, as a disposal unit for used needles will be provided in the room/suite/apartment, and the Department will maintain and empty the containers as needed. In addition, disposal units are provided in all community bathrooms in the residence halls.

Pest Control

Residence Life has every room (including resident rooms and staff apartments) in each residence hall treated by our pest control contractor three times per year. These applications take place before opening in August, at semester break, and during spring break. In order to request treatments for insects or other pests beyond the regularly scheduled applications, a work order should be entered in the online work request system at https://www.missouristate.edu/facilities/ WorkManagement.htm. If a resident wants to provide a specimen of an insect, it should be placed in a Ziploc bag and taken to the front 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, the source needs to be located before treatment can take place. Residence Life has a protocol for treating bedbugs. If you suspect you have bedbugs, fleas, lice, scabies, etc. contact your Resident Assistant, Hall Director, or front desk immediately. It is the resident's responsibility to notify Residence Life 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 conduct charges and/or financial charges up to \$1,500.00 for eradication of pests.

Security Systems

Card Access Security System – A card access system permits a resident to gain entry to their hall at all times, but limits the entrance of non-residents.

Guests are asked to contact residents using the telephone located in the entryway of each building. Access cards are issued to students upon their arrival to University housing. Card access is an electronic security system that helps maintain the security of the outside doors of all residence halls. Access cards issued to students allow entry into their assigned residence hall and other specified doors. Lost cards should be reported immediately to the front desk, where they may be replaced for a \$25.00 charge. A student who pays for a replacement card, then finds and returns the lost card within 90 days, will be issued a \$20.00 refund. Access cards which are not working properly and free of damage may be exchanged, at no charge, at the front desk. Access cards should be returned with room keys when students check out of the residence hall. Cards should be returned in good condition and must be reusable and free of markings and cracks to avoid additional charges.

To help maintain a goal of safety and security of all residence halls, students 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 without a host. Access phones are available in the entryway of each residence hall so guests may contact students they wish to visit. Students are prohibited from loaning or giving their access cards to others.

Community Watch – Residents are asked to watch out for and protect their "home away from home" and the members of their community. The safety and security of each residence hall 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. For their own safety and the safety of their fellow residents, students are asked to observe appropriate safety and security measures and to report concerns to their RA or front desk staff.

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

Door Security – In addition to exterior door security, every residence hall student door is equipped with a security peephole and a deadbolt. Students should utilize these and other safety measures when uncertain about a visitor.

Identification of Personal Property – Students are encouraged to identify personal property (e.g., bikes, gaming systems, TVs, etc.) with an engraver. It is helpful to note all the serial numbers of your personal belongings.

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. Surveillance cameras do not have audio capabilities and will not be placed in private areas, such as bathrooms or student living units. The Department of Residence Life, Housing and Dining Services is the authorizing agent for access and control of any camera and monitor.

Windows, Screens, Ledges and Roofs – The misuse of windows and window screens can present a serious safety hazard to students 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 room window or other residence hall window 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 residence halls.
- No objects of any type may be thrown from, dropped from, pushed out of, placed outside of or allowed to fall from any residence hall window.
- 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.

Due to the severity of this safety concern, the Department of Residence Life, Housing and Dining Services will hold responsible all students involved in these actions, including the resident(s) of the room in which a violation of these policies has occurred. A charge of \$100.00 will be assessed for each incident where a screen is removed, people/items are on a ledge, and/or when items are thrown out a window. A charge of \$25.00 will be assessed for each incident where 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 residence hall room window. Removing, defacing, or damaging these window stickers, or any violation of the guidelines previously cited will result in a referral for conduct charges, in addition to any monetary charge incurred. Any damage to windows, screens, tracks, closures and/or window stickers should be reported to a Residence Life staff member immediately.

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 Department contributes to the University's sustainability efforts in many ways, such as lighting common-area spaces using occupancy sensors, cleaning with environmentally friendly products, and installing water bottle-filling stations, energy-saving appliances, and low-flow shower heads and aerators. In addition to these efforts, Residence Life encourages campus awareness of and commitment to the Three R's: Reduce, Reuse, Recycle. Not only are there educational opportunities within the residence halls in the areas of energy and water conservation and waste reduction, but also fun, community-involvement projects to utilize learned knowledge of sustainability and make it a lifelong habit.

Recycling – Each residence hall is equipped to make recycling as easy and convenient as possible. There are labeled bins for recycling located on each floor in the residence halls. As a further effort, each residence hall room contains a green container to assist residents in sorting recyclables and waste before relocating these items to the community recycling containers.

Plastic shopping bags, printer cartridges, batteries, and glass can be recycled in the residence hall lobby. Listed below are items that can be recycled on each floor:

- aluminum cans (soda, canned goods, etc.) paper egg cartons
- #1 #7 plastic tubs and screw-top containers #1 #7 plastic bottles and jugs
- paper and hardback books paper drink cartons
- magazines, brochures, and catalogs clean aluminum foil and pie pans empty aerosol cans (no caps)
- loose metal jar lids and steel bottle caps
- cardboard (separated from items above)
- paper bags
- shredded paper file folders office paper notebook paper
- newspaper and inserts

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 e-mail 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 BearLine around
 campus, or walk.
- Reuse Donate your reusable items by participating in Residence Life,
 Housing and Dining Service's closing recycling program at the end of each semester 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.

Student Conduct

In the event of an inconsistency between this Guide and the Code of Student Rights and Responsibilities, the Code of Student Rights and Responsibilities shall control.

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. This situation requires students 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 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. Students are encouraged to learn responsible decision making, develop an appreciation of 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 the Department of Residence Life, Housing and Dining Services or the University, this behavior is addressed through the residence life and/ or the University student conduct system.

Documentation of Violations – Residence Life staff, including RAs, Hall Directors, Coordinator of Apartment Living, Graduate Assistants, Night Hosts, Receptionists, and Student Desk Workers/Assistants are required to confront violations of residence hall policy. 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 email communication informing them of the 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 conduct action.

Adjudication of Alleged Policy Violations – Information about the conduct process, including student rights, responsibilities, due process, hearing procedures and sanctions, may be found at http://www.missouristate.edu/StudentConduct/default.htm.

Residence Hall Code of Student Conduct

Policies and Regulations – Any residence hall student who is 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 is subject

to disciplinary sanctions, conditions, and/or restrictions. Residents should review the University Code found at httm. Students will be held responsible for their own behavior. Community standards include, but are not limited to, the following inappropriate behaviors:

2. Alcoholic Beverages (Reference 4.11 of the Code for more information)

- Kentwood Hall, Sunvilla and Monroe Apartments residents, see exception in Terms and Conditions.
- Possession, use, sale, and/or distribution of alcoholic beverages or alcohol
 paraphernalia (as defined in the Code) in the residence halls or at any
 Residence Life sponsored event;
- Possession of alcohol containers including one or more cans, bottles, bongs, kegs, flasks, or paraphernalia within the residence hall room or at any residence life sponsored event;
- The term "Paraphernalia" includes any object that: i) contains the residue of
 alcohol or of an illegal drug, ii) is manufactured or sold for the consumption
 of alcoholic beverages or an illegal drug; or iii) is designed for the rapid
 consumption of alcohol. Examples of Paraphernalia under this definition
 include, but are not limited to, a marijuana pipe or bong, blow tube, a beer
 bong, and empty beer cans, liquor bottles, or empty case of beer.
- Intoxication by individuals in the residence halls or at any residence life sponsored event.

3. Narcotics or Drugs (Reference 4.10 and 7.9 of the Code for more information)

- Use, possession, or distribution of narcotics or other controlled substances,
 or related Paraphernalia, except as expressly permitted by Federal law or
 public intoxication on University Premises. Including the use of prescription
 medications without proper prescription or used counter to the directions of
 a valid prescription. Additionally, the misuse of any products for the purposes
 of obtaining a similar effect as illegal drugs. in the residence halls or at any
 Residence Life sponsored event, except as expressly permitted by law.
- Marijuana including medical marijuana is prohibited on campus and in the residence halls. (Reference 7.9 in the Code for more information).

4. Firearms and Weapons (Reference 4.12 of the Code for more information)

• 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. Possession of weapons on University premises even by licensed holders of concealed handguns. Lethal weapons include any object so designed or adapted to be capable of taking a human life. Weapons including firearms, a blackjack, switchblade knife, other than an ordinary pocketknife with no blade more than two inches in length, brass knuckles, and projectile weapon such as a bow, crossbow, pellet gun, slingshot, or any other weapon as defined by Missouri law. Possession of items such as stun guns, pellet guns, dart guns, darts, paint guns, bows and

arrows in the residence halls.

5. Theft, Damage or Unauthorized Use (Reference 4.4 of the Code for more information)

- Theft is 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, residence hall community, or University and
 residence hall visitors. Possession of property, knowing it to be stolen, is theft.
- Damage is defined as attempted or actual damage to property belonging to the University, residence hall students, other members of the University and residence hall community, or University and residence hall visitors. Defacing, and/or unauthorized removal of University and residence hall property, including public area furniture, is damage and/or theft.
- Unauthorized use is defined as attempted or actual use of credit cards,
 BearPass ID, access card, and/or personal checks including forgery, alteration,
 or misrepresentation of any form of identification.

6. Disorderly Conduct/Harassment (Reference 4.3, 4.16, 4.17, 4.19, 4.20 of the Code for more information)

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

- Physical harm or threat of harm to any person;
- Intentional, reckless or negligent conduct which threatens or endangers the health or safety of any person;
- Unduly disruptive to the University community, lewd, or obscene. Obscene
 conduct may include conduct that appeals only to a prurient interest and/or
 depicts/describes sexual acts in a patently offensive way.
- A breach of peace
- Aiding, abetting, or procuring another person to breach the peace on University premises or at functions sponsored, or participated in, by the University
- 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 restrooms. Also prohibited is the intentional or knowing viewing, storing, sharing, and/or other distribution of such unauthorized images by any means.
- Unauthorized distribution of sexually explicit images, sharing, displaying, or
 otherwise distributing nude or sexually explicit images of another individual
 without that individual's consent, even if the image was lawfully made or
 taken with consent. The knowing or intentionally viewing of an image by a
 third-party when the third party knows or has reason to know that the subject
 of the image has not consented to such viewing or distribution is likewise a
 violation of this section.

- Sexual discrimination (including but not limited to sexual violence, sexual harassment, sexual assault), domestic violence, dating violence, and/or stalking. Missouri State University is committed to creating and maintaining an environment that is safe and free from sexual violence and sexual harassment, including sexual assault and stalking. The University will take immediate action to eliminate harassment, prevent its recurrence, and address its effects. This policy also prohibits retaliation against an individual who has brought forward a complaint of sexual harassment and/or taken part in a conduct process as a result of a sexual harassment complaint. For definitions and further explanation of University policy, see G1.31 Title IX Policy on Sexual Assault, Stalking and Other Forms of Sexual Misconduct in the University's online policy library.
- The recommended minimum consequence shall be suspension for one semester (a summer semester does not satisfy this requirement). In addition, other consequences may be enacted as needed, e.g., moving from one residence hall to another or a required change of academic schedule. Note: All instances of alleged violations of this section shall be considered on a case-by-case basis based on the facts and circumstances of each situation. Nothing in this section shall limit the hearing authority from imposing any consequence permitted by the Code.
- Harassment, which is unwelcome conduct toward another person or an identifiable group of persons which is severe or pervasive and has the purpose or effect of creating an intimidating, hostile, or offensive learning, working, or living environment (see section 4.20 for sexual harassment).

7. Tampering with Fire Equipment (Reference 4.13 of the Code for more information)

Intentional sounding of a false alarm; pushing card-access emergency
release buttons; sounding emergency exit door alarms; false emergency
calls; 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.

8. Unauthorized Entry/Exit, Possession or Use of Keys or Access Cards/devices (Reference 4.7 of the Code for more information)

- Unauthorized entry into, or use of residence life facilities, including roofs, ledges, laundry facilities, mechanical areas, control rooms, unapproved room (changes), etc.
- Unauthorized use and/or possession of keys or unauthorized duplication, processing, production or manufacture of any key or access card for use in any residence hall facility.
- Tailgating or allowing someone else to tailgate through a card-accessed door.
- Loaning or giving keys and/or access card to another person.
- Entering/exiting emergency exit doors when alarmed.

9. Community Living Guidelines and Room Decorations/Modifications (Reference 4.8 of the Code for more information)

- Failure to abide by Courtesy (24 hours a day) and Quiet Hours as outlined by Quiet Hours policy. Quiet Hours 10 pm to 10 am, as well as 23 hours a day during finals.
- Failure to abide by the Escort policy; all guests and visitors must be escorted by a residential host.
- Failure to abide by Visitation Hours and Guest Policies in the residence halls.
- Participation in any type of sport activity in the hallways and/or public areas
 of the residence halls is prohibited.
- Operation of a bicycle, in-line skates, skateboard, self-propelled personal electric movement devices, or other recreational devices in the residence halls is prohibited.
- Possession and/or care of animals other than fish in properly maintained aquariums of 20 gallons of water or less is prohibited. No laboratory animals are permitted in the residence halls.
- The playing of any musical instruments if heard outside a residence hall room/ suite is prohibited. The only exception to this is in locations where some halls provide a piano and a designated area for playing instruments, during the designated posted times.
- Selling and/or solicitation in the residence halls, unless approved by the hall council of the respective residence hall is prohibited.
- Possession of a lit substance, including but not limited to candles, incense, and flame-heated potpourri pots, in any residence hall room and/or in any common area of all residence halls is prohibited, unless otherwise specified.
- Possession of items not allowed in the residence hall rooms and/or public areas, to include heaters/heating units (except UL-approved heating blankets), halogen torchiere lamps, salt lamps, lava lamps, ozone machines, waterbeds, mattress toppers that are not California Fire rated and pads over 3" high, fog machines, personal washers/dryers or dishwashers, candles (with wicks), air conditioners, outside antennae, flammable fluids, incense, alcoholic beverage containers, portable/personal door locks or security devices that prevent entry, non-University provided refrigerators, freezers and ice makers, microwaves, toaster ovens, and personal surveillance systems. Cooking with open flames, external grease, or open coils is prohibited. All cooking appliances are prohibited except: traditional blenders, soda streams, autoshutoff coffee pots, auto-shutoff electric kettles, auto-shutoff crockpots, autoshutoff rice steamers, toasters, and air-popped popcorn makers (intended for in- home use). Air-fryers and pressure cookers such as instapots are only allowed in the apartments (not in residence halls). Some small appliances and cookware may be checked out at each building's front desk for use in the community kitchen.
- All appliances must be cleaned in community kitchen sinks; never put food waste down sink drains. Never flush any wipes down the toilet.

- Use of darts and dartboards in any area of the residence halls is prohibited.
- Nails, screws, double-stick tape, packing tape, or duct tape on or in the walls, ceilings, furniture, or fixtures is prohibited. Painters tape, masking tape or white poster putty is permitted for hanging posters and other decorations.
- Missouri law prohibits the removal of traffic and/or street signs. In the absence
 of a verifiable bill of sale, traffic signs, street signs, and parking gate arms,
 parking cones/barricades are not permitted in the residence hall.
- Displaying pictures and other materials that is discriminatory or harassment under other University policies in areas that may be visible to others including outside a residence hall room/suite (including viewed from outside of room through a window or door) is prohibited.
- No window display may be permitted if it substantially detracts from the aesthetics of the residence hall.
- The covering any portion of fire alarm pull stations, fire extinguisher cabinets, smoke detectors, and exit signs; and blocking of exits is prohibited.
- Room modifications must not include any materials or designs of a hazardous
 or flammable nature, including suspended flammable fabrics, posters,
 photos or carpeting applied anywhere except as a floor covering. The largest
 suspended flammable fabric that will be allowed must be less than 3 feet by 5
 feet large; and only one per student within their bedroom.
- Decorations, unless nonflammable, cannot be used to cover entire hallway areas, ceilings, any wall, or doors, due to the fire hazard these decorations present. (All decorations must have a 1-foot fire break for every 3 feet.)
- Possession of live coniferous plants or trees and other coniferous greenery is prohibited.
- Possession of non-UL approved and/or non-low wattage string lights is prohibited.
- Use of any non-UL approved electrical item, including extension cords, appliances, lamps, etc is prohibited. String lights must be UL-approved and low wattage. Running extension cords under rugs is prohibited. Overloading outlets is prohibited.
- Removal of furniture from assigned room/suite/apartment is prohibited.
- No University-owned furniture or equipment may be removed from the room, suite, or apartment.
- University-provided plumbing fixtures, including shower heads, must not be tampered with. Students may not install their own fixtures.
- No furnishings shall restrict exiting from any portion of the room or be a safety hazard to persons entering or walking around the room. Modifications must not block a doorway. The door must be able to open perpendicular to the door opening at any time.
- Modifications must not block the heating or cooling system, or require the removal or remodeling of electrical fixtures or outlets. Twelve inches of free space must be maintained in front of all air vents.

- A University-provided light fixture must not be tampered with, and its light bulb must not be removed or switched out.
- Students must use beds provided by Missouri State and cannot bring additional bed frames into the residence halls.
- No lofts are permitted.
- Store bought bed risers are allowed in some cases. Cinderblock or homemade bed risers are not permitted. Bed risers are not allowed when beds are bunked or in conjunction with provided junior loft style beds (such as Woods, Heitz, and Kentwood, etc.).
- Bed rails are not provided for students with bunked beds. As some beds may
 not be unbunked, students are encouraged to provide their own bed rail if
 they have a concern about falling out of bed. The University will not be held
 liable for injuries resulting from falling out of beds (bunked or unbunked).
- Bunked beds must be at least 3 feet away from all windows.
- Beds must be bunked in pairs only, not in conjunction with three or more beds.
- All furniture must remain assembled in the usable configuration. Furthermore, beds must remain in their standard configuration (e.g., headboard, footboard).
- Mattresses must be used with the bedframes and not placed directly on the floor.
- Personal mattresses are not permitted.
- All mattress toppers need to be California fire rated and pads must not exceed 3" high.
- · Desk carrels must remain attached to desks.
- · Window drapes must remain hung as provided.
- No furniture may touch any part of the drapes.
- Excessively heavy items should not be placed on furniture or shelving provided by the University.
- Residents must be prepared to respond to concerns of staff about the hazardous nature of decorative materials and must remove materials that are judged by Residence Life staff to be particularly hazardous.
- The University is not responsible for injury resulting from the modifications of a room.

10. 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,
Housing and Dining 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.

11. Failure to Present BearPass Identification (Reference 4.6 of the Code for more information)

A student must present BearPass identification on request by Department

of Residence Life, Housing and Dining Services staff members acting in the performance of their duties.

12. 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, Housing and Dining 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.

13. 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.

14. Student Housing Contract (Reference 4.8 of the Code for more information)

• Violating the Terms and Conditions of the Student Housing Contract.

15. Computer Use (Reference 4.18 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.

16. 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, the Student Housing
Contract and other University publications. In addition, all postings, signs, or
other forms of communication must be adhered to at all times. Residents are
responsible for the acts of others (visitors) in their room/suite/apartment.

The Code of Student Rights and Responsibilities

G5.01 Code of Student Rights and Responsibilities Effective Date: June 13, 2025

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 Policies of the University and the direction of the Board of Governors; 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 conduct Educational Consequences 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. The University does not discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, or gender expression), age, disability, veteran status, genetic information or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University.

1.6 Discussion and expression of all views relevant to the subject matter are 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 consistent 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 University's Expressive Activity Policy. See G5.02 Expressive Activity Policy (https://www.missouristate.edu/policy/G5_02_ExpressiveActivity.htm).

1.10 Student Organizations 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 a Student Organization when formally recognized by the University according to the procedures and regulations established by the Office of Student Engagement. 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 and Responsibilities or with the laws of the State or of the United States.

1.11 A Student Organization may distribute written material on campus without prior approval provided that such distribution is consistent with the policies of the University, including the University's Advertising, Distribution, Solicitation, and Facilities Usage Policy (https://www.missouristate.edu/policy/Op1_01-commercial-advertising-sales-solicitation-facilities-usage-policy.htm), and the applicable laws of the State and 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 arbitrarily be 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 further shall 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 while on University Premises, 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 a health or safety issue exists; entry when there is reasonable evidence of a disruption of peace that substantially interrupts the daily operations

of the residence hall and/or floor community; 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 the Official's 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 conduct records protected from unauthorized access by any person without the written consent of the Student involved, except as 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, Plaster Student Union, Hammons Student Center, McDonald Arena, Meyer Library, Robert W. Plaster Stadium, Betty and Bobby Allison North Stadium, Betty and Bobby Allison South Stadium, Betty and Bobby Allison Recreational Fields, Betty and Bobby Allison Sand Volleyball Courts, Art Gallery, and Magers Health and Wellness Center.

1.17 All Students shall have the right to be secure from having these rights infringed upon by University administrators, Faculty, support staff, or fellow Students.

1.18 All Students have a right to be offered reasonable protection from retaliation, intimidation, and/or harassment. Students who believe they have experienced retaliation, intimidation, and/or harassment are encouraged to seek assistance from one of a number of campus resources. The Dean of Students Office, the Office of Student Conduct, the Office of the Title IX Coordinator and the Office for Institutional Compliance all have staff and resources available to assist Students who believe they may be the victim of retaliation, intimidation, and/or harassment.

1.19 The University Community 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 non-discrimination 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, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic

information, or any other basis protected by applicable law in employment or in any program or activity offered or sponsored by the University. Sex discrimination encompasses sexual harassment, which includes sexual violence, and is strictly prohibited by Title IX of the Education Amendments of 1972.

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 members 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 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 varied population. Students are encouraged to respect differences of culture, lifestyles, and religions as well as to respect freedom of expression. Additionally, Students are encouraged 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 Students of the University. Students are expected to protect and guard these resources.

2.6 Individual compliance with University rules and regulations can only partially ensure 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 conduct process as necessary.

2.7 Good Citizen 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. The University pursues a policy of limited immunity for Students who offer help to others in need. While policy violations cannot be overlooked, the University, to the extent possible, will consider the positive impact of reporting an incident on the welfare of Students when determining the appropriate response for University 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. To report an incident, contact the Office of Student Conduct, Plaster Student Union, Room 405 (417-836-5527). Incidents may also be reported through the Office of Student Conduct's website: www.missouristate.edu/ studentconduct.

- 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 (Op3.04-7 Attendance Policy, https://www.missouristate.edu/policy/Op3_04_7_Attendance.htm).
- 2.9 The primary interaction between Faculty and Students, which produces educated persons, is in the classroom in the individual course setting. Requirements of participation in classroom discussion and submission of written exercises are consistent with this document.
- 2.10 Pursuant to the University's Class Disruption policy (Op3.04-11 Class Disruption, https://www.missouristate.edu/policy/Op3_04_11_ClassDisruption. htm), the course instructor has original jurisdiction over the 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 Grade Appeals and Academic Grievances policy.

2.11 Pursuant to the University's Non-Discrimination Policy Statement, Students are not permitted to discriminate on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law in connection with their activities as members of the University Community.

2.12 Students will be held responsible, pursuant to this Code, for the behavioral acts of their guests 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 Student conduct authority.

3.2 Generally, jurisdiction and the conduct process will be limited to behavior which occurs on University Premises or at University-sponsored activities. Jurisdiction and the conduct process will apply to the conduct of Students, student groups, and Student Organizations which occurs off of University Premises when such conduct adversely affects the University, a member of the University Community or that reflects a clear disregard for the rights and responsibilities found herein.

3.3 Each Student will be responsible for complying with this Code from the time of application for admission through the actual awarding of a degree as well as during the academic year and during periods between terms of actual enrollment (even if their conduct is not discovered until after a degree is awarded). The Code shall apply to a Student's conduct violation even though the conduct violation may have occurred before classes begin or after classes end. The Conduct Officer may choose to purse conduct charges even if the Student withdraws from school while a conduct matter is pending.

Article IV: Proscribed Conduct

Any Student found by the University to have committed any of the following

misconduct is subject to the Educational Consequences outlined in Article VII. The authority to determine if a specific act is subject to Educational Consequences shall be determined pursuant to the procedures set forth in this Code or University Policy, as applicable.

4.1 Non-Academic Acts of Dishonesty: Non-Academic Acts of Dishonesty are acts of dishonesty not related to the Student's academic performance. Non-Academic Acts of Dishonesty may include, but are not limited to, the following:

- a. Furnishing false information to any University Official, Faculty Member, or office, or the use or possession of any form of false identification.
- Forgery, alteration, or misuse of any University document, record, or instrument of identification.
- c. Tampering with the election of any Student Organization.

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 not governed by this Code, but are instead governed by the Student Academic Integrity Policies and Procedures. This document is available in the Office of the Provost, at https://www.missouristate.edu/Policy/Op3_01_AcademicIntegrityStudents.htm and in the Office of Academic Affairs.

4.2 Disruption or obstruction of teaching, research, administration, conduct proceedings, other University activities, including its public-service functions on or off campus, or University-sponsored or supervised activities.

4.3 Discriminatory Harassment, which is unwelcome conduct directed toward another person or an identifiable group of persons on the basis of race, color, national origin (including ancestry, or any other subcategory of national origin recognized by applicable law), religion, sex (including marital status, family status, pregnancy, sexual orientation, gender identity, gender expression, or any other subcategory of sex recognized by applicable law), age, disability, veteran status, genetic information, or any other basis protected by applicable law, which is so severe, pervasive and objectionably offensive, and that so undermines and detracts from the person or identifiable group's education experience that the Student(s) are effectively denied equal access to the University's resources and opportunities. See Op 1.02-2 Discrimination Complaint and Investigation Procedures (https://www.missouristate.edu/Policy/Op1-02-2-discrimination-complaint-and-investigation-procedures.htm) For additional information regarding the Adjudication of allegations of discriminatory harassment, see Article 6.

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 is any act committed by a Student member, or Student members, of a Student Organization against another Student or Students that is (1) committed in

the course of an initiation into, an affiliation with, or the maintenance of membership in, a Student Organization; and (2) causes or creates an unreasonable risk of physical or psychological injury including, but not limited to – (i) whipping, beating, striking, electronic shocking, placing of a harmful substance on someone's body, or similar activity; (ii) causing, coercing, or otherwise inducing sleep deprivation, exposure to the elements, confinement in a small space, extreme calisthenics, or other similar activities; (iii) causing, coercing, or otherwise inducing another person to consume food, liquid, alcohol, drugs, or other substances; (iv) causing, coercing, or otherwise inducing another person to perform sexual acts; (v) any activity that places another person in reasonable fear of bodily harm through the use of threatening words or conduct; (vi) any activity against another person that includes a criminal violation of local, State, Tribal, or Federal law, and (vii) any activity that induces, causes, or requires another person to perform a duty or task that involves a criminal violation of local, State, Tribal, or Federal law.

Failure by a group's or organization's executive officers to intervene to prevent, discourage, and/or report hazing of which they are aware or reasonably should be aware also will be deemed a violation of this policy.

Participation, cooperation, or willingness of the Students to participate in the act subject to this provision is not an excuse for the violation.

Activities that can be reasonably expected to be encountered in the course of participation in the Student Organization (such as the physical preparation necessary for participation in an athletic team) are not in and of themselves acts of hazing.

4.6 Failure to comply with directives of University Officials or law enforcement officers acting in performance of their duties (including, without limitation, failure to comply with a no-contact directive) and/or failure to identify oneself to these persons when requested to do so.

4.7 Unauthorized possession, duplication, or use of keys or access cards/devices 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 including but not limited to: The University Catalogue, Policy and Ethics for Student Computer Use and Computer Network Use, The Guide to Residence Hall Living, and the Transportation Policy and Regulations available at http://www.missouristate.edu/policy/ ("University Policy").

4.9 Violation of federal, state, or local laws and ordinances on University Premises or at University-sponsored or -supervised activities. Violations of federal, state or local laws and ordinances that occur off campus when the conduct adversely affects a member of the University Community or the behavior reflects a clear disregard for this Code, State law, or Federal law.

4.10 Use, possession, or distribution of narcotics or other controlled substances, or related Paraphernalia, except as expressly permitted by Federal law or public intoxication on University Premises. Including the use of prescription medications without proper prescription or used counter to the directions of a valid prescription. Additionally, the misuse of any products for the purposes of obtaining a similar effect as illegal drugs. Recommended minimum Educational Consequences for a violation of this. Article 4.10 are outlined in 7.11.

4.11 Use, possession, or distribution of alcoholic beverages, or alcohol Paraphernalia (as defined in this Code) except as expressly permitted by the law and University regulations, or public intoxication on University Premises. Recommended minimum Educational Consequences for violations of the alcohol policy are outlined in 7.11.

4.12 Possession and/or use of firearms, fireworks, explosive weapons, and other weapons, as defined by University policy and Missouri law, on University Premises.

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 University Premises or at a University sponsored or sanctioned event.

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

4.16 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 restrooms. Also prohibited is the intentional or knowingly viewing, storing, sharing, and/or other distribution of such unauthorized images by any means.

4.17 Unauthorized distribution of sexually explicit images, sharing, displaying, or otherwise distributing nude or sexually explicit images of another individual without that individual's consent, even if the image was lawfully made or taken with consent. The knowing or intentionally viewing of an image by a third-party when the third party knows or has reason to know that the subject of the image has not consented to such viewing or distribution is likewise a violation of this section.

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

- Sharing a University account password with others, allowing anyone else to use your account, or use someone else's account.
- b. Copying, sharing, uploading, downloading, sending, or knowingly receive copyrighted or trade/service marked materials without authorization.
- Fraudulently accessing and interfering with computer systems, resources, data, or other users.

- d. Examining, altering, or attempting to examine or alter another computer user's private files or electronic communications without authorization.
- e. Using or altering electronic communications to hide identity or impersonate another party.
- f. Disrupting, attempting to disrupt, or supporting the disruption of University or external information technology services, systems, or users.
- g. Violating Missouri State University's Acceptable Use and/or Computers/ Networks Policies (for more information on these policies visit https://www.missouristate.edu/Policy/Op12_02_1_AcceptableUse.htm and https://www.missouristate.edu/Policy/Op12_02_3_Networks_and_Telecommunications.htm).

4.19 Physical Misconduct, including but not limited to:

- a. Inflicting bodily harm or unwanted physical contact upon any person.
- b. Taking any action for the purpose of inflicting harm upon any person.

4.20 Sexual Harassment as defined in the University's Title IX Sexual Harassment Grievance Procedure Policy. Note: Unlike other prohibited conduct outlined in this Article IV, allegations of Sexual Harassment are processed through Op1.02-11, the University's Title IX Sexual Harassment Grievance Procedure Policy. As discussed in more detail below in Article 6, the Office of Student Conduct may address allegations of Sexual Harassment that do not meet the definition or jurisdictional requirements of the Title IX Sexual Harassment Grievance Procedure. Allegations of Sexual Harassment, as defined by Op.1.02-11 should be filed with the Title IX Coordinator, 901 S. National Ave., Springfield, Missouri 65897, 417-836-6810, titleix@ missouristate.edu.

4.21 Abuse of the Conduct System, including but not limited to:

- a. Failure to obey the directives of a Conduct Officer or University Official.
- b. Providing false, distorted, or misrepresenting information before an adjudicator in a University process determining responsibility (e.g. Conduct Officer, University Official, Hearing Authority, and/or Decision Maker).
- c. Disruption or interference with the orderly conduct of a conduct proceeding.
- d. Institution of a conduct proceeding knowingly without cause.
- e. Attempting to discourage an individual's proper participation in, or use of, the conduct system.
- f. Attempting to influence the impartiality of any member of a conduct proceeding prior to, during, and/or after a conduct meeting and/or hearing.
- g. Retaliation against any person participating in the conduct process.
- h. Failure to comply with Educational Consequences imposed following a conduct proceeding.
- Influencing or attempting to influence another person to commit an abuse of the conduct system.

4.22 Violations of Missouri State University's Tobacco Use/Smoking Policy.

4.23 Assisting, facilitating, or encouraging, through act or omission, any person or group with committing or attempting to commit a violation of this Code or Federal/State laws and regulations. Failure to leave or report a situation where any person is committing or attempting to commit a violation of this Code.

Article V: Violations of Law and University Conduct

5.1 University Student conduct proceedings may be instituted against a Student charged with conduct that potentially is a violation of both criminal law and this Code. 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 Office of Student Conduct. Determinations made or Educational Consequences imposed under this Code shall not be subject to change because criminal charges were dismissed, reduced, or resolved in favor of or against the criminal law defendant. In cases involving potential criminal conduct the Office of Student Conduct, in conjunction with the Dean of Students and other appropriate University Officials, will determine whether law enforcement shall be notified.

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 their status as a Student. If the alleged offense is also the subject of a proceeding before a conduct body under the Code, or other University Policy, however, the University may advise off-campus authorities of the existence of University Policy 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, staff members, and Faculty Members, acting in their personal capacities, remain free to interact with governmental representatives as they deem appropriate.

Article VI: Student Conduct Adjudication Process

The development of self-discipline is a goal of education, and the Student conduct process is intended to be educational in nature. The Student conduct Adjudication process 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 the Student conduct Adjudication process described in this Code. The Student conduct Adjudication process outlined below is designed to balance the rights and responsibilities of the Student or Student Organization accused of wrongdoing with the rights of the University Community, including but not limited to, the complaining Student or Student Organization, other Students, faculty, staff, and the public.

6.1 Subject to other University Policy, any member of the University Community may

file a complaint against any Student or Student Organization for alleged violations of this Code. The complaint may be prepared in writing, or notice may be given in another manner and directed to the Office of Student Conduct, which has been given responsibility of the administration of the University conduct system. Any complaint should be submitted as soon as is reasonably possible after the event takes place, but in any case, no longer than twelve (12) months from the date the person knew or should have known of the alleged violation. In most cases Students and Student Organizations will not undergo more than one conduct process within the University for the same incident.

6.2 Violations of Code Policies (other than violations of (Op1.02-2 and Op1.02-11): After receiving an incident report or other indication of Code violations, the Office of Student Conduct, or their designee, may proceed as follows:

- a. Assign appropriate Conduct Officer
- Conduct Officer conducts an investigation of the allegations, or other validation of the allegations received.
- c. If appropriate, send a charge letter indicating:
 - a. The sections of the Code or other University policies allegedly violated
 - b. Date, time, and place the alleged violation occurred (if available)
 - c. A concise summary of the alleged violation
 - d. A list of witnesses (to be supplemented later if necessary)
 - e. A date, time, and location for the Respondent to meet with the Conduct Officer. The Respondent's class schedule shall be consulted; the Respondent may ask the Conduct Officer for an alternate date and time to meet within the deadline listed in the letter. The decision to alter the meeting time and date is at the discretion of the Conduct Officer.

6.3 Alleged Violations of Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy (https://www.missouristate.edu/Policy/Op1-02-11-title-ix-sexual-harassment-grievance-procedure.htm). If the University receives an allegation of sex discrimination, including sexual harassment, the University will address such allegations through the Governing Policy and the Grievance Procedure Policy. The Conduct Officer will forward any allegations of sex discrimination to the appropriate Official as indicated in University Policy. Allegations of Sexual Harassment that fall within the scope of the Op1.02-11 will be handled entirely through that Policy, unless dismissed pursuant to that Policy.

6.4 Allegations of Discrimination Based on a Protected Class: All allegations and complaints of discrimination based on a protected class that fall outside of Op 1.02-11 either due to the jurisdictional limitations or due to a dismissal pursuant to that Policy will be investigated pursuant to Op1.02-2 Discrimination Complaint and Investigation Procedures Policy. After completing an investigation, the Investigator will prepare a document summarizing the investigation and the finding(s) from the investigation. Such document will be provided to the Office of Student Conduct. After receiving the document from the Investigator, the Conduct Officer assigned to

the complaint will proceed as follows:

- a. Prepare and send correspondence to the individual identified as the Respondent in the Investigative Report scheduling a conduct meeting where the assigned Conduct Officer will discuss the situation described in the document, the proposed charges against the Respondent, the Educational Consequences proposed by the Conduct Officer, and the Respondent's position on responsibility. At this conduct meeting, the Respondent will be given the opportunity to review the document prepared by the Investigator, Conduct Officer charges and give a summary of information to be presented as to allow preparation of refutation. The Respondent will be given the opportunity to review any materials referenced by the Investigator in the document including but not limited to: audio recordings, and exhibits;
- Answer questions and provide any necessary clarification of the Code and/or its procedures;
- c. Discuss the Respondent's level of responsibility in the conduct situation. The Respondent may give additional information, present additional pertinent documents, or records pertaining to the incident, and present additional witnesses which were not provided during the investigative phase.

6.5 Unless otherwise required by other University Policy, the Office of Student Conduct will facilitate a conduct meeting, at which time the following matters may be discussed:

- a. The Conduct Officer will go over the charges and give a summary of the information to be presented.
- b. The Conduct Officer will answer any questions and provide any requested clarification of the Code and/or its procedures.
- c. The Respondent may respond to the charges and provide any information the Respondent believes to be relevant in determining responsibility. The Respondent has the opportunity to present information, ask questions, present records, or documentation pertaining to the incident, present witnesses, and provide explanations to the Conduct Officer.
- d. The Conduct Officer and the Respondent will discuss the Respondent's level of responsibility relating to the allegations and attempt to come to an agreement regarding responsibility (or lack of responsibility) and Educational Consequences as necessary. A Case Resolution Form (CRF) will be filled out by the Conduct Officer.
- e. If the Respondent fails to attend the scheduled conduct meeting, the Conduct Officer may, at their discretion, conduct the meeting in the Respondent's absence and render a finding of responsibility or no responsibility. In these cases, the Conduct Officer will complete a CRF and send a findings letter to the Respondent; the Respondent is responsible for fulfilling or upholding the Educational Consequences listed within the letter. The Respondent may appeal the conduct decision but must follow the appeals processes outlined in Article VIII of this document.

- f. The Conduct Officer's determination will be made by a preponderance of evidence, on the basis of whether or not it is more likely than not the Respondent violated the Code of Student Rights and Responsibilities.
- g. The Respondent may be accompanied by an Advisor. The Advisor may be an attorney but is not required to be an attorney. If the Respondent chooses to bring an Advisor, the Respondent must notify the Conduct Officer prior to the conduct meeting and identify the Advisor that will attend the conduct meeting. The Advisor will not be permitted to actively participate in any conduct meeting. 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 Conduct Officer will not, as a general practice, be delayed due to the unavailability of an Advisor. The responding Student or Student Organization is responsible for presenting their own information and, therefore, Advisors are not permitted to speak or to participate directly in any conduct meeting or hearing.

6.6 Where appropriate, following a conduct meeting, the parties may have a right to a hearing as set forth below:

- a. In cases where the Conduct Officer and the Respondent are unable to come to an agreement on responsibility and/or Consequence, or the Respondent fails to appear for the conduct meeting, and the Conduct Officer's chosen Consequence does not include any separation between the Student and the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1o, or 7.1p), then the finding of the Conduct Office will be applicable, unless the Respondent submits an appeal to the Dean of Students pursuant to Article VIII below.
- b. In cases where the Conduct Officer and the Respondent are unable to come to an agreement on responsibility and/or Consequence, and the Conduct Officer's chosen Consequence includes a Consequence separating the Student from the University (e.g. 7.1h, 7.1k, 7.1l, 7.1m, 7.1n, 7.1o, or 7.1p), the Respondent shall have the right to request a hearing in front of a Hearing Authority.
- c. In cases where the Respondent fails to appear for the conduct meeting and the recommended Consequence includes separation between the Student and the University (e.g., 7.1h, 7.1k, 7.1l, 7.1m, 7.1o, or 7.1p) the Conduct Officer will designate an entry of not responsible and set up a hearing with a Hearing Authority.

6.7 Any hearing conducted pursuant to the Code shall be conducted in order to provide a fair opportunity for hearing of every participant's position, explanations, and information according to the following guidelines:

- a. In matters concerning hearings and where the Director of Student Conduct is not serving in a Hearing Authority capacity, the Director of Student Conduct and/or Office of Student Conduct Staff will assist both the Respondent and the Complainant in understanding the hearing process.
- b. Hearings will be conducted in private. Only individuals serving a defined

- purpose or otherwise approved by the Hearing Authority will be allowed to participate (e.g., complaining and responding Students, identified witnesses, Advisors to participants, and/or Emotional Support Persons), and only to the extent necessary for that defined role.
- c. The parties to a hearing must each inform the Office of Student Conduct of witnesses who they intend to have provide information at the hearing at least five (5) business days in advance of the hearing. The Hearing Authority may determine that there are other relevant persons who know information about the situation and invite them to participate in the hearing to share their information.
- d. The Hearing Authority may cause to be removed from the hearing any person who disrupts or impedes the hearing, or who fails to adhere to the rulings of the Hearing Authority.
- Unless prior arrangements have been approved by the Hearing Authority, the complaining party should appear as part of the Conduct Officer's presentation of charge(s) before the Hearing Authority.
- f. If the Respondent has been properly notified of the hearing, but fails to appear, the hearing may take place in the Respondent's absence and the findings and Educational Consequences will be binding on the Respondent, subject to the Respondent's right to appeal pursuant to Article VIII.
- g. In hearings involving more than one accused Student or Student Organization, the Hearing Authority, at their discretion, may decide to separately conduct the hearings concerning each Student or Student Organization.
- h. Both parties to a hearing have the right to be assisted by an Advisor of their choosing, at their own expense. A party is allowed only one (1) Advisor, unless otherwise approved by the Hearing Authority. The party's Advisor may be an attorney. Participants are each responsible for presenting their own information and, therefore, Advisors are not permitted to speak or to participate directly in any hearing. It is the responsibility of the participants to notify the Office of Student Conduct of the identity of their Advisor no later than five (5) business days in advance of the hearing date.
- i. In consideration of the limited role of Advisors and of the compelling interest of the University to efficiently 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 individual's Advisor.
- j. Presenting information and rebutting information presented at a hearing are rights available to both parties. However, certain circumstances may make it prudent to limit either party from submitting direct questions to a witness or participant. Therefore, at the discretion of the Hearing Authority, all questions may be submitted in writing to the Hearing Authority to ask the questions on the parties' behalf. Only those questions appropriate and relevant will be allowed by the Hearing Authority.
- k. There may be circumstances in which participants to a hearing may request that individuals are visually blocked from view during the hearing. Such a

- request will be evaluated on a case-by-case basis by the Hearing Authority. If such a request is granted, every effort will be made to ensure that all parties have the ability to present questions to any individual, regardless of that individual being physically present or visible.
- I. It is the responsibility of the person desiring the presence of a witness before a hearing to ensure 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, and include verification that the individual submitting the statement is in fact the author of the statement (e.g., notarized, signed in front of a University Official). The work of the Hearing Authority will not, as a general practice, be delayed due to the unavailability of a witness.
- m. The Hearing Authority may accept for consideration all information which reasonable persons would accept as having relevance to the allegations. Unduly repetitious, personally abusive information, or evidence overly extraneous to the charges under consideration should be excluded.
- n. Pertinent records, exhibits, and written statements may be accepted as evidence for consideration at the discretion of the Hearing Authority. The Office of Student Conduct must receive such pertinent records, exhibits, and written statements at least five (5) business days prior to a hearing for a party to include such evidence in the hearing, unless as otherwise allowed by the Hearing Authority. All parties will be allowed similar and timely access to materials introduced during a hearing.
- All procedural questions during the hearing are subject to the final decision of the Hearing Authority.
- p. The Hearing Authority will conduct deliberations in private as to a Respondent's responsibility. The Hearing Authority shall determine whether the Respondent has violated each of the charged sections of the Code.
- q. The Hearing Authority's determination shall be made on the preponderance of evidence, on the basis of whether it is more likely than not the Respondent violated the Code.
- r. The Hearing Authority will conduct separate deliberations in private as to the appropriate Educational Consequences for those violations it has determined the Respondent has violated. The Hearing Authority will entertain recommendations from both parties as to appropriate Consequence(s). A Respondent's past violations and Educational Consequences (including past violations and Educational Consequences that occurred at any of the University's campuses or at another institution of higher education) may be relevant and considered when determining action or appropriate Educational Consequences.
- s. Any participant in a hearing who has a disability and requires accommodation in order to fully participate in the hearing should arrange accommodations from the Disability Resource Center in advance of the hearing.

6.8 A digital recording of all hearings will be recorded by the Office of Student Conduct and the Hearing Authority. The recording shall be the property of the University. No other party will be allowed to make a separate recording of any type. Both parties to the proceeding will have access to inspect the digital recording, at the office and the discretion of the Office of Student Conduct, and pursuant to the restrictions applied by the Office of Student Conduct and this Code.

6.9 The Hearing Authority will provide the parties CRF which will outline the Hearing Authority's finding on responsibility and Educational Consequences. The CRF will also include a written summary of the Hearing Authority's rationale for its finding of responsibility and Educational Consequences. Following completion of a CRF, the Respondent will receive an Office of Student Conduct outcome letter, summarizing any charges and Educational Consequences resulting from the conduct Adjudication process.

6.10 Except in the case of a Student or Student Organization charged with failing to obey the summons of a Hearing Authority or University Official, no Student or Student Organization may be found to have violated the Code solely because the Student or Student Organization failed to appear for a hearing. In all cases, the information in support of the charges shall be presented and considered.

6.11 The University records of a Student may be placed on a hold under this Code when a Student:

- a. Is given sufficient notice to respond to a letter of conduct charges and fails to respond.
- Does not fulfill a conduct Consequence within the deadline established by a Hearing Authority or by agreement with a Conduct Officer.
- c. Has received a Consequence that prohibits future enrollment.
- d. Has indicated a criminal charge or conviction on the application for admission and must provide requested information to the Dean of Students that is relevant to reaching an admissions decision.
- e. Has been summoned by the Dean of Students, Office of Student Conduct staff, or a designee for a meeting concerning the Student's alleged misconduct and will not comply with the request.

6.12 The purpose of a hold is to compel a Student to fulfill an obligation to the Dean of Students Office (including the Office of Student Conduct). A Student Life (SL) hold on records denies the Student the right to register for future classes or change class registration until cleared by the Office of Student Conduct Staff, Conduct Officer, or Dean of Students. A hold on records will be removed by the Office of Student Conduct when the Student fulfills the required conditions. A Student may request the temporary removal of holds under this section for registration purposes only. Such request must be in writing and directed to the Office of Student Conduct.

6.13 Through the course of the conduct process, the University will maintain records relating to an individual's participation in the conduct process. This conduct file,

including the outcome of a conduct meeting or a hearing and the Educational Consequences imposed, are educational records, and are protected from release under the Family Educational Rights and Privacy Act (FERPA), except as otherwise required or permitted by law.

- a. The Office of Student Conduct will facilitate the disclosure of the Student's conduct file upon written request. In order to request a copy of the conduct file an individual (or their next of kin) should submit a request to the Office of Student Conduct.
- b. Following receipt of an acceptable written request, the Office of Student Conduct will release a redacted version of the Student's conduct file. Such redaction will still include the name of the Respondent party, the charges pursued in the conduct process, and any Consequence imposed against the Respondent.
- Conduct records of Student Organizations may be requested through the University's Custodian of Records office.

Article VII: Educational Consequences

7.1 In the discretion of the Conduct Officer or Hearing Authority, the following Educational Consequences may be imposed upon any Student or Student Organization found to have violated any provision of this Code:

- a. Warning A notice in writing to the Student or Student Organization that the Student or Student Organization is violating or has violated institutional regulations.
- Loss of Privileges Denial of specified privileges for a designated period of time.
- c. Fines Fines may be imposed consistent with the schedule of fines adopted by the Board of Governors.
- d. Restitution Compensation for loss, damage, or injury. This may take the form of appropriate service and/or monetary or material replacement.
- e. Discretionary Consequences– Work assignments, service to the University, or other related discretionary assignments which may include, but are not limited to, an apology, restriction upon privileges, a research paper or written statement, evaluation for alcohol/drug abuse, completion of University programming, or other Educational Consequences deemed appropriate.
- f. Level One Probation Is imposed for a specific period of time and affects the Student or Student Organization's good standing in the University. While on Level One 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 One Probation, this may result in suspension or dismissal.
- g. Level Two Probation Is imposed for a specific period of time and affects the Student or Student Organization's good standing in the University. While on

Level Two Probation the Student shall be declared ineligible to campaign for or hold office or other leadership roles in a Student Organization. The Student or Student Organization shall not represent the University in any University sponsored activity or position. While on Level Two Probation Students and Student Organizations are prohibited from participating in the Educational Abroad program, attending conferences on behalf of the University, or representing the University at an official function, event, or intercollegiate competition as a player, manager, or Student coach. If found responsible for a violation of the Code while on Level Two Probation, it may result in separation from the University (e.g., denial of privilege to reenroll, suspension, or dismissal) at the discretion of the Conduct Officer.

- h. Denial of Privilege to Re-enroll This places the Student on Level Two Probation, permits the Student to complete the current semester barring further violations, but prohibits the individual from enrolling for a defined 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 offcampus. A hold is placed on the Student's records.
- University Housing Probation Probation is for a specified period of time and includes the probability of suspension or expulsion from University Housing if the Student is found to be in violation of University Policy during the probationary period.
- j. 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 conduct 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 may be notified of all violations of University narcotic or other controlled substance policies (Article 4.10) and those alcohol violations (Article 4.11) that result in an assessment for chemical dependency, residence hall probation, or a more severe Consequence, as allowed under FERPA regulations.
- k. University Housing Suspension Separation of the Student from occupancy in University Housing for a defined period of time, after which the Student is eligible to return. Conditions for readmission may be specified. The Student may be denied access to dining facilities connected to University Housing during the suspension. A permanent conduct record is maintained.
- University Housing Expulsion Permanent separation of the Student from University Housing. The Student shall be permanently denied access to occupancy in University Housing, and access to all University Housing (including dining facilities connected to University Housing). A permanent conduct record is maintained.

- m. Suspension Separation of the Student from the University for a defined 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. An SL (Student Life) hold is placed on the Student's records. A permanent conduct record is maintained.
- n. 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. There is a permanent SL hold on the Student's records. 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 conduct record is maintained.
- o. 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 admission or the degree, or for other serious violations committed by a Student prior to graduation.
- Withholding Degree The University may withhold awarding a degree otherwise earned until the completion of the process set forth in this Code, including the completion of all Educational Consequences assigned, if any.

7.2 More than one of the Educational Consequences listed above may be assigned for any single violation.

7.3 Other than dismissal, 7.1n, conduct Educational Consequences shall not be made part of the Student's permanent academic record, but shall become part of the Student's confidential conduct 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 Rights and Privacy Act (FERPA). Conduct records are maintained in the Office of Student Conduct for seven (7) years from imposition of the most recent Consequence, except in cases where the Consequence is residence hall expulsion, suspension, and dismissal. Residence hall expulsion and suspension cases will be kept as a permanent conduct record but will not be noted on the academic transcript. Cases of dismissal are permanent and, unlike other conduct records, appear as a notation on the academic transcript. The Conduct Records Policy is in compliance with the state's Records Retention Schedule. All conduct records concerning Student Organizations are maintained permanently for archival purposes.

7.4 Conduct cases that are incomplete, due to factors such as the Student's not responding to conduct charges or not fulfilling an Educational Consequence, remain

a conduct 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.

7.5 In addition to the Educational Consequences set forth in Article 7.1, the following Educational Consequences may be imposed upon Student groups or Student Organizations following a finding of responsibility for a conduct violation:

- Revocation of University Recognition Loss of all privileges, including University recognition, for a specified period of time. Conditions for recognition may be imposed.
- b. Dismissal permanent revocation of University recognition.
- c. Educational Program Program facilitated by the chapter, regional/National/ International Headquarters, or relevant campus partner designed to address specific topics as deemed appropriate by the Conduct Officer.

7.6 Temporary or Provisional Orders – In addition to the authority granted in Article 2.3 of this Code, the Dean of Students is empowered to impose temporary or provisional orders 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 the University's conduct Adjudication process. Generally, such orders should be limited to those circumstances where the Dean has good cause to believe that the Student or Student Organization, or the Student or Student Organization's behavior, poses a threat to the status quo of the University Community or member(s). A Student or Student Organization 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.

- a. Student Organization Interim Suspension In certain circumstances, The Dean of Students, or Conduct Officer, may impose a temporary order for an interim suspension for a Student Organization prior to a conduct meeting or hearing for the purpose of protecting University Community members, personnel, or University property, and/or the community at large. During the interim suspension, the Student Organization shall be denied access to University meeting spaces, intramural leagues, and social activities. The Student Organization may not hold elections, give bids to new members/pledges, or initiate members.
- b. A Student or Student Organization receiving a temporary or provisional order may seek relief from the Vice President for Student Affairs. The Student or Student Organization shall request relief in writing. Upon review, the Vice President can affirm the order, amend the conditions of the order, or remove the order.

7.7 Student Interim Suspension – In certain circumstances, the University may impose a University or residence hall suspension prior to a hearing before a Hearing Authority or other University Adjudication (e.g. Title IX Grievance Process). Interim Suspension may be imposed only:

- a. To ensure the safety and well-being of members of the University Community or preservation of University property
- b. To ensure the Student's own physical or emotional safety and well-being
- 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;
- d. If the Student poses a threat of disruption of, or interference with, the normal operations of the University;
- e. Following an individualized safety and risk analysis in which the Dean of Students determines that based on the allegations of sexual harassment, there is an immediate threat to the physical health or safety of any Student or other individual.

7.8 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 Conduct Officer may determine to be appropriate. 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 interim suspension meeting at which the Student may show cause why their continued presence on the campus does not constitute a threat or may contest whether a campus policy was violated. Consistent with this Code, the Student may be accompanied by an Advisor.

7.9 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 Educational Consequences will be assigned. A schedule of fines will be approved yearly by the Board of Governors and placed on the Office of Student Conduct website).

a. Use or Possession of Marijuana:

First Violation: Fine; participation in a University approved drug education program (including an online module); and 2 reflection papers.

Second Violation: Participation in a University approved drug assessment and education program, University Housing probation for one (1) year; and/or Level 1 probation for a period of one (1) year; and Parental notification, as allowed under FERPA regulations.

Third Violation: Separation from the University for one semester (e.g., suspension, or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations. Prior to re-admittance, the Student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University. The Student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.

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

First Violation: Fine; parental notification, as allowed under FERPA regulations, Level Two Probation for a period of two years; and any additional Consequence as deemed appropriate by the Conduct Officer.

Second Violation: Separation from the University for one year (e.g. suspension or denial of privileges to re-enroll) and parental notification, as allowed under FERPA regulations.

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

First Violation: Dismissal from the University.

d. Use, Possession, or Distribution of Alcohol:

First Violation: fine; participation in a University approved alcohol education program (including an online module); and 2 reflection papers.

Second Violation: fine; participation in a University approved alcohol assessment and education program; at least fifteen (15) hours of approved community service; University Housing probation for one (1) year; and/or Level One probation for a period of one (1) year; Parental notification, as allowed under FERPA regulations.

Third Violation: Parental notification, as allowed under FERPA regulations; University Housing suspension; a University approved assessment for chemical dependency; Level Two Probation for a period of one year; and a fine.

Fourth Violation: Separation from the University (e.g., suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the Student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University. The Student may be asked to submit documentation of successful substance abuse treatment. Students readmitted after a Fourth Violation will not be eligible for University Housing.

e. Possession of Alcohol/Drug Paraphernalia:

First Violation: warning and removal of Paraphernalia item.

Second Violation: paper and removal of Paraphernalia item.

Third Violation: Parental notification, as allowed under FERPA regulations; University Housing probation; and removal of item.

Fourth Violation: University Housing suspension (e.g. suspension or denial of privileges to re-enroll) for one semester. Prior to re-admittance, the Student will be required to meet with the Dean of Students (or designee) to discuss and demonstrate readiness to be at the University.

Article VIII: Appeals

8.1 Within five (5) business days of issuing the Office of Student Conduct's outcome

letter, the Complainant or the Respondent may appeal the decision of the Conduct Officer or Hearing Authority by submitting a request for appeal to the Dean of Students through the Office of Student Conduct's website available at the following link. Subject to Article 8.6, the Dean of Students may choose a designee to review an appeal.

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 two (2) bases:

- a. 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 Complainant a reasonable opportunity to prepare and present information that the Code was violated and giving the Respondent a reasonable opportunity to prepare and to present a rebuttal of those allegations.
- b. 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 or Student Organization appealing a decision, or a Consequence wishes to review the verbatim recording of the hearing, they may make application to the Office of Student Conduct. 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. The period for appealing the decision of the Hearing Authority will not be extended for purposes of reviewing the verbatim record.

8.4 In the event a verbatim recording is not available due to mechanical failure or otherwise, the absence of the verbatim record shall not, in itself, be cause for appeal. In such cases the Office of Student Conduct staff will provide the hearing record, which will be considered sufficient for review by an Appeal Authority.

8.5 The Appeal Authority reviewing the appeal may do any of the following:

- Remand the matter to the original Hearing Authority for re-opening of the hearing to allow consideration of the original determination and/or Consequence(s).
- b. Affirm the finding of responsibility or no responsibility.
- c. Reverse the finding of responsibility or no responsibility.
- d. Deny the appeal because it does not fall within the parameters of or comply with the requirements set forth in this Code.

8.6 In cases where the Consequence is Dismissal, the President of the University will be designated as the Appellate Authority.

8.7 The Students' right to appeal ends at the Appellate Authority.

Article IX: Interpretation & Revision

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

9.2 The Code should be reviewed periodically under the direction of the Director of Student Conduct. 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

For purposes of this Code, the following terms have the following meaning:

10.1 "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.
- 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 acknowledgment. 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 "Adjudication" means the process of reaching a determination of responsibility and Educational Consequences under this Code.

10.3 The term "Advisor" refers to a person accompanying the Complainant or the Respondent to a conduct meeting or hearing. The Advisor is there to provide advice and procedural support to the Student or Student Organization, not to participate in the conduct meeting or hearing. Parties are allowed one (1) Advisor in a conduct meeting or hearing.

10.4 The term "Appeal Authority" means any person authorized by the Dean of Students to consider an appeal from a Conduct Officer and/ or a Hearing Authority's determination that a Student has violated the Code or from the Educational Consequences assigned by the Conduct Officer and/or Hearing Authority.

10.5 The term "Business Day" means any day in which University offices are open, regardless as to whether classes are in session.

10.6 The term "Code" refers to the Code of Student Rights and Responsibilities.

10.7 The term "Complainant" refers to any member of the University Community who files a complaint for charges against a Student or Student Organization.

10.8 The term "Conduct Advisor" means a University Official authorized to serve in an advisory role in a hearing to the Conduct Officer.

10.9 The term "Conduct Officer" means a University Official authorized by the Dean of Students to recommend Educational Consequences for Students found to have violated the Code. The Dean may authorize a Conduct Officer to serve simultaneously as a Conduct Advisor and the sole member or one of the members of a Hearing Authority. Nothing shall prevent the Dean from authorizing the same Conduct Officer to recommend Educational Consequences in all cases.

10.10 For the definition of "Consent" and other terms related to sexual violence, as well as further explanation of University policy, see Op1.02-11 Title IX Sexual Harassment Grievance Procedure Policy.

10.11 The "Dean of Students" is that person designated by the University to be responsible for the administration of the Code.

10.12 The term "Educational Consequence" refers to the outcomes or terms that a Student must fulfill in the event they are found responsible for policy and/or Code violations. Educational Consequences are designed to promote Student learning and behavioral change in future decision making.

10.13 The term "Emotional Support Person" refers to an individual accompanying a participant to a hearing. The Emotional Support Person is there to provide emotional support to the individual and may not participate in the hearing beyond while a participant is being questioned.

10.14 The term "Explosive Weapons" means any explosive, incendiary, or poison gas bomb or similar device designated 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.

10.15 The term "Faculty Member" or "Faculty "means any person hired by the University to conduct classroom or other learning/teaching activities.

10.16 The term "Firearms" means any weapon that is designed or adapted to expel a

projectile by the action of an explosive.

10.17 The term "Hearing Authority" means any person authorized to determine whether a Student has violated the Code and to recommend Educational Consequences. The Hearing Authority will uphold the order, process, policies, and procedures of a hearing.

10.18 The term "Hearing Authority Advisor" means a University Official authorized to serve in an advisory role to the Hearing Authority during a hearing. The Hearing Authority Advisor will advise the Hearing Authority as they uphold the order, process, policies, and procedures of a hearing.

10.19 The terms "May" and "Should" are used in the permissive sense.

10.20 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.

10.21 The terms "Must" and "Shall" are used in the imperative sense.

10.22 The term "Student Organization" means any formally recognized student group receiving benefits of University recognition and support, including but not limited to social fraternities; sororities; intercollegiate athletic teams; and intramural and club sports teams.

10.23 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 two inches in length, brass knuckles, and projectile weapon such as a bow, crossbow, pellet gun, slingshot, or any other weapon as defined by Missouri law.

10.24 The term "Paraphernalia" includes any object that: i) contains the residue of alcohol or of an illegal drug, ii) is manufactured or sold for the consumption of alcoholic beverages or an illegal drug; or iii) is designed for the rapid consumption of alcohol. Examples of Paraphernalia under this definition include, but are not limited to, a marijuana pipe or bong, blow tube, a beer bong, and empty beer cans, liquor bottles, or empty case of beer.

10.25 The term "Respondent" refers to any Student or Student Organization of the University Community who is alleged to have violated the Code or who is charged with violation of the Code.

10.26 For purposes of the Code the term "Student" includes all persons enrolled in courses offered by Missouri State University, to persons who have been notified of their acceptance for admission, and persons who are living in Missouri State University residence halls, even if not presently enrolled at the institution The Code of Student Rights and Responsibilities also applies to persons who withdraw or graduate after allegedly violating the Code of who are not enrolled for a particular term but have an apparent continuing relationship with the University. A "continuing

relationship" may include, but is not limited to, students enrolled in a previous semester and registered or otherwise indicating intent to register for a future period of enrollment, or a student accepted for admission who has indicated intent to attend in a future period of enrollment.

10.27 The term "University" means Missouri State University.

10.28 The term "University Community" means Missouri State University Students, Faculty, and staff.

10.29 The term "University Premises" includes all land, buildings, facilities, and other property in the possession of or owned, used, or controlled by the University.

10.30 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 and Graduate Assistants.

The Behavioral Intervention Team

www.missouristate.edu/dos/bit/

Our mission

Missouri State University and the Division of Student Affairs promote student success. The Behavioral Intervention Team's (BIT) mission is to identify students exhibiting behaviors detrimental to their or other campus community members' success and provide resources improving opportunities to achieve student success.

Our purpose

Founded in Fall 2003, the purpose of the Behavioral Intervention Team (BIT) is to be a resource to members of the University community who have a concern about a student's behavior and need the opportunity to consult with professionals who deal with behavioral issues on a more frequent basis. The BIT provides an organized and coordinated method of assessment of the severity of an incident or situation affecting the University community. The BIT determines the need for intervention, identification and activation of appropriate resources and responses, ongoing monitoring, and evaluation of responses and outcomes.

Any member of the University community can contact a member of the BIT with a concern. The team member may be able to address the concern without engaging the BIT or may consult with particular other members of the team to alleviate the particular situation. The individual member may present the situation at the next team meeting to gain a critique of the response, obtain additional guidance, or to enlist monitoring of an ongoing issue or concern.

EVENTS ONLY - SMOKING EXCEPTIONS DOWNTOWN **IDEA COMMONS** TATE UNIVERS TOBACCO FREE Park Central Office Builds CAMPUS Student Exhibition Center **DESIGNATED AREAS** AVAILABLE DURING EVENTS AND PERFORMANCES ONLY Juanita K. Hammons Hall for the Performing Arts 2 JQH Arena Burgess Houses (3) Hammons Student Center 4 Robert W. Plaster Stadium **LEGEND** City Streets Designated Smoking Areas - Events Only **Missouri** UNIVERSITY

Important Contacts

Department Phone E-mail Prefix

	Phone	Email @missouristate.edu
Academic Advisement Center	417-836-5258	uadvise
Admissions	417-836-5517	info
Athletics	417-836-5244	athletics
Bear CLAW (writing center)	417-836-6398	bearclaw
BearPass Card Office	417-836-8409	bearpasscard
Blair-Shannon House	417-836-5196	
Bookstore	417-836-5403	bookstore
Bursar	417-836-5128	bursar
Career Center	417-836-5636	careercenter
Computer Support (ResNet)	417-836-6100	resnet
Copy This	417-836-5808	copythis
Counseling Center	417-836-5116	
Dean of Students	417-836-5527	deanofstudentsoffice
Dining Services	417-836-5660	diningservices
Disability Resource Center	417-836-4192	drc
Diversity and Inclusion	417-836-3736	diversityandinclusion
Financial Aid	417-836-5262	financialaid
Financial Services	417-836-5632	financialservices
Foster Recreation Center	417-836-5334	campusrecreation
Freudenberger House	417-836-5189	
General Counsel	417-836-8507	generalcounsel
Hammons Hall for Performing Arts	417-836-6776	HammonsHall
Hammons House (residence hall)	417-836-4907	
Hammons Student Center	417-836-5772	
Heitz House	417-837-7470	
Honors College	417-836-6370	honorscollege
Hutchens House	417-836-8484	
Institutional Compliance	417-836-4252	compliance
International Services	417-836-6618	internationalservices
Kentwood Hall	417-836-4818	
Learning Diagnostic Clinic	417-836-4787	learningdiagnosticclinic
Library/Hours	417-836-8383	library
		library

	Phone	Email @missouristate.edu
Library/Circulation	417-836-4700	library
Library/Reference	417-836-4535	
Magers Health & Wellness	417-836-4000	studentopportunity
Student Resource Center/Bear Cave	417-836-4483	
Monroe Apartments	417-836-8228	parking
Parking Administration	417-836-4825	
Plaster Sports Complex	417-836-4640	plasterstudentunion
Plaster Student Union	417-836-5886	
Public Affairs	417-836-8832	registrar
Registrar	417-836-5520	rha
Residence Hall Association	417-836-6880	residencelife
Residence Life	417-836-5536	
Scholars House	417-836-8787	
Springfield Police Substation	417-836-5327	
Student Academic Support Services	417-836-5636	studentaffairs
Student Affairs	417-836-5526	studentconduct
Student Conduct	417-836-6937	studentemployment
Student Employment	417-836-5627	studentengagement
Student Engagement	417-836-4386	sga
Student Government Association	417-836-5500	livelearn
Student Success Initiatives	417-836-3234	
Sunvilla Tower	417-836-5410	
University Safety	417-836-5509	veteranserviceshealth
Veteran Services	417-836-6199	
Wells House	417-836-5193	
University College	417-836-5872	
Woods House	417-836-5338	
University Safety	417-836-5509	
Veteran Services	417-836-6199	
Wells House	417-836-5193	
Woods House	417-836-5338	



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