

Simmons College  
Office of Residence Life  
Graduate/Dix Scholar  
College Housing Application  
2008-2009



Located on the Residence Campus at:  
94 Pilgrim Road  
2nd Floor of the Health Center  
Boston, MA 02215

Contact us:

Phone: 617-521-1096  
Fax: 617-521-1110  
Email: [reslife@simmons.edu](mailto:reslife@simmons.edu)  
Website: <http://my.simmons.edu/services/residence-life>

**Welcome to the Simmons College Residential Community!** Congratulations on being accepted to Simmons College and choosing to live in the College Housing program. It is exciting to have you as a part of the community! Please read this License Agreement carefully and keep it for future reference as your signature obligates you for the full 2008-2009 academic year. Once you have read it, please complete and either sign the Graduate and Dix Scholar Housing Application and return it to The Office of Residence Life, 94 Pilgrim Rd, Boston, MA 02215 or fax to 617-521-1110; or please check the box on the online form indicating that you agree with the terms set forth.

This document in its entirety constitutes a **LICENSE** (the “License or “Agreement”) between the undersigned student resident (“you”) and Simmons College (the “College”). This License sets forth the terms and conditions under which you will occupy the premises in the College Residence Campus facilities and off-campus affiliated sites. In keeping with the policies and procedures outlined in the Student Handbook, College Catalog, and other College publications, you are responsible for your actions and the actions of your visitors.

### **IMPORTANT DATES AND DEADLINES FOR RESIDENT STUDENTS:**

April 4, 2008: Room and board charge information for the 2008-2009 Academic year available on the Student Financial Services website: <http://my.simmons.edu/services/sfs/accounts/costs.shtml>

June 9, 2008: Last day to submit special housing accommodation paperwork to the Coordinator of Disability Services for the Fall 2008 Semester (Section 2.3).

August 15, 2008: Date by which all residence charges for the Fall 2008 Semester must be prepaid.

August 29, 2008: License Agreement begins for the 2008-2009 Academic year for Fall 2008 Semester (Section 1.4).

September 3, 2008: Last day to indicate residency before forfeiture of License Agreement for the Fall 2008 semester (Section 1.1).

November 21, 2008: Last day to submit special housing accommodation paperwork to the Coordinator of Disability Services for the Spring 2009 Semester (Section 2.3).

December 1, 2008: Last day for students to request withdrawal from housing for the Spring 2009 semester (Section 5).

December 15, 2009: Date by which all residence charges for the Spring 2009 Semester must be prepaid.

January 22, 2009: Last day to indicate residency before forfeiture of License Agreement for Spring 2009 Semester (Section 1.1).

March 31, 2009: Last day for current resident students to submit in writing to the Office of Residence Life their request to withdrawal from housing for the Fall 2009 semester.

March 31, 2009: Last day for current resident students to submit special housing accommodation paperwork to the Coordinator of Disability Services for the Room Selection Process for the 2009-2010 Academic year (Section 2.3).

May 17, 2009: License Agreement ends for the 2008-2009 Academic year for all Dix/Graduate students (Section 1.4).

## **SECTION 1: ELIGIBILITY AND CONTRACT OBLIGATIONS**

Resident students must be enrolled as a full-time student (enrolled for 8-10 credits or more for graduate students or at least 12 credits for Dix Scholars, 24 years of age or older, and enrolled at Simmons College to be eligible to live in College Housing at the time this Agreement begins. Resident students are also required to meet all scheduled deadlines for application and payment; see dates above for more information. Matriculating students, as well as those students who are part of a special College-sponsored program approved by the Office of Residence Life, will be given priority for College Housing.

### **SECTION 1.1: INELIGIBILITY**

This College Housing License Agreement may be terminated and a resident student may be asked to vacate the residence hall promptly if and when she/he does not meet eligibility standards. In addition, a resident student's assignment may be forfeited if she/he does not provide prior notification to the Office of Residence Life in writing of her/his intent to arrive on campus after the start of the semester or fail to show up by the dates listed above.

### **SECTION 1.2: INDEBTEDNESS**

If Student Financial Services notifies Residence Life that a resident student owes money to the College, the resident student can be denied permission to move into College Housing or may be required to vacate College Housing

### **SECTION 1.3: WITHDRAWAL REQUIREMENT**

Any resident student withdrawing, taking a leave of absence, or on academic suspension while a semester is in progress is expected to check out of College Housing within 3 days unless circumstances require immediate removal. Resident students leaving at the end of a semester will be expected to check out of College Housing by the established residency dates.

### **SECTION 1.4: RESIDENCY REQUIREMENT.**

The License is binding **from the date of occupancy to the end of the 2008-2009 Academic year.** Resident students who withdraw at the end of the fall semester are expected to check out of College Housing no later than the day after their last final ends.

### **SECTION 1.5: CHARGES**

A \$250.00 deposit is required on every resident student's account for the entire time she/he lives in College Housing. The deposit (check made payable to Simmons College) must be submitted to the Office of Residence Life by Graduate students and Dix Scholars in order to reserve a space in College Housing. Upon assignment to College Housing, the College will hold this deposit as a security deposit. The security deposit is subject to fee deductions; any fees a resident student incurs that goes above the \$250.00 deposit will be charged against her/his student account. The resident student will be required to repay the fee deductions to her/his housing deposit in order to participate in the Room Selection Process in the spring semester for the next academic year. All students wishing to live in College Housing must submit a College Housing Application to the Office of Residence Life so that a housing assignment can be made. An updated College Housing Application must be submitted at the Room Selection Process for returning students in order to select a room.

The Office of Student Financial Services handles all payments and financial information related to residence charges. The 2008-2009 room and board rates will be available on the Simmons College website under <http://my.simmons.edu/services/sfs/accounts/costs.shtml>. Students are required to prepay all residence charges by the dates listed above under the Important Dates section; payments received after the due dates will be charged a late fee.

All Graduate students living in College Housing must pay the Simmons College Health Fee. Please note that this health fee is not the same as student insurance which all full-time students enrolled in a college in Massachusetts are required to purchase separately.

## **SECTION 2: HOUSING INFORMATION**

Students choosing to live in College Housing should be aware of the following information regarding rooms and roommates, meal plans, and vacation periods.

### **SECTION 2.1: MEAL PLANS**

Meal plans are activated on the date listed above under Important Dates and remain activated through the period of this Agreement with the exception of College vacations and breaks.

### **SECTION 2.2: ROOM ASSIGNMENTS.**

In making room assignments, the Office of Residence Life will not honor any requests for assignments or room changes which discriminate on the basis of race, color, religion, national origin, ancestry, disability, age or sexual orientation. Whenever possible, room assignments are made with consideration of the preferences selected on the the College Housing application. The College reserves the right to make or change room assignments, consolidate students with vacancies, and monitor any returning student's option to participate in any or all portions of the Room Selection Process based on their academic, judicial or financial standing with the College. This License provides resident students with a space in the College Housing only; it does not guarantee a specific room, building, or number of roommates.

### **SECTION 2.3: SPECIAL HOUSING ACCOMMODATION**

Any resident student requiring a special housing accommodation of any type should send the request and documentation to the Simmons College Coordinator of Disability Services. Medical documentation for a special housing request must be received no later than the date listed under Important Dates above to determine the necessity of the request. Current resident students who plan to live in College Housing for the Fall 2009 semester must submit medical documentation by the date listed under Important Dates above to determine participation in the Room Selection Process. Please go to the Simmons' website <http://my.simmons.edu/services/disability/> for information and necessary medical documentation forms. Send documentation forms to the ADA Compliance Officer c/o Disability Services, 300 The Fenway, Boston, MA 02115-5898 or email to [ada@simmons.edu](mailto:ada@simmons.edu).

### **2.4: VACATION PERIODS**

Vacation periods are the four-day Thanksgiving weekend, Winter Break,, and Spring Break. Overnight guests are not permitted during vacation periods. All guests must leave by 11:00pm. Graduate students and Dix Scholars are permitted to remain on campus during vacation period but Bartol Dining Hall is closed.

### **SECTION 2.5 ROOM CHANGES**

Room changes are not allowed during the first two weeks of each semester. In order to change rooms, resident students must first meet with their current Resident Director and get consent to move. Room changes that take place between the Fall 2008 and Spring 2009 semesters must be completed by the first week of Winter Break. The Office of Residence Life reserves the right to make room change exceptions when presented with clear and compelling reasons.

### **SECTION 2.6: ROOMMATE DISPUTES**

Most Graduate students and Dix Scholars will be housed in single rooms, however, in situations where double occupancy occurs, in the event of roommate disputes, the parties involved are asked to work out an agreement to live together. This involves a mediated conversation between the roommates and a member of the Residence Life staff. If it is necessary for the roommates to move, the decision is made between the disputing roommates with the consultation with the Residence Life staff if possible. Otherwise, the Office of Residence Life is responsible for making the decision and a timeline for the move. All room changes must be approved, in writing, by the Office of Residence Life.

### **SECTION 2.7: ROOM VACANCIES**

When a vacancy occurs in a resident student's room, the remaining occupants are required to keep the one bed, dresser, desk and chair empty and available for a new roommate throughout the semester. When a new roommate is assigned, the remaining occupants are notified and contact information will be exchanged for clear communication. In an effort to provide adequate space for new students, residents may be asked to move to another room to fill a vacancy (consolidate) before or during the fall and spring semesters. Any resident student

who makes it difficult to fill a vacant space may be subject to judicial action, forfeit their residency, or be charged for the vacant space.

### **SECTION 3: PROCESSES AND PROCEDURES**

Resident students are responsible for understanding and participating in the processes and procedures outlined below; they should familiarize themselves with the following information as they will be held accountable for it throughout the year.

#### **SECTION 3.1: CHECK IN/OUT**

Resident students are expected to check in and out of their assigned room upon move in and departure. Checking out of College Housing includes removal of a resident student's personal belongings on or before the end of her/his College Housing License Agreement. Belongings not removed at the time of her/his check out will be considered abandoned. The College reserves the right without notice to dispose of any personal property which remains on the premises after termination of this Agreement. Failure to check out with a Residence Life staff member will result in the student forfeiting the right to appeal any damage charges.

#### **SECTION 3.2: ROOM KEY**

Resident students are required to have their student identification card and room key with them for access to the building and their room whenever they leave their building or room. Resident students are responsible for their room key for the duration of their stay in the room. Every resident student must sign out the key upon moving in and sign in the key upon moving out of their assigned room with a Residence Life staff member. At the time of departure from the room, a \$50.00 charge per lock will be assessed to resident students if they do not return their key. If, at any point in the semester, a resident student loses their key, they will be charged a \$50.00 charge per lock. If a resident student's room key is stolen at any point in the semester, a police report will be required for the fee to be waived.

#### **SECTION 3.3: ROOM CONDITION REPORT**

Resident students will complete and sign a Room Condition Report (RCR) which should be an accurate and complete report of the contents and conditions of the assigned room upon moving in. This form is verified and collected by a Resident Advisor and the information will serve as the basis for charges at the time of check out, if warranted. To avoid being charged for another resident student's common space damage, have all roommates present at the time of the check out RCR; otherwise, students will split the common space charges equally among the residents who use that common space.

#### **SECTION 3.4: LOCKOUTS**

Monday through Friday during normal business hours (8:30 am-4:30 pm), Residence Campus Services handles room lockouts free of charge. On weekdays after 4:30 pm and anytime on weekends, Residence Life staff will handle room lockouts for a fee. On weekdays after 4:30 pm until 11:00pm, there is a fee of \$10; after 11:00 pm until 8:30 am, the fee increases to \$15. On Saturdays, Sundays, and holidays, the room lockout charge is \$15 regardless of the time of day. Fees must be paid to the cashier on the second floor of the Main College Building within two business days. Failure to pay the room lockout fee will result in a referral to the Simmons College Judicial Board; additionally, students may be subject to late fees.

Should a resident student not have her/his identification card to enter the building, Public Safety will provide her/him access to the residence halls during normal business hours (8:30 am-4:30 pm). Residence Life will provide a temporary ID to a resident student who has misplaced her/his student ID after 4:30 pm and on weekends. Resident students are required to locate their student ID or purchase a replacement ID at the Campus Card Office on the next business day.

#### **SECTION 3.5 HEALTH AND SAFETY CHECKS**

Residence Life staff will conduct routine Health and Safety Checks of all College Housing rooms to ensure compliance with health and safety regulations including fire codes. Items that are not permitted (Section 4.7) will be confiscated and disposed of or donated to charitable organizations. The inspection includes but is not limited to cleanliness, fire door safety, and proper use of electrical equipment and extension cords. Items prohibited in

rooms are outlined below. Any questions regarding fire safety and/or health and safety issues should be directed to a Residence Life staff member.

#### **SECTION 4: RESIDENCE LIFE EXPECTATIONS AND GUIDELINES**

Simmons College residents are expected to adhere to the following policies while living in College Housing. Please refer to the Student Handbook for more information. Behavior which is dangerous to oneself or others and/or disturbs the learning and/or living environment is strictly prohibited. Violations of the alcohol and drug policies are immediately referred for judicial action. Also, failure to comply with the requests of a Residence Life staff member or other College official is grounds for referral for judicial action.

##### **SECTION 4.1: DRUGS**

Possession, use, or distribution of illegal drugs is against the law in the Commonwealth of Massachusetts as well as a violation of the Simmons College Honor Code.

##### **SECTION 4.2: ALCOHOL**

Persons under the age of 21 may not possess, consume, or transport alcohol on the Residence Campus. Resident students may possess alcohol within College Housing in her/his room if she/he is 21 years of age or older. If a resident student is not 21, even if their guest is 21 or older, the guest may not possess alcohol. Open containers, including empty bottles used as decoration, imply consumption; therefore, they may be confiscated during Health and Safety Checks or during certain situations deemed appropriate by the Residence Life staff. If a resident student is of legal drinking age and there is an unsafe and/or excessive use of alcohol in her/his room as determined by a Residence Life staff member, all alcohol in the room may be confiscated or dumped.

**SECTION 4.3: SMOKING:** Smoking is not permitted anywhere in or around any College Housing. The College does not offer a smoking lounge or smoking area in any of the housing options. All smokers must be 50 feet away from any College Housing buildings and off the walking paths to smoke a cigarette.

##### **SECTION 4.4: GUEST POLICY**

Resident students are responsible for the escort and conduct of their visitors. Each resident student may have up to three (3) visitors at one time. Bear in mind that each College Housing room can only hold a reasonable amount of people at any given time. Resident students must be present when any guest is present; it is against the guest policy to leave a guest unattended in a room or anywhere within College Housing. All visitors must comply with College rules and regulations. Resident students will be held responsible, financially and otherwise, for the actions of their visitors.

Resident students must obtain the permission of their roommate(s) prior to the visit of any overnight guests. Overnight guests may stay up to six (6) nonconsecutive days in a thirty (30) day period with up to three (3) consecutive days at a time.

##### **SECTION 4.5: COMMUNITY STANDARDS**

The College expects that all members of the community will treat others with dignity, civility and respect. Any form (including computer/internet based form) of hateful language and/or bullying will not be tolerated. Given this, the Residence Life staff expects that writings, pictures, notes, etc. displayed in public or communal areas must adhere to the standards of the Simmons community. This includes, but is not limited to, room doors, hallway walls, bathrooms and lounge areas.

##### **SECTION 4.6: ROOM FURNISHINGS**

Resident students may not physically alter, remove, or in any way tamper with the room furnishings provided by the College. This includes construction of any kind (i.e. lofts or other alterations of the bed) or painting of the walls, ceilings and floors. Removal of or damage to furnishings may result in the assessment of a damage charge equal to the cost of replacement or repair; damage charges can be found on flyers in College Housing or on the Residence Life website. Resident students are prohibited from having any other College furniture or College property in their room (i.e. lounge furniture) except that which is specifically assigned to that room. Resident students may be subject to a fine should such furniture or College property be found in their room. Removal costs

may be imposed on those who have prohibited furniture, abandoned their personal belongings, or left non-College issued furnishings. In accordance with fire safety regulations, the doors connecting adjacent rooms may not be locked or in any way blocked by furniture or other items.

#### **SECTION 4.7 PROHIBITED ITEMS**

The following are strictly prohibited, for legal or safety reasons:

- possession, use, or exchange of illegal drugs, narcotics or drug paraphernalia;
- possession, use, or exchange of alcohol by persons under the age of 21; possession of empty alcohol containers by persons under the age of 21;
- possession of candles, incense, oil burners, the burning of these or any other substances, and any item that requires an open flame for use;
- possession, use or sale of weapons including but not limited to firearms (including but not limited to pellet guns, BB guns or any reasonable facsimile of a gun), mace, pepper spray, explosives of any kind including fireworks, knives (with the exception of kitchenware), nunchucks, stun guns, or any other articles or substances commonly used as weapons;
- possession or use of electrical appliances with heating elements or high energy consumption, such as hot plates, electric coffee pots, immersion heaters, popcorn poppers, crock pots, electrical heaters, electric frying pans, electric woks, stoves, toaster ovens, air conditioners, torchiere style halogen lamps, or any other appliance which uses over 1,000 watts of electricity (with the exception of hair dryers), and/or any appliance that does not meet current UL specifications. Please note this exception: Coffee pots and electric tea kettles with automatic shutoffs are permitted.
- Possession or use of microwaves with the exception of those attached to microfridges that are no larger than 3.6 cubic feet; possession or use of refrigerators that are larger than 4.5 cubic feet.
- possession/use of waterbeds;
- possession of any type of upholstered furniture not provided by the College which do not meet Massachusetts Regulations which require furniture in college dormitories to meet the standard of CAL 133 or CAL 117; each piece must be suitably labeled and written notice of compliance is required.
- possession of any bed mattress that is not issued by the College
- pets of any kind with the exception of service animals and small fish in properly maintained tanks of no more than a five gallon capacity;
- gasoline-powered machinery such as motorcycles or mopeds and any other combustible items including combustible engines, flammable liquids, non-electric lanterns, and large combustible decorations;
- hanging anything outside windows or on the residence hall facades, or placing anything on outside window ledges, except as part of an official College event or with the approval of the Director of Residence Life; and hanging anything on or from interior room ceiling, sprinklers, or fire detectors (including hanging cloth tapestries or other cloth hangings on walls and ceilings).

#### **SECTION 4.8: CONFISCATION OF PROHIBITED ITEMS**

During opening, the Residence Life staff makes every effort to discourage the admittance of prohibited items (Section 4.7) to campus. As outlined above, any item found in a resident student's room will be removed and will be disposed of or donated by the College staff immediately. Public Safety will be called to document and confiscate any illegal items which will not be returned to the student.

#### **SECTION 4.9: BUILDING EVACUATIONS**

Fire and safety drills will be conducted in College Housing with the exception of Back Bay Manor. Each and every time the building alarm sounds, everyone (and their visitors) must vacate the building immediately and cooperate with the instructions of emergency/fire personnel and Residence Life staff. Rooms assigned to hearing impaired students are equipped with a bed shaker and a flasher device.

#### **SECTION 5: CANCELLATION, WITHDRAWALS, AND OTHER AGREEMENT TERMS**

Resident students should familiarize themselves with all aspects of the License Agreement including the following as it pertains to withdrawal, cancellation, or other terms of responsibility with regards to their College Housing.

### **SECTION 5.1: CANCELLATION POLICY**

In order for a resident student to cancel her/his License Agreement, she/he must submit a written request by the required dates to and receive written approval from the Office of Residence Life. Resident students may cancel their License Agreement prior to the beginning of classes on the following grounds:

- withdrawal for academic or medical reasons (approved by the College);
- transfer to another college or university;
- participation in a College sponsored domestic exchange, study abroad, or internship program which requires living outside of the College's local area; or leave of absence (approved by the College)

No other conditions for cancellation apply. Supporting documentation may be required.

### **SECTION 5.2: TERMINATION POLICY**

The College retains the right to terminate the Room and Board License Agreement on the following grounds:

- disciplinary action which requires the student to leave the College or College Housing
- the student's failure to maintain class attendance
- the student's failure to adhere to College registration
- the student's failure or to carry fewer than 12 credits without approval from the Office of Residence Life
- the College's absolute discretion when it is deemed in the best interest of the College, in the student's best interest, or in the best interest of other students

Should the College terminate a resident student's License Agreement for any of the reasons listed, the resident student will forfeit her/his deposit.

### **SECTION 5.3: ROOM AND BOARD REFUND POLICY**

Room and Board charges minus the housing deposit are refundable only if a resident student gives written notification of withdrawal to the Office of Residence Life prior to the date of occupancy. If a resident student withdraws during the first four weeks of a semester, she/he will be refunded a prorated amount for room and board charges similar to the percentage rate used for the tuition prorate charge, starting from the date she/he officially withdraws from residence. No refund will be made after the Friday of the fourth week of the semester. [Federal financial aid recipients may be subject to different rules, and students are encouraged to meet with a financial aid counselor at Student Financial Services for an explanation of their individual case.]

#### **Schedule of Room and Board Refund:**

Prior to 1 <sup>st</sup> week of classes	\$250 retained by the College
1 <sup>st</sup> week of classes	80% of room and board refunded
2 <sup>nd</sup> week of classes	60% of room and board refunded
3 <sup>rd</sup> week of classes	40% of room and board refunded
4 <sup>th</sup> week of classes	20% of room and board refunded
After 4 <sup>th</sup> week of classes	No refund given

### **SECTION 5.4: DEPOSIT REFUND POLICY**

Upon the College's receipt of written notification within the specified dates, the Office of Residence Life will refund the deposit without interest to the resident student's permanent address on file with the College.

For current resident students, notification by either withdrawal form or e-mail must be received by the Office of Residence Life on or before December 1, 2008 for the Spring 2009 semester and March 31, 2009 for the Fall 2010 semester indicating that a student will not occupy College Housing during the following spring or fall semester, respectively. Refund of deposit for mid-year withdrawal will be valid only if one of the criteria listed in Section 5.1 applies. If it is determined that a resident student caused damage to her/his room or failed to properly return her/his room key, a portion of the deposit will be withheld.

For incoming new students, the deposit is refundable if students notify the Office of Residence Life, in writing, on or before July 1, 2008 for the Fall 2008 semester or by December 1, 2008 for the Spring 2009 semester of their decision to withdraw their application to be housed in College Housing.

In all cases, written notification of the student's intention to withdraw from the College Housing must be received within the above-stated deadlines in order for a room deposit refund to be processed.

**SECTION 5.5: VIOLATION OF AGREEMENT TERMS**

The College retains the right to terminate or cancel the College Housing License Agreement in the event of any violation by a resident student or their visitor(s) of the terms and conditions contained herein. Any such termination or cancellation will result in removal from College Housing. Termination or cancellation of the license does not preclude the College from pursuing other avenues of redress against students.

**SECTION 5.6: PERSONAL PROPERTY**

The College assumes no liability for loss of or damage to resident students' personal belongings. Resident students are strongly encouraged to secure adequate insurance coverage as needed. The College does not provide space for storage of personal belongings during the academic year or summer.

**SECTION 5.7: RESERVATION OF RIGHTS**

The College hereby reserves the unconditional right to:

- enter and/or inspect rooms without notice when deemed appropriate
- terminate License Agreements
- repossess or reassign rooms
- choose to not accept an application for housing
- affect other steps necessary and advisable for the safety, security and conduct of its residence program.

**SECTION 5.8: SIGNATURE ON FILE**

By checking the box below and submitting the housing application online or by submitting a signed paper copy to the Office of Residence Life, you agree to a full academic year contract and agree to comply with all College and Residence Life policies as outlined within this agreement as well as within the student handbook. Please retain a copy of this document for your records.