CAMPUS HOUSING POLICIES

The Residence Hall Housing Agreement 2025-2026

Concordia University and the Concordia student recognize that living in the residence hall should be an environment where the student benefits academically, socially, personally, and spiritually. In this joint endeavor Concordia and the Concordia student strive to establish and maintain an environment that is safe, pleasant, and wholesome for the entire Concordia community. To this end, the Concordia student refrains from any actions that abuse or endanger people, property or the academic enterprise. The Concordia student should strive to be a positive and helping influence in this community. The University complies with all federal legislation regarding employment, and the Human Resources Department serves as the key facilitator of compliance. The Human Resources Director facilitates compliance and accommodation for the diversity needs of students and all legislation governing diversity, including Title IX. The University's Provost and Chief Operating Officer oversees and ensures compliance with accessibility issues related to the Americans with Disabilities Act. The University maintains an office for Student Accessibility Services, which facilitates meeting the classroom and lifestyle needs of students with disabilities.

Students who choose to live in the residence halls understand that they are at risk of contracting a communicable or infectious disease. By choosing to stay in the residence halls for the period designated herein, residents assume the risk of contracting a communicable or infectious disease from other residents, other users, or other sources. Residents agree to waive any claims or demands against Concordia University and its agents, employees, or servants, for damages, arising from contracting a communicable or infectious disease while residing on campus.

1. This Agreement is for the 2025-2026 academic year or balance thereof and Summer 2025. By completing and signing the Housing Application, the student accepts the terms and conditions of this Agreement. The University reserves the right to amend this agreement. The most up-to-date copy is available upon request. The student must submit the housing application for the academic year and the separate application for the summer semester (if they are eligible for summer housing. The student must also submit the down payment for returning students or the university enrollment deposit for new freshmen. New transfer students do not need to submit either in the first semester of enrollment.

2. Eligibility. Enrolled full-time undergraduate students taking in-person classes in good University standing are eligible for a residence hall assignment. PSEO students and high school graduates who are not 18 years old by the end of the fall semester usually are not eligible for a residence hall assignment, must petition to live on-campus, and on-campus housing is not guaranteed. CSP Global students are only eligible for on-campus housing if there is a University-related need for them to be on-campus, and these students must get the approval of the Dean of Students. The university reserves the right to refuse any application. Students living in residence halls are expected to live independently and be able to complete daily living. Students needing accommodations must meet with Student Accessibility Services.

A. In situations where the University believes that emergency or medical assessment and/or intervention is required, it is the student's responsibility to pay for any charges related to the assessment or intervention (including, but not limited to, hospitalization, transportation, follow-up assessments/care and treatment).

B. Students needing assistance in an emergency evacuation due to medication, anxiety, or injury must

notify Student Accessibility Services and Residence Life for accommodations.

C. Students must follow all local, state and federal guidance/mandates/laws.

D. To be eligible for summer housing, students need a university-related purpose to be on-campus (i.e. athletics, on-campus work, enrolled in classes).

E. The University reserves the right to assign students to the hall that is best for them, has open spots, or designated for a specific student type.

3. Down Payment. Each returning student resident must annually submit a \$125 housing down payment for the academic year and a \$50 down payment for summer. The down payment will be applied to the student account for the first semester of housing. Down payments are non-refundable after June 1. Housing assignments will only be made with a down payment. New first-year and transfer students do not need to submit the down payment; however, new first-year students must submit the University enrollment deposit.

4. Term of Agreement. The housing agreement is for the academic year, fall and spring semester, or balance thereof, and the following summer. Room and board charges include a meal plan through the University's food service, Sodexo. A meal plan is not included during the summer. separate application and summer down-payment will need to be submitted for summer housing.

5. Cancellation/Release. This agreement obligates the resident for the entire academic year. Residents may cancel their application without penalty if proper notice is received by the Residence Life Staff. New residents must contact the Office of Admission. Returning students must provide written notice to the Residence Life office. Notice of cancellation will result in the forfeit of the down payment. For spring semester-only applicants, a notice of cancellation after December 1 will result in the forfeit of the down payment.

Fall Semester Cancellation: A fee is charged for canceling this agreement once the resident has moved into the residence hall prior to the refund date. The cancellation fee is based on the date the cancellation request is received and/or date the student moves out (whichever is later).

Spring Semester Cancellation: Students must notify the Residence Life Department professional staff of plans to move off-campus and follow the check out process. At least a 72-hour notification should be given during the semester excluding holiday breaks.

No penalty is imposed if the request and supporting documentation is received prior to spring semester for the following reasons: a) graduation; b) study abroad; c) Concordia University System simultaneous enrollment; d) internship; e) student teaching; f) marriage during the semester; g) leave of absence or withdrawal from the University.

Cancellation the first day of classes or later due to withdrawal from the University and getting card activated will result in cancellation charges and forfeiture of the down payment.

A resident who separates from the University must complete the University Withdrawal form. If a student chooses to cancel their housing assignment once classes began, they must notify Residence Life. The resident is to vacate University housing, deactivate card, return keys (if assigned), and cease using food service within 48 hours or less. Charges will be determined by the last day of residence, the return of

residence hall keys, and/or check out of the residence hall. This date may be later than the last date of class attendance for those students who withdraw from the University.

Refund Schedule for Traditional Students Withdrawing from the University or University Housing

- 100% refund before the start of the sixth business day of the term
- 75% refund before the start 11th business day of the term
- 50% refund before the start of the 16th business day of the term
- 25% refund before the start of the 21st business day of the term
- 0% refund on or after the 21st business day of the term

If the University should be forced to shut down a residence hall and/or dining services due to fire, pandemic concerns or other means, the University will place a refund on residents' accounts.

Housing Refund Schedule for Residents when the University closes the Residence Halls The University's goal is to have the residence halls remain open even if classes are moved to a fully online format. There are 15 weeks in each semester. Should the University have to close a residence hall and students must move out, refunds will be placed on accounts based on the week it is in the semester. No additional refunds for partial weeks will be given.

Dining Refund Schedule for Residents when the University closes the Residence Halls Dining refunds will be based on the meal plan and the amount that should be used based on the amount a student should use each week. If less than this amount is left, no refunds will be given. If more is left, there will be a refund given to equal this amount.

6. Personal preference and/or economic status are not criteria for modifying this agreement. These issues are addressed through the Student Policies Committee, the Dean of Students Office and the Financial Aid office. The resident remains bound by this agreement for charges until a modification has been approved in writing by Residence Life.

7. A Room or Apartment Condition Report is to be completed by the resident and approved by the RA within the first 48 hours of occupancy. Failure to complete the condition report relinquishes a resident's ability to appeal any damage or cleaning charges at check-out. The Report is used in "checking out" a resident at the end of occupancy under the direction of the Residence Life staff. Damage to the room, apartment, or its equipment subsequent to moving out will be charged to the room occupant(s). Residents are also responsible for following the check-out procedures provided by Residence Life. This includes cleaning the room/apartment, removing all trash and signing condition report. Failure to do so will result in fines. Any abandoned items will be disposed of and the resident may be charged a disposal fee. Final damage and cleaning fines will be made by the Residence Life professional staff.

8. Card access is available on the first day of occupancy. Residents who lose or have their University ID stolen must report the loss to Card Services and/or Security within 48 hours. Failure to report lost or stolen University ID may result in disciplinary action.

Possession of unauthorized card access and/or the sharing of University ID and card access is forbidden and will result in disciplinary action.

Residents are to carry their Student ID with them at all times.

Residents who lock themselves out of their room must contact their RA or Security. Excessive Lock-outs (several lockouts within a one week period) will result in a \$10 charge to your student account and may

result in additional disciplinary sanctions and/or fines.

All residents must download Open Path to a smart device for access to the residence halls. Students should not give access to any person into any building, hallway, stairwell or elevator using Open Path.

9. Residence Halls are reserved for full-time CSP traditional undergraduate students. Exceptions must be approved by the Dean of Students.

10. The resident agrees to meet the deadline for payment of all fees due the University as specified in the Academic Catalog and/or on billings. Failure to do so may result in the loss of on-campus housing.

11. The resident agrees to abide by all University policies, rules and regulations as outlined in the Student Policies Handbook and Academic Catalog. Residential students should specifically note that:

a. smoking (tobacco, narcotics, and synthetics, vaporizers, e-cigarettes) is not allowed in any residence hall. This applies to all interior space including rooms, lounges, corridors, and stairwells;

b. alcohol, narcotics, and controlled substances are prohibited. Alcohol is permitted in Holst Hall on a privilege basis. Empty alcohol containers are not allowed in any residence hall, even when used for decorations. See the Student Policies Handbook for more information and the full Alcohol Policy.

c. possession of firearms or other weapons* explosives, fireworks or dangerous chemicals on University premises is prohibited.

*Weapons include, but are not limited to lasers, stun guns, pellet guns, airsoft guns, and/or any knife (other than an ordinary pocket knife carried in a closed position, with a blade of three inches or less or cutlery of a reasonable size, when used in a kitchen or other food preparation).

12. Guests of the opposite gender may be invited into residence hall rooms only within established visitation hours for that hall.

- Visitation hours for Luther and Wollaeger Halls and Hyatt Village are 10 a.m. to 12 midnight Sunday-Thursday and 10a.m. 1a.m. Friday-Saturday.
- Holst Hall does not have set visitation hours; however, guests of the opposite gender are not allowed to spend the night.
- The following locations are 24-hour lounges: Luther Lounge near the main 2nd floor entry, Wollaeger 2nd and 3rd floor main lounges, Hyatt B11, Hyatt pod lounges, and the Holst Hall lobby areas. Guests are not to use bathrooms designated for the opposite gender and must only use appropriately designated guest bathrooms.

13. In Luther and Wollaeger Halls and Hyatt Village in-room resident use of sound systems, televisions, coffee pots, small refrigerators (4 cu. ft. or less) and the like is permitted. The use of refrigerators larger than 4 cu. ft., electric heaters, microwave ovens, toaster ovens, hot plates, grilling machines, window air conditioning units and the like are not permitted. The University provides microwave ovens for student use.

Holst Hall apartments are furnished with a stove, microwave oven and refrigerator. Cooking is permitted in the kitchen area and cooking appliances such as toasters may be used in the kitchens. Students responsible for activation of fire safety systems due to negligent cooking and/or negligent use of kitchen appliances will be subject to judicial consequences including monetary fires to cover damages. Personal refrigerators, electric heaters and hot plates are not permitted in Holst Hall.

All appliances should be turned off or unplugged when not in use.

14. The University provides each resident with a bed, mattress, desk, desk chair, closet and dresser space, and the room with window coverings. In addition, Holst Hall apartments are provided with living room furniture, dining table and chairs. Furnishings are not to be removed from the room or apartment in any residence hall. Personal beds are not permitted in the residence halls unless it is an approved accommodation through Student Accessibility Services.

All Residence Halls are provided with washers and dryers at no additional cost.

15. The resident will furnish all bed linens (extra-long twin), personal towels, blankets, and pillows. The resident is responsible for cleaning their room, providing their own cleaning supplies including garbage bags, vacuums, disinfectant, etc.

16. The resident agrees to keep the room clean and tastefully decorated. Equipment and furnishings must be kept in good repair. Students should clean up after themselves in the common areas of the building.

Garbage and refuse must be promptly taken by the resident to the proper receptacle designated for that purpose. Leaving garbage in the hallway or other common areas may result in an individual or collective fine or other sanctions. Personal trash and recycling should be taken outside to the appropriate receptacle.

No painting or wall repair is to be done. Tape and/or nails should not be used to hang pictures.

Decorations and other items may not be hung from the ceiling, grids or sprinkler heads. For safety and security purposes, decorations, signs and other items that may block views may not be placed in or hung from windows. No political signs may face a polling location. Rope lights are not allowed in any residence halls.

17. The resident may not keep or bring pets other than fish anywhere in the residence hall. Aquariums may be no larger than 10 gallons. Modifications to this policy for individuals requiring the use of a service or emotional support animal will be considered on a case-by-case basis. Please contact Student Accessibility Services.

18. Room changes cannot take place without the prior approval of the Residence Life professional staff. Changes made without the proper authorization will result in disciplinary action and those involved may be required to move back to their assigned room.

19. The resident must take part in all fire drills and severe weather drills and must not tamper with or disable any fire safety equipment. Such equipment includes but is not limited to smoke detectors, carbon monoxide detectors, fire extinguishers, exit signs, door closers and sprinkling systems. Tampering with or disabling fire equipment will result in judicial sanction.

20. The resident is expected to attend routine and special meetings called by the RA and is encouraged to take part in the social, recreational, and devotional activities arranged for members of the community.

21. If a student is hospitalized for any reason (illness, surgery, mental health, injury, etc) a release to come back to campus and class is requested from the doctor. It is the student's responsibility to turn in the form to Student Accessibility Services within 2 business days.

22. All residents are expected to check-out following the guidance given by Residence Life staff when moving out of their residence hall. All personal belongings should be out of the room and the room should be clean. Failure to follow check-out guidelines will result in an improper check-out fine of \$50 and forfeits the ability to appeal any additional charges. Any personal belongings left in the room will be disposed of and the resident may be charged a disposal fee. Residents will also be charged a cleaning fee if the room is not clean. Damages that cannot be assessed to one person will be split amongst all roommates.

23. Screens and glass inserts are not to be removed from windows.

24. The University lounge and common area furniture are for the use of all residents. Residents may not move furniture from a lounge area to their room or to other areas in the building or on campus.

25. Residents are responsible for their guests and their actions. Guests are to be escorted by a host resident at all times. Guests should not be left unattended. A guest is any person not assigned to live in the room, apartment or building. Roommate(s) must agree with the guest being in the room.

In accordance with St. Paul fire code, the total number of people allowed in each residence hall room:

Hyatt Village – 6 (double/triple)

Luther Hall – 6 (double/triple)

Wollaeger Hall – 6 (double/triple)

Holst Hall – 12 (4-bedroom); 6 (2-bedroom); 3 (studio)

26. Opposite gender guests are not permitted to stay overnight in the residence halls. The resident is to inform the RA if he/she intends to host a guest. Not more than two guests may stay up to three consecutive nights, or a total of 10 days per semester. Roommate(s) must approve of the guest staying over prior to guest arrival.

27. Appropriate dress is to be worn at all times in residence halls common areas. These areas include lounges, stairwells, entryways, laundry rooms, etc. Inappropriate dress is such that the attire could be considered provocative or would make others uncomfortable in your presence.

28. Guests are not permitted to use the shower in the bathroom of any room, suite, apartment, or building occupied by students of the opposite gender.

29. In case of prolonged absence from the residence hall, with approval in advance from the Residence Life Professional Staff, a prorated weekly charge may be assessed, and appropriate credit authorized. The amount of credit is determined by a Residence Life Professional Staff Member.

30. Unusual furnishings and modifications to the room must be approved by the Residence Life Office. The University reserves the right to make the final determination regarding whether or not such modifications are appropriate, and if determined inappropriate, the resident will be required to remove such furnishings and modifications. No part of the building other than the floor may be used for structural support of a loft.

31. Entry and Search of Rooms

The University recognizes residents' desire for privacy, particularly in the context of their living situation, and will do all it can to protect and guarantee their privacy. However, the University's designated staff member reserves the right to enter a resident's room at any time for the following purposes:

- a. To determine compliance with all relevant health and safety regulations (e.g. fire alarms, lockdowns, health and safety checks, etc.),
- b. To provide cleaning and/or pest control,
- c. To conduct an inventory of or search for missing University property,
- d. To silence unattended loud alarms and music,
- e. Where there is an indication of danger to life, health, and/or property,
- f. Where there is a reasonable suspicion to believe that a violation of University policies is occurring,
- g. To perform maintenance work. For most maintenance concerns, prior notice will be given whenever possible. Residents requesting a work order for a maintenance concern is not given prior notice for when the work will be conducted.

A room search by a designated staff member is possible. For such a search to take place, the conditions for room entry must exist, and permission from the Residence Life Professional Staff or a designee must be obtained. Items that violate university or housing regulations may be confiscated. A room search by law enforcement officials must be accomplished through the use of a valid search warrant, or the student may sign a release (or give verbal permission) to allow the room to be searched by law enforcement.

Failure to admit authorized individuals investigating probable violations in a timely manner obstructs the University's attempt to provide an orderly, safe living environment and is considered a serious breach of this agreement.

32. The University accepts no responsibility for personal items which may be lost, stolen, or damaged (including normal wear and tear). The University urges the resident to arrange for adequate insurance of personal property.

33. The University holds residents responsible for University property entrusted to their individual and collective care. Residents will be charged, individually when identifiable, or collectively in the alternative, for excessive cleaning, replacement or repair of University property lost, stolen, or damaged.
34. While every effort will be made to grant student preferences for roommate, hall, and room choices, the University reserves the right to make the final determinations. The University reserves the right to reassign if deemed necessary or desirable.

35. If space is available, Luther and Wollaeger Halls and Hyatt Village residents may request a single room. Additional charges will apply.

There are a limited number of studio and two-bedroom apartments available in Holst Hall. An additional charge is assessed per semester to those whose request is granted. Interested residents should request the room at the time of application. Residents who request but are not assigned a studio or two-bedroom apartment may be placed on a waiting list.

36. If one resident vacates a room, the remaining resident agrees to accept another roommate, or to move to another room, if requested. The resident may request to remain in his or her room without a roommate by paying the additional charge for a single room.

37. Factors of race, color, or national origin will not be considered in making hall, room, or roommate assignments.

38. Requests for specifically named roommates must be reciprocal and received before the room assignment has been made.

39. Violation of any University policy or regulation, or any conduct deemed to be such as to require removal (e.g. danger to self or others) of the resident from the residence hall, shall be grounds for the termination of this agreement and could also lead to disciplinary action, including the loss of rights and privileges (e.g., visitation rights), disciplinary probation, and/or the loss of the privilege of living in University housing.

40. Residence halls are for residential purposes only. Residents may not conduct business or other activities inconsistent with this purpose.

- Students should not use their CSP email address or residence hall apartment information for conducting business. CSP should in no way be mentioned with the business.

- Students may not sublet their residence hall room/apartment.

- Students should not host or conduct meetings, gatherings, or other means of selling products out of a residence hall room/apartment/lounges.

- Students should only store items in their room as long as they have the OK of their roommate(s) and the product does not take up a large portion of the common area(s) in the room/apartment. - If students wish to host or conduct meetings, gatherings, or other means of selling products they should request the reservation of a room on campus using the FER application on CSP Connect.

41. For fire safety reasons halogen lamps, candles and incense are not permitted.

42. In accordance with St. Paul city ordinance, any adapter or power strip used must be both UL approved and surge protected. Connecting power strips together is prohibited. Only one adapter may be plugged in per outlet.

43. The University provides online streaming and wireless internet to residents.

44. 'Sports' (including but not limited to throwing Frisbee, football, kicking soccer ball, playing hockey, riding bike, skateboarding, using drones, hoverboards, one-wheels, etc.) may not be played or used inside a residence hall (rooms, stairways, hallways, lounges, etc.). In addition, it is against University policy to store hoverboards on campus.

45. Student storage space is not available in the residence halls or on campus.

46. The resident is not to permit anyone into the residence hall unless that person is his/her guest.

47. Residents are not allowed to prop open entry or wing doors. Students may choose to prop their residence hall room door but should not leave it unattended. Students may not do any modifications to doors to permit them from latching shut when closed.

48. The use of live or resin-bearing Christmas trees or wreaths is not permitted in the residence halls. Christmas/holiday lights may only be used from November 1st until the halls close for Christmas break, may not be strung over ceiling grids or hung from the ceiling, and must be turned off when unattended.

Decorations may not cover exit or emergency signs, or fire extinguishers. All Christmas decorations must be taken down before the Christmas break. No other holiday or decorative (ropes, strands, etc.) lights may be used at other times throughout the year.

49. Quiet hours for all halls are Sunday –Thursday 10 p.m. – 9 a.m. and Friday-Saturday 12 midnight – 10 a.m.

During these hours music, voices, etc are to be contained within the room or apartment. Courtesy hours are always in place and noise levels need to be kept at a reasonable level.

50. Bicycles may only be stored in student rooms or on provided racks. Bicycles may not be left in common areas or chained to stairwells, light poles and the like.

51. Ceilings may not be tampered with. Residents may not hang anything from ceilings in any Residence Hall. Drop ceiling tiles should not be touched or moved for any reason.

52. Hookahs and vapes are not permitted in the Residence Halls. No smoking of any kind is allowed in the Residence Halls. See the University Smoking Policy for more information.

53. For information about Concordia's food service contract please check the Dining Services website for up-to-date schedules and options. Luther, Wollaeger and Hyatt residents are required to have the full meal plan. Holst residents can choose to opt out, have the Holst meal plan, or upgrade to the full meal plan. Meal plan flex points are not refunded and do not carry over from semester to semester. Students with food allergies and/or dietary restrictions should meet with work with Student Accessibility Services and Sodexo staff.

54. Residence Life will abide by all federal, state, local and university guidance for health and safety concerns. Residence Life has the right to place additional restrictions throughout the year as needed to follow said guidance.

ALCOHOL IN RESIDENCE HALLS

Each member of the University community must make a personal decision whether or not to drink alcohol. The choice not to drink is an entirely acceptable one. The choice to drink carries with it the obligation to drink responsibly. The University has clear guidelines and definitions for students regarding alcohol consumption. In Holst Hall, the privileges to drink are clearly defined by the state and federal laws regarding the consumption of alcohol and the University's alcohol policies. Luther Hall, Wollaeger Hall, and Hyatt Village are "dry" halls, meaning no alcohol is allowed in the hall despite the age of the resident. Residents of Holst Hall may have alcohol in their rooms on a privilege basis. Any Concordia student 21 years of age or older may drink in Holst Hall, however, s/he must follow Concordia's Alcohol Policy and fill out the application and be approved for alcohol privileges.

Concordia University complies with the laws of the State of Minnesota. Important parts are those summarized below:

- No person may sell, furnish, or give any alcoholic beverage to a person under the age of 21, and no person under the age of 21 may purchase alcoholic beverages. (Reference: Minnesota Alcoholic Beverage Control Act, Section 25658)
- It is unlawful for a person under the age of 21 to possess alcoholic beverages on any street or highway or in any public place or in any place open to public view. (Reference: Minnesota Alcoholic Beverage Control Act, Section 25662)

The University further specifies:

- a. Eligible Act All residents and their guests must be 21 years of age to possess, transport, store, or consume alcohol. Storage of alcohol in a room where a minor resides is prohibited. 1. Students wishing to receive alcohol privileges must successfully complete a quiz on CSP's alcohol policy.
 2. Students must reapply for privileges each academic year.
- **b. Eligible Use in "Wet" Rooms Only** Students who make the choice to consume alcohol and wish to do so on-campus must adhere to the following guidelines:
 - 1. Only persons 21 years of age or older are allowed to consume alcoholic beverages on campus.
 - 2. Students must have privileges prior to possessing or consuming alcohol in their room. Approved applicants information is kept in a shared document between Residence Life, Security, and Judicial Affairs. Drinking privileges must be renewed yearly. Those who possess, store or consume alcohol before their drinking privileges have been approved or renewed will be in violation of policy.
 - **3.** Those with drinking privileges may consume alcohol in "wet" rooms only. A "wet" room is defined as any room in which all residents of that apartment are of legal drinking age and have received on-campus alcohol privileges. Any Concordia student in the room must also have alcohol privileges. All those present must adhere to policies governing noise and other common courtesies. The apartment door must be closed and alcohol must be consumed in a manner that does not disturb surrounding residents' rooms. Alcohol consumption is not permitted in any public areas within the University. Alcohol is not allowed in Luther Hall, Wollaeger Hall, or Hyatt Village despite the age of the residents.
 - **4.** All individuals in a "wet" room must have a University ID if a Concordia student and a valid, state-issued ID if not a student.
- **c. Open Containers** No one, regardless of age, may have an open container of alcohol (e.g. can, cup, bottle) in a public area (including grounds, parking lots, hallways, lounges, fitness room, mail room, etc) at any time.
- **d. Common Sources of Alcohol** Kegs (including those which are empty or untapped), party balls, bulk sources of alcohol, or any item used to facilitate the rapid consumption or distribution of alcohol is not permitted. Alcohol may not be manufactured or produced.
- e. Personal and Guest Behavior Obvious intoxication is not appropriate in the University community. The consumption of an intoxicating beverage is not considered an excuse for irresponsible behavior. Individual residents are responsible for their own actions as well as the actions of their guest(s).
- f. Irresponsible Drinking and Excessive Use Irresponsible drinking on or off campus, especially when it directly affects the individual and members of the Concordia University community, will not be tolerated. Those of legal drinking age are reminded to act responsibly when drinking. Individuals should not "protect" severely intoxicated individuals from coming to the attention of University staff or emergency personnel. A person or group who fails to seek assistance for an individual suffering from severe intoxication may be subject to judicial action.
- **g.** Providing Alcohol to Minors Providing alcohol to minors is a serious breach of state law and University policy. Students who are found to have provided alcohol to minors, including hosting alcohol parties with or for underage individuals, will face disciplinary sanctions.
- **h. Alcohol Confiscation** –Security may confiscate the alcohol containers if the possession of alcoholic beverages is in violation of state law and/or University policy.
- **i. Safety** The inability to exercise care for one's own safety or the safety of others due in whole or part to alcohol consumption is considered a violation of policy.
- **j. Collections/Displays** Alcohol container collections and/or displays (empty or unopened) are not permitted.

ALCOHOL AND OTHER DRUG POLICIES IN RESIDENCE HALLS — LIABILITY AND ENFORCEMENT

A. The presence of alcohol or alcoholic beverage containers in a room may subject all persons in the room as well as residents of the room to disciplinary consequences.

- B. People under the influence of alcohol and/or drugs will be held responsible for their actions.
 - Concordia University complies with all alcohol and drug laws and regulations.
 - Concordia University has a zero-tolerance drug policy.
 - Any drug paraphernalia found will be confiscated by Security staff at scene.
 - All prescription medication needs to be in a prescription bottle with a label reflecting the owner's name.
 - A room search may be conducted if there is reasonable suspicion of drug possession or paraphernalia.

C. Violators are to be brought to the attention of the Judicial Advisor (if in the residence halls, by the RA's or security staff).

- D. If there are damages, restitution must be made.
- E. Violations shall be reviewed by the Judicial Affairs/Student Conduct.
- F. Parents of dependent students may be contacted as a result of the student's breach of alcohol policies.
- G. RAs can and are willing to provide information and resources regarding the impact of using either legal chemicals or controlled substances.

BREAK PERIODS

The schedule of the opening and closing dates for the residence halls and the start and stop dates for food service are published annually. Luther and Wollaeger Halls close for winter break. During the time the halls are closed, card access for residents is de-activated and residents will not be able to enter the hall. Residents of Holst Hall and Hyatt Village are permitted to stay in their rooms/apartments at no additional cost. These residents must sign-up for break housing.

Residents who wish to stay on campus for part or all of a break period when the halls are open must register their intent to stay with the Residence Life staff.

EARLY RETURN OR ARRIVAL

Students are not permitted to move into campus housing earlier than the dates and times published in the housing agreement and assignment letters for new and returning students. Access to rooms is restricted at certain times and students are not to be in any building where they are not authorized.

Residence Life does permit some students to move to campus early at no charge if there is a University related purpose for needing to do so. All students requesting early arrival access must complete the early arrival form no less than seven business days prior to the requested date of arrival.

SALES AND SOLICITATION

Entrance to residence halls is restricted to residents and their guests. Solicitation in University housing is forbidden, unless approved by the Dean of Students.

MISSING STUDENT POLICY

The purpose of this policy is to establish procedures for the University's response to reports of a missing student, as required by the Higher Education Opportunity Act of 2008. This policy applies to students who reside in University operated residence halls, apartment building and houses.

For purposes of this policy it is important to define *"missing student"*. A student may be considered to be a *"missing student"* if the person's absence is contrary to his/her usual pattern of behavior and unusual circumstances may have caused the absence. Such circumstances could include a reasonable/reliable report or suspicion that the missing student may be endangered. Examples include, but are not limited to, possible victim of foul play, expression of suicidal thoughts, alcohol or other drug abuse, a life threatening

situation, or recent contact with persons who may endanger the student's welfare.

A. Procedures for designation of emergency contact information

1. Students age 18 and above and emancipated minors.

Residential students will be given the opportunity upon check-in to a University operated residence hall/apartment/house, to designate an individual or individuals to be the emergency contact for the student. In addition, all students are required to update their emergency contact information each semester. The most current emergency contact will be used. This emergency contact will be contacted by the University no more than 24 hours after the time that the student is determined to be missing in accordance with the procedures set forth below.

2. Students under the age of 18.

In the event a student who is not emancipated is determined to be missing pursuant to the procedures set forth below, the University is required to notify a custodial parent or guardian no more than 24 hours after the student is determined to be missing in accordance with the procedures set forth below.

B. Official notification procedures for missing students

1. Any individual who has information that a student may be missing must notify the Security Department as soon as possible. Note: In order to avoid jurisdictional conflicts when an off-campus and/or commuter student is believed to be missing, the Security Department will immediately notify local law enforcement authorities. The Security Department will assist external authorities with these investigations as requested.

2. The Security Department will work with campus offices, the reporting person(s) and the student's acquaintances to gather all essential information about the student (i.e. description, clothes last worn, where student might be, who student might be with, vehicle description, information about the student's physical and mental well-being, an up-to-date photograph, class schedule, etc.). Appropriate campus staff will be notified to aid in the search for the student.

3. If the above actions are unsuccessful in locating the student or it is apparent immediately that the student may be endangered (e.g., witnessed abduction), the Security Department will contact the appropriate local law enforcement agency to report the student as a missing person and the local law enforcement agency will take charge of the investigation.

4. No later than 24 hours after determining that a student is missing, the Dean of Students, or designee, will notify the emergency contact (for students 18 and over) or the parent/guardian (for students under the age of 18) that the student is believed to be missing.

5. For missing students who are 18 years of age or older, and did not designate an individual to be contacted, the Dean of Students will act in accordance with FERPA and Minnesota Government Data Privacy guidelines with regard to contacting a parent/guardian.

C. Campus communications about missing students

In cases involving missing persons, law enforcement personnel are trained to provide information to the media in a manner designed to elicit public assistance in the search for a missing person. Therefore, all communications regarding missing students will be handled by outside law enforcement authorities, who may consult with the University Office. All inquiries to the University regarding missing students, or information provided to any individual at the University about a missing student, shall be referred to the Media Relations Office, who shall refer such inquiries and information to law enforcement authorities. Prior to providing the University community with any information about a missing student, the University

Crisis Response Team will strive to ensure that communications comply with FERPA and Minnesota Government Data Privacy guidelines and do not hinder the investigation.

RESIDENT RIGHTS AND RESPONSIBILITIES

Concordia seeks to prepare students for thoughtful and informed living. It proposes to provide integrated learning experiences in which the student shares with the faculty and staff the responsibility for the student's own intellectual, social, emotional and spiritual growth. To help achieve this, the student has certain rights and responsibilities. Among these are:

| Rights: | Responsibilities: |
|---|---|
| The right of residence students to read, study, or sleep free from undue interference in and around one's room. | The responsibility to control noise and distractions that inhibit the exercise of study or sleep by another person. |
| The right to recreation in or around the residence hall. | The responsibility to modify recreation so that it does not interfere with the rights of others or cause damage. |
| The right to personal privacy. | The responsibility on the part of the University to maintain such an environment and for students to assist in this effort. |
| The right to a physical environment that is clean, healthy, safe and orderly. | The responsibility for the University to maintain such an environment and for students to assist in this effort. |
| The right to recourse according to prescribed judicial procedures against anyone who infringes on one's rights or property. | The responsibility to conduct oneself in a manner that does not infringe on the rights of others and to initiate action should the circumstances warrant. |
| The right to participate in the process of self governance. | The responsibility to be active in the process to insure the voicing of one's opinions and ideas. |