The College of St. Scholastica
Housing and Food Service Contract Regulations
2014-2015

PREFACE: The Office of Residential Life works towards providing adequate facilities, trained staff, and programs that support student and institutional goals. Specifically, the residential life program strives to develop an environment that is sensitive to the rights and values of others, promote an atmosphere of personal responsibility and accountability on the part of every student for their actions, provide opportunities for personal growth and development, and integrate the Benedictine values in the lives of our residents. In order to operate the residence hall and dining services at the lowest possible rate for our students, The College of St. Scholastica must provide these services on an agreement basis for the full academic year (or for the spring semester for students entering that term) as defined by the College’s academic calendar.

INTRODUCTION: This document and the College Student Handbook will constitute The College of St. Scholastica Housing Contract. The College Student Handbook is made available to all students online through the St. Scholastica website. This agreement becomes legally binding by both parties when a Housing Contract Agreement form and Housing deposit are recorded by The Office of Residential Life. All start and end dates are based off the College’s 2014-2015 Academic Calendar.

A. CONTRACT TERM:
This Contract, unless otherwise stated, is for the ENTIRE ACADEMIC YEAR, which consists of both fall and spring terms while class is in session. If the Contract is entered after the beginning of the academic year, it is for the remainder of that academic year. If a student fails to occupy space by 5 p.m. on the third day of classes, or removes all of his/her belongings during the course of the academic year, the assignment will be considered abandoned and may be reassigned to another student. Failing to occupy the space or abandoning a space does not release the student from the agreement or from financial obligation for a space.

B. ELIGIBILITY:
A student must be enrolled at The College of St. Scholastica or have prior approval from the assistant dean of students for campus life to reside in The College of St. Scholastica campus housing.

C. RATES:
The College establishes the room, board, and apartment rates. Notice of the rates will be given as soon as they are determined. Rates are subject to change each year. Payment is due at the beginning of each term, payable through the OneStop Student Services.

D. TWO YEAR RESIDENCY REQUIREMENT:
St. Scholastica, a Catholic, Benedictine, residential, liberal arts College, strives to provide a well-rounded experience for its students. The College believes a community living component during a student’s first and second year of school supports this experience. As a result, The College of St. Scholastica has instituted a Two Year Residency Requirement that requires high school graduates from the spring of ’13 and spring of ’14 to live on campus.

1. EXEMPTION TO THE RESIDENCY REQUIREMENT:
Students must meet the following criteria and receive permission from the assistant dean of students for campus life in order to be released from the Two Year Residency Requirement: Discontinuing from CSS, Studying Abroad, Documented Medical Reasons, Graduation, Dismissal, Internship/Student Teaching, Marriage, Living at the Residence of a Parent.

E. COMMITMENT TO INCLUSIVITY/EQUAL OPPORTUNITY:
The College sees roommate placement as an opportunity to learn about another’s culture and the importance of working and living in a diverse world. The College of St. Scholastica does not discriminate on the basis of race, color, creed, religion, national origin, sex, sexual orientation, disability, age, or marital status, status regarding public assistance, or local commission status when doing placement.

F. COLLEGE AGREES:
The College agrees to provide semi-furnished housing facilities and food services as described in this Contract and as described in the College Student Handbook.

G. RESIDENT AGREES:
The Resident agrees to make payment of all housing and board fees when due. Observe all rules and regulations of The College of St. Scholastica and The Office of Residential Life which by reference are a part of this Contract, including anything that may be adopted and published by the College during the term of the Contract. The Resident also agrees to honor the terms and conditions stated in this contract.

H. HOUSING DEPOSIT:
The housing deposit is $150 for students entering housing during either fall 2014 or spring 2015. This fee is included in your College application fee. This fee also serves as a damage deposit after the start of the Contract term. Unpaid room damages, fines, and other fees can be assessed against this fee and the student’s account. The housing deposit is refundable to students not returning to campus housing at the time of their contract completion provided the Resident complies with all check-out procedures and cancellation deadlines.

I. PERIOD OF OCCUPANCY:
Somers Hall and the College apartments open at 10 a.m. on the day preceding the start of each term or the date the Resident is required to be on campus by the College. Residents are required to leave by 10 a.m. the day after the last scheduled final exam of each term. Graduates have until 10 a.m. the day after graduation.

J. FURNISHINGS:
A Resident shall not move College furnishings out of their room or apartment. In addition, a Resident should not move College furniture into a room or apartment without authorization from The Office of Residential Life. Failure to comply with this rule may result in a fine.

K. UTILITIES:
Residents living on campus are responsible for their long-distance telephone calls.

L. FOOD SERVICE:
Residents living in Somers Hall are required to participate in the meal program. Credit is not given for meals missed. The meal program is not transferable. Food Service is not open during College vacation breaks.

Updated 10/24/2014
At the beginning of each new term, meals begin with dinner the evening before the start of classes. The last meal served before College breaks will be lunch on the last day of classes.

M. RESIDENT CONDUCT:
Residents are expected to maintain conduct that supports the educational mission and Catholic/Benedictine tradition of the College. Respect and consideration for the rights of others and their needs for study time and rest must receive priority over other needs. The Office of Residential Life is responsible for helping to create an atmosphere conducive to studying, socializing, and learning to live with other individuals. Each Resident is expected to respond appropriately to requests from staff and residents concerning behavior that does not honor this priority. Residents are also responsible for the conduct of their guests.

N. DISCIPLINE:
Residents are expected to carefully read the College Student Handbook. Residents will be held fully responsible for the contents of the handbook and for all the rules and regulations contained therein. Possible sanctions, which may be applied in discipline hearings, are Residential Life probation, restitution for damages, education experience, fines, and/or termination of the Housing Contract.

Certain violations of conduct can lead to immediate Contract termination and possible dismissal from the College.

If the incident warrants, the civil authorities will also be notified. These incidents include but are not limited to:
1. Theft of personal or college property.
2. Disorderly, unethical, vicious, or immoral conduct in or near College housing facilities.
3. The handling or use of fire fighting equipment, except in the case of fire.
4. Tampering with any elevator.
5. Misuse, abuse, and/or destruction of College-owned property.
6. Possession or use of firearms, rockets, fireworks, ammunition, explosives of any type, or inflammables in or near College housing facilities.
7. Possession and/or use of illicit drugs and narcotics without a medical prescription.
8. Unauthorized entry to a room or possession of a pass key.

O. FACILITY MAINTENANCE/ROOM CONDITION:
All efforts are made to repair and maintain College housing facilities at optimum levels. The College understands that normal wear and tear will occur and the College will assume the cost of that maintenance. Should the Resident or guests be responsible for damages, a damage charge will be levied. Disciplinary action may also be taken.

P. CHECK-IN/CHECK-OUT PROCEDURES:
At the beginning of the Contract term, the Resident and a Residential Life staff person will inspect the premises. Care should be taken to review and record any existing damage or needed repairs not noted on the Room Condition form.

Upon termination of this contract, each Resident is personally responsible for checking out with a Residential Life staff member. The Resident and a staff member will inspect the premises and note any changes and/or damage(s). The Resident will acknowledge these changes on the Room Condition form by signing the form.

Residents may choose to waive their right to this type of check-out by completing an “Express Check-Out Form.”

Upon vacating the room/apartment the Resident agrees to remove all personal items and debris and to leave the room/apartment in a clean manner. The room will be re-inspected and a final determination as to the room/apartment condition and charges will be made at that time. The Resident(s) will be liable for any damage(s) and/or fine(s) that are not normal wear and tear.

A list of damage charges can be found in the Residential Resource Guide.

Q. ROOM ENTRY:
Authorized personnel of the College may enter the Resident’s room/apartment for reasons of health, fire, safety, general welfare, or to make necessary repairs to the room, room equipment, and furnishings owned by the College. Maintenance requests by Residents shall be considered permission to enter.

R. CONSOLIDATION:
The College reserves the right to change room or apartment assignments, assign roommates, or consolidate vacancies by requiring Residents to move from single occupancy of double rooms to double occupancy. If occupancy drops below the assigned number of spaces in a room/apartment at any time, consolidation of apartments may be required.

When a Resident receives approval from The Office of Residential Life to occupy a double room as a single room, they will be charged the “double as single room” rate. This option is only available to students when all student housing needs are met.

S. MANDATORY CANCELLATION:
The College reserves the right to cancel a student’s Housing Contract for financial, academic, discipline, or medical reasons. Students who are suspended from the residence halls for disciplinary reasons will not be entitled to a refund of room fees. The student is financially responsible for the stipulated period on the agreement.

T. ASSIGNMENTS, REFUND AND FORFEITURE POLICIES
1. FOR RETURNING STUDENTS:
   a) ASSIGNMENTS:
      Students currently residing in campus housing will receive a room/apartment assignment if their Contract is completed properly during the Housing Renewal Process week.

   b) REFUND/FORFEITURE:
      i) Contracts Submitted During Housing Renewal Process.
      Contracts submitted to The Office of Residential Life and placed during the housing renewal process are legally binding for the entire academic year. The only exception will be those applying for one-term placement.

      ii) Contracts and Deposits submitted after completion of Housing Renewal Week.
      Applicants will be entitled to a housing deposit refund if written notice is received by the Residential Life and Housing Department within 30 days from original contract acceptance date. This is on a space available basis only. No refund will be given after the start of the academic year.

Updated 10/24/2014
U. ASSIGNMENTS, REFUND AND FORFEITURE POLICIES (cont.)

2. FOR NEW STUDENTS:
   a) ASSIGNMENT:
      Students new to campus housing who return their Housing Contract and deposit on or before February 1 will receive priority for room assignments. After February 1, rooms will be assigned on a space-available basis. Students who have chosen someone whom they would prefer to room with can be paired with that person only if both students’ Housing Contracts are received by the February 1 deadline. Failure to honor requests will not void this Contract. Single-room requests will be honored as space permits. If contract is received after the February 1 deadline, roommate pairing is possible but not guaranteed. Residents assigned to extended housing will be offered a permanent assignment as soon as space permits.
      The student must have reached age 19 by September 1 of the year he or she is applying for housing to be considered for apartment placement.
   b) REFUND/FORFEITURE:
      i) Contracts and deposits submitted before or on May 1st.
         New students will be entitled to a Housing Deposit refund if a written notice of cancellation is received by the Residential Life and Housing Department prior to May 1 for the following fall term. The Contract will be cancelled and the housing deposit fee will be refunded.
      ii) Contracts and deposits submitted after May 1st.
         Applicant will be entitled to a Housing Deposit refund if written notice is received by the Residential Life and Housing Department within 30 days from original Contract acceptance. No refund will be given after the start of the academic year.

V. LEASE AGREEMENT:
When signing the Housing Contract you are entering into a lease agreement. This agreement states that the leaseholder, while maintaining current student status, will be held responsible for a room assignment for the entire academic year. Leaseholders will be allowed to honor their Housing Contract by subletting their room assignment to a student with a new Housing Contract only when said Contract is generated by the leaseholder. Information on subletting may be obtained through The Office of Residential Life. Leaseholders who wish to leave student housing for part of the lease period due to academic reasons (study abroad, internship or student teaching) will have the following options:

1. Subleasing.
2. Hold current space and remove/store furniture. The charge is the equivalent of four weeks’ rent.
3. Hold current space with furniture left in place. The charge is the equivalent of eight weeks’ rent.
4. Reserve the right to a space, and move furniture off campus. There is no charge for this option.

Students who withdraw from the institution during the academic year, or do not honor the conditions of this Contract will forfeit their housing deposit.

W. PETS:
Tropical fish are the only pets allowed in or around College housing units.

X. KEYS:
Each Resident is responsible for the key and/or ID issued to them by the College. In the event the Resident loses, misplaces, or destroys their key or ID, the College will assess a re-keying/replacement fee as specified in the College Student Handbook. Failure to sign for a key and occupy the room by 5 p.m. on the third day of classes can result in assignment of the room to another student.

Y. LIABILITY:
The College is not responsible for loss or damage of property belonging to the Resident, whether it is in the Resident’s room or common area storage facilities. The College encourages all Residents to carry appropriate personal property insurance. Residents are encouraged to lock their doors while out of their rooms or apartments. Any theft should be reported to the Security Department immediately.

Updated 10/24/2014