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 and Housing deposit are recorded by Residential Life. All start and end dates are based off the College’s 2015-2016 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. 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 be approved and enrolled in CLEAN Reside program to live in The College of St. Scholastica campus housing during the academic year. Non-students and guests may live on campus during times outside of the academic year.

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 same time tuition is due, 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 a Two Year Residency Requirement that requires high school graduates from the spring of ‘14 and spring of ’15 to live on campus.

EXEMPTION TO THE RESIDENCY REQUIREMENT:
Students must meet the following criteria AND receive permission from the Director of Residential Life in order to be released from the Two Year Residency Requirement: Discontinuing/Withdrawing from CSS, Studying Abroad, Documented Medical Reasons, Graduation, Dismissal, Internship/Student Teaching, Marriage, Transitioning to complete online coursework, Living at the Permanent Residence of a Parent or Legal Guardian.

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.

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. Students must observe all rules and regulations of The College of St. Scholastica and 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 2015 or spring 2016. 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. Residential Life reserves the right to not refund housing deposits when contract terms are not completed in entirety.

I. PERIOD OF OCCUPANCY:
Somers Hall opens the Friday before Labor Day at 9:00 a.m. and the College apartments open at 9:00 a.m. on the Saturday prior to Labor Day for fall semester. All halls open the day prior to the start of classes in January. Residents are required to checkout no later than 24 hours after their last final. Graduates have until 10 a.m. the day after commencement. Students transitioning to summer housing will be contacted with moving dates/deadlines by Residential Life.

J. FURNISHINGS:
A Resident shall not move College furnishings out of their room or apartment. In addition, a Resident should not move College furniture from any public space to their room. Failure to comply may result in a conduct action or a fine/damage charge.

K. UTILITIES:
Residents living on campus are responsible for their long-distance telephone calls. Internet access and cable are included in costs.

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. Saints Dining has very limited service during College breaks.

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 dinner 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. 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.

DISCIPLINE:
Residents are expected to carefully read the Residential Life 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 conduct 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 conduct in or near College housing facilities.
3. The handling or use of fire fighting equipment, except in the case of fire, or failure to evacuate during an alarm.
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 key not belonging to you.

O. FACILITY MAINTENANCE/ROOM CONDITION:
All efforts are made to repair and maintain College housing facilities at appropriate 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 made. 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 or completing an express checkout. 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 resident completing an Express Checkout waives the right to appeal any charges made to their account.

A list of damage charges can be found in the Residential Life Student Handbook.

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. When possible, notification will be left stating a staff member has entered the room.

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. Students are required to abide by all direction for moving, dates/deadlines, and new assignments.

When a Resident receives approval from 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 whose contracts are cancelled will not be entitled to a refund of room fees. The student is financially responsible for the stipulated period on the agreement.

T. HOUSING DEPOSIT REFUNDS, CHARGES & CANCELLATIONS
Housing Deposit Refunds:
Housing deposit refunds will be returned in their entirety to students who, upon proper checkout of their room, have no damages or fines associated. Partial deposit refunds may take place to cover damages incurred and assessed by Residential Life staff upon checkout. See below for more information about refunds based on your individual circumstance.

Cancellation Charges:
The College of St. Scholastica and Residential Life treats the Housing Contract as a legally binding document, as well as a commitment to you living on campus for the entire academic year period (unless you’ve signed a semester-only contract). Thus, breaking this contract and agreement results in a loss for both the student and Residential Life both in your occupancy of the space as well as financial obligation.

All cancellations of housing contracts must be done in writing (either via postal mail or email

Updated 10/28/2014
Cancellations are not applied to students who are withdrawing or being dismissed from the institution (for academic reasons). All administration of cancellation charges (or lack thereof) are at the discretion of the Director of Residential Life.

IF A STUDENT IS CHOOSING NOT TO ATTEND CSS:

- by May 1st, a full refund of the housing deposit will occur and no cancellation charges will be applied.
- between May 1st and June 15th, the housing deposit will not be returned. No cancellation charges will be applied.
- between June 15th and July 15th, the housing deposit will not be returned and a $150 cancellation charge will be applied.
- between July 15th and the start of the academic year, the housing deposit will not be returned and a $300 cancellation charge will be applied. (Please note that tuition and room/board is due prior to the start of the academic year.)
- after the start of the academic year (thus considering it occupied), the housing deposit will not be returned and a $500 cancellation charge will be applied, and the student will be refunded only based on the prorated number of days the room was occupied.

IF A STUDENT IS WITHDRAWING/BEING ACADEMICALLY DISMISSED FROM CSS:

- the above charges apply
- if a student withdraws after the semester has begun, the student will not be charged a cancellation charge, but will not receive their housing deposit back. They will be refunded a prorated amount based on the number of days they occupied their space based on checkout/withdrawal date.

IF A STUDENT IS ELIGIBLE AND CANCELLING THEIR CONTRACT TO MOVE OFF CAMPUS:

- the above charges apply based on date
- if after the start of the academic year (thus considering it occupied), the housing deposit will not be returned, a $500 cancellation charge will be applied, the student will not be refunded any amount of the remaining semester charges, and the student will be responsible for charges for the remainder of the contract (current semester and future semester in contract).

There are certain circumstances in which students are eligible to move off campus (see D.). Residential Life reserves the right to charge cancellation fees to students for breaking academic year contracts, not return housing deposits (due to lack of fulfilling the residency requirement, contract, or damages), or not return housing charges as refunds.

U. PETS:
Tropical fish are the only pets allowed in or around College housing units. Any request for accommodation pets due disability or medical condition need to contact The Center for Equal Access to investigate the accommodation process.

V. 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 via the Campus Operator desk.