

MCKENDREE UNIVERSITY

HOUSING AND MEAL PLAN CONTRACT

Academic Year 2020-2021

This document and those referred to within it constitute the terms and conditions of the McKendree University Housing and Meal Plan Contract. It is a legal and binding agreement with McKendree University. Failure to read this agreement, the information provided on the Residence Life section of the McKendree University website, or other distributed materials do not excuse a student from complying with the terms, conditions, rules, policies, and procedures contained therein.

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1. Billing and Payments

All housing and meal plan charges are added to the student's McKendree student account. Financial arrangements must be completed through the Business Office before move-in, and students must adhere to all payment deadlines or plans established with/by the University.

Housing and Meal Plan Payments

The student is legally responsible for payment of the housing and meal plan rates established and published by McKendree University on the Residence Life website.

Housing and meal plan refunds will be prorated based on the Tuition Refund Schedule.

Relocations result in changes to housing and meal plans costs due to varying rates. Housing will be calculated on a per diem rate for room changes. Meal plans charges are based on weekly usage, meal plan charges and refunds due to relocation will be prorated based on the billing date that occurs after the students have checked out; that is to say that the student will be charged for a full week of meals, not a partial week.

Damages

Students will be billed (charges applied to the student's McKendree student account) for damages to their assigned space. Damages are often assessed by the Physical Plant; see Addendum 1 for a list of common charges. Students will be notified via their McKendree student email of any charges due to the University and will have 30 days from the date of notification to file an appeal.

Where two or more residents occupy the same space and responsibility for damage or loss in the space cannot be ascertained by the Office of Residence Life, the cost of damage or loss will be divided and assessed equally among all the residents of the space when the damage was noted. Liability charges from damages done in common areas may be prorated among all students on a floor or in a building unless the responsible party is identified.

Keys and IDs issued by the institution are the property of the University. Should the student lose or damage their key(s) or ID(s), they will be assessed a fee for replacement (see Addendum 1).

Appealing Charges

Appeals must be made in writing within 30 days of the sent date for charge notification emails. It is the responsibility of students themselves to appeal charges; charges cannot be discussed with guardians/parents due to FERPA regulations. Appeals may be sent via email or by mail and must include the following information: 1) name and student ID number; 2) building and room number; 3) damage, fine, or fee being appealed (amount and descriptions); 4) specific reasons why the student is appealing the charges; and 5) contact information where the Office of Residence Life can reach the student to discuss the appeal/charges.

For students appealing based on their belief that another individual is responsible for the damage, the Office of Residence Life must receive a letter from that individual taking responsibility for the damage before the charges will occur from the other students' accounts.

Indebtedness

All institutional fees, including those for housing and the meal plans, and all loans, fines, damage assessments, and other charges must be paid on time. If all financial obligations are not met on time,

administrative sanctions may be imposed. Sanctions may include the withholding of transcripts, grades, permission to register, degree and diploma, permission to attend class, and loss of current and/or future housing and meal plan privileges. Failure to make payment as prescribed does not relieve the student of accumulated housing fees while in housing.

In the event of any default, the student will be obligated to pay all collection costs and attorney fees incurred by the McKendree University in the collection of these charges.

2. Scope of the Contract

To provide reasonably priced student housing there must be a consistent occupancy level in our residential facilities. To that end:

1. All full-time (12+ credit hours) undergraduate students are required to live in University Housing.
2. University housing is not guaranteed for graduate students or part-time undergraduate students and is dependent on availability.
3. University housing is not offered for family units (e.g. spouses or dependents). Undergraduate students with family units should submit an [Application to Waive the Residency Requirement](#) if interested.

McKendree University Student Housing (housing) refers to all University-managed residential properties that are overseen by the Office of Residence Life, regardless of ownership. This currently includes: Baker Hall, Barnett Hall, Hunter Street Apartments, Triplex Apartments, McKendree West Apartments, Residence Hall East, Residence Hall West, the Suites, and Walton Hall, but could also include additional properties purchased or leased by the institution between the renewal dates of this contract.

Changes or exceptions may not be made in the terms and conditions of this contract without the agreement and written permission of the Director of Residence Life.

3. Duration of the Contract

This contract is for the entire 2020-2021 Academic Year and includes the Summer 2021 term.

1. Fall occupancy period will be from 8:00 am on August 21, 2020, to 12:00 noon on December 11, 2020.
2. Winter Break housing is available between the fall and spring semesters.
3. Spring occupancy periods will be from 8:00 am on January 8, 2021, to 12:00 noon on May 7, 2021.
4. Summer Break housing is available between the spring and the fall semester of the next academic year.

This contract will not be canceled unless the student falls outside of the scope of the contract or their request for an exemption (See Section 6) is approved. Any student who remains enrolled but 1) does not check-in or 2) leaves their housing assignment during the contract period without being released from this agreement will be charged the full rate for the housing area where they are assigned.

4. Occupancy Policies

Requirements to Receive an Assignment

Housing Deposit - An initial \$200 Housing Deposit is required to access the Housing Application (See New Student Deposit Policy from the Office of Admission) and before a housing assignment is released to a student. This Housing Deposit is a one-time, non-refundable fee and is in addition to regular housing costs.

Students who are found to have been assigned and granted housing without paying the Housing Deposit will be notified by the Office of Residence Life and will be given 30 days to pay the deposit. If the deposit is not paid in the 30-day time allotment, a hold will be placed on the student's account until the Housing Deposit is paid in full.

Medical History & Immunization Record - Receipt of Medical History & Immunization Record by the Office of Health Services is necessary. This record, required by the state of Illinois (77 Ill. Adm. Code 694), must be completed, signed by a physician, and submitted to the Office of Health Services before the student is permitted to attend classes or move into the residence halls.

Credit Hour Requirements - It is a requirement that all residents maintain a full-time academic load: 12+ for an undergraduate student and 9+ for a graduate student. This full-time registration status for the following semester must be done before the priority deadline (June 1 for fall; January 1 for spring). A student who is not registered full-time for classes by the priority deadline, OR who drop their classes after the priority deadline for the given semester, may be removed from their housing assignment. If the student re-registers at a later date, their previous housing assignment is not guaranteed to be available, and the student will be assigned on a rolling basis so long as all other requirements are met and space is available.

All students, regardless of their achieved credit hours, can reside in Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, the Suites, and Walton Hall. Students must have at least 30 credit hours of college-experience to reside in the Hunter Street Apartments, the Triplex apartments, and McKendree West Apartments.

Move-In Procedures

The student must claim their assignment before 5:00 PM on the first day of classes for any given semester. The student claims their room by checking in with a Residence Life staff member in person OR by notifying the Office of Residence Life that their arrival will be delayed. A student who does not claim their assigned room by 5:00 PM on the first day of classes will be considered a no-show.

If the student is still enrolled in classes full-time, their housing costs will not be removed. The student's housing assignment will be pulled. If the student desired to move onto campus after this time, their reassignment will be based on housing availability.

Early Arrivals - Students are not permitted to enter their housing assignment before their designated move-in dates, except when approved by the Office of Residence Life for the below-listed instances:

1. Students required to be on campus for athletics
2. Students required to be on campus for early start courses
3. Students required to be on campus for sanctioned University activities

Special circumstances should seek approval for early arrival for reasons other than those listed above must be approved by the Director or Assistant Director of Residence Life. Should a student move into their assignment before their designated move-in date, the student will be charged a daily early arrival, per diem rent rate.

Move-Out Procedures

The student agrees to follow procedures established for checking out of their room upon completion or cancellation of their contract. These procedures will be shared by the Office of Residence Life in multiple formats at the end of the semester.

Mid-Semester: Checkouts will receive an email with notification of the checkout procedures.

End of Semester: All students must remove their belongings from their rooms 12 Noon the day after Lebanon campus's final exams are completed for the semester.

Any belongings left behind after the required move out date can be disposed of by the university and the student(s) will be charged for their removal. Failure to check out as described will result in a \$75.00 improper check-out fee.

Extended Stay - Students are not permitted to remain in their housing assignment after their designated checkout date, except when approved by the Office of Residence Life for the below-listed instances:

1. Students required to be on campus for athletics
2. Students required to be on campus for late-running courses
3. Students required to be on campus for sanctioned University activities

Special circumstances should seek approval for early arrival for reasons other than those listed above must be approved by the Director or Assistant Director of Residence Life. Any student staying past the designated checkout date will incur a per diem fee for each day that the student has stayed in the assignment.

Occupancy During Break Periods

Thanksgiving and Spring Break - Students are not required to stay during these time periods, but may leave personal belongings in their rooms.

Winter Break - Students who wish to stay during the Winter Break must submit the electronic [Winter Stay Form](#) by the designated date to the Office of Residence Life and be approved to have access to their residential area during this time. The following rooms are approved reasons to stay for Winter Break:

1. International Students Status / Home is not in the continental United States
2. Athletic Team Requirement
3. Local Employment
4. Taking a class that requires the student to be on campus
5. Granted exception status by the Director or Assistant Director of Residence Life

All students registered for the incoming spring semester may leave personal belongings in their rooms during the Winter Break.

Summer Break - Students who wish to stay during the Summer Break must apply to stay in summer housing by submitting the [Summer Housing Form](#) by the designated date to the Office of Residence Life. Students approved to stay in summer housing must move in and out of their designated assignment by the pre-determined dates set by the Office of Residence Life.

5. Room Assignments

Types of Assignments

All assignments are multiple occupancy (two, four, or six residents per assignment) except in the following situations:

Medical-Single Occupancy – These assignments are made only at the discretion of the University, typically for students who, due to medical or other reasons, cannot or should not be assigned to a double occupancy space. Students who believe they require a single occupancy room for medical reasons should contact the Office of Disability Services for approval. Students are encouraged to complete this process before or during the time that they are registering for housing. A medical single assignment is only guaranteed if space is available at the time the student's request is approved. There is no additional fee for students approved for a Medical Single Occupancy assignment.

Buy-Out Single Occupancy – These assignments are permitted at the discretion of the University to students who request to buy-out the other half of their living space. Students may only buy-out one additional space in their assignment. The Buy-Out Single Occupancy fee is 50% of the original rate of the assignment. The University reserves the right to deny or rescind any student a Buy-Out Single Occupancy assignment based on housing availability or other factors.

If housing demand exceeds capacity, the University reserves the right to use a limited number of temporary room assignments on campus.

Determining Housing Assignments

All assignments are made without regard to race, sexual orientation, religion, or national origin, and the University rejects all requests for assignment changes based upon those reasons.

Incoming students (first-year and transfer) are assigned housing based on the following criteria: 1) date of received application, 2) indicated housing and roommate preferences, and 3) space availability.

Returning students are assigned housing during the Housing Renewal Process. An outline of this process will be provided to students by the Office of Residence Life. Returning students who fail to renew their housing will be automatically assigned by the Office of Residence Life after all other assignments have been made.

Students are not guaranteed a specific room, particular room type, residential area, learning community, themed housing unit, or roommate(s). However, the Office of Residence Life will do its best to honor student preferences.

A student may not sub-lease or rent their assigned room, nor may they permit another person to share or utilize their room assignment who is not assigned to the space.

Changes to Assignments

Students may obtain permission to change rooms or buildings during posted room change periods. The student agrees to have prior written approval from the Office of Residence Life before making a room change and to follow the room change procedures established and provided. Unauthorized moves will result in a \$75.00 fee.

The University reserves the right to modify room assignments: 1) for disciplinary reasons or unresolvable roommate incompatibility, 2) health or safety reasons, 3) to protect or repair University property, 4) to meet the needs of the University community, or 5) consolidation due to vacancy.

Vacancy Consolidation — The Office of Residence Life will address underoccupancy by presenting students with one or more of the following options: 1) move into another room with a chosen roommate or have a chosen roommate move in, 2) accept a new placement or a new roommate made by the Office of Residence Life, or 3) buy-out the other space to keep the room as a single, if the University permits. At the discretion of Residence Life, if a student refuses to accept a roommate as part of consolidation due to vacancy, then they may be retroactively charged the additional 50% “buy-out” fee for the entire time the room has had the vacancy.

Students assigned to the same housing assignment as Residence Life staff in Baker, Barnett, or Walton Halls may be subject to relocation to a new assignment as space becomes available.

6. Contract Cancellation

Cancellation by the Student

The only reasons that a housing contract can be canceled after published deadlines for the next academic year/semester are for the following University-approved reasons: studying abroad during the semester, transferring, withdrawing, or graduating.

In order to cancel the contract without penalty and receive a full refund, the student must notify the Office of Residence Life that one of the conditions above exists. The Office of Residence Life will verify the student’s reason with the appropriate University department. All other withdrawals will be given a partial refund as described in Section 1 under Housing and Meal Plan Payments.

Housing Waiver - Students wishing to live off-campus must submit an [Application to Waive the Residency Requirement](#) for consideration by the Office of Residence Life. To be eligible for a waiver, the student must, at the beginning of the term for which the application is being submitted, meet one of the following criteria:

1. Be 23 years old or older;
2. Be 21 years of age or older and hold senior class status (90+ credit hours);
3. Be married;
4. Have custodial care for a dependent;
5. Be a veteran with at least two years of active military service;
6. Commute from the permanent residence of a legal guardian that is within a 30-mile radius of the University;
7. Participate in any of the following that occurs outside a 30-mile radius: a full-time internship, a required clinical, an approved co-op, or student teaching

8. Experience a financial hardship typically only as of the result of a dramatic life change; or

Waiver applications and required documentation can be obtained from the [university website](#) and must be received by the Office of Residence Life on or before July 1 for the following Fall Semester or January 1 for the following Spring Semester.

The Office of Residence Life reserves the right to 1) deny eligible waivers if they are submitted after the deadlines listed and 2) approve ineligible waivers for other extenuating circumstances. Failure to cancel the contract on or before the last day of finals week of the fall semester will result in the student being assigned housing for the spring semester; the student will be charged accordingly. The student can appeal, as is outlined in the application, and the appeal will be reviewed by the Housing Waiver Committee. Students should not consider themselves released from this contract nor the Residency Requirement policy before receiving written approval via email from the Office of Residence Life.

Unacceptable Contract Cancellations:

Selecting “off-campus” on a student FAFSA file does not constitute a cancellation of the contract.

Failure to claim or occupy an assigned room does not constitute cancellation of the contract.

The signing of an additional contract off-campus does not constitute a cancellation of the University contract.

Any occurrence that prevents the University from rendering full performance under this contract, such as war, fire, flood, or other disasters, or strike or work stoppage, whether by the University or other employees, shall not be considered grounds for cancellation of this contract by the student.

Cancellation with No Refund - A student who vacates their housing assignment at any time during the academic year while remaining enrolled full-time will continue to be responsible for the payment of their housing assignment in addition to any damages caused.

Cancellation by the University

For reasonable cause, the University reserves the right to 1) refuse admission or readmission to housing to a student, 2) remove a student from housing at any time, and 3) void the contract.

A student on academic dismissal whose contract has been voided by the University must vacate housing within 72 hours of notification. The unused housing payment, minus damages and outstanding obligations to the University, will be refunded.

If the accommodations assigned to the student are destroyed or otherwise rendered uninhabitable through no fault of the student, and the University cannot furnish other accommodations, the University reserves the right to, at its discretion, void the contract. In such cases, the unused portion of the housing payments, less any damages for which the student is responsible and outstanding obligations of the University, will be refunded.

7. Food Service

All McKendree University students can purchase a meal plan or flex dollars (Bogey Bucks, McKendree Flex, *etc.*); however, meal plans are required for students living in the following residence halls: Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, the Suites, and Walton Hall.

Meal Plan Selection:

Meal plan options and their rates are provided on the Residence Life website. Students select their meal plan on their housing application.

Meal plans may be [changed](#) through the Office of Residence Life until the due date specified on the Residence Life website; typically this is the 2nd Friday after classes begin for the semester. Students will receive a full refund of the meal plan, less any charges for usage, if canceled by this date. When a student changes to a smaller meal plan by this date, their charges will be prorated between the two meal plans. Meal plans may not be canceled past the deadline unless the student is moving to a residential area where a meal plan is not required or as otherwise designated by the Director of Residence Life.

Meals and Flex Dollar Usage

Meal Plan swipes can only be used at Ames Dining Hall. Those students with a 15 or 19 meal plan can use the Meal Exchange Program in 1828 Café during the listed times on the [Residence Life Website](#).

Flex Dollar & Bogen Bucks options can be used at 1828 Café or Ames Dining Hall.

This contract does not provide for meals during Thanksgiving, Winter, Spring, and Summer breaks. If Sodexo Dining Services is providing meal service during part of or all of a break, then students living in Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, the Suites, and Walton Hall will be assigned a plan specific to that time period and charged a daily rate.

If a break time meal plan is established, it will be reflected in all housing forms where students would request to stay on campus. The information will include which meals are covered and the daily cost rate.

8. Responsibilities of the Student

Students are expected to:

1. reasonably maintain the space in which they live, including but not limited to cleaning, regulate use of utilities, *etc.*
2. make complete payments for all institutional charges,
3. notify the Academic Records Office of any changes in addresses or contact information,
4. abide by the McKendree University's Student Handbook (located on the University website), which are incorporated by reference and made a part of this contract,
5. honor the terms and conditions stated in this contract, and
6. read and act appropriately upon all communication distributed by the Office of Residence Life.
7. protect any property brought to McKendree through homeowners' insurance or independent personal property/renters insurance. The University does not guarantee the security of property and does not carry insurance that compensates residents for damages or losses. Two companies that specialize in student personal property insurance are:
 - National Student Services, Inc. (<https://www.nssi.com/>)
 - College Student Insurance from Gallagher & Co. (<https://www.collegestudentinsurance.com/>)

Students must be able to perform their own independent tasks or provide an attendant to assist themselves. They are responsible for their self-care including appropriate personal hygiene, mental health, management of medical conditions/illnesses, and/or disability-related personal needs. Students are expected to utilize the

various resources available to provide care for themselves. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave housing.

9. Responsibilities of the University

The University agrees to provide each resident with a bed, dresser, closet space, desk, and desk chair.

The University will make every reasonable effort to provide students with access to Wi-Fi but it is not a guaranteed amenity to the student as part of this contract. Interruptions in Wi-Fi may occur on a temporary basis.

The University agrees to provide reasonable amounts of heat, water, electricity, and air-conditioning. If an interruption occurs, the University agrees to restore the affected service within a reasonable amount of time. Interruptions on a temporary basis for the reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract and the University assumes no responsibility for damages such as food spoilage.

The University agrees to provide trash removal in designated areas and to clean common hallways, communal restroom facilities, lounges, and general public areas on a regular basis.

The University is not responsible for theft, loss, or damage to a student's or other persons' personal property, money, or valuables, and encourages all students to carry appropriate insurance concerning protection against such losses.

The University will make every reasonable effort to respect the privacy of the student and give prior notice, if possible, of entry into the student's room/apartment for purposes of inspection, verification of occupancy, improvements, or repairs. However, the University reserves the right of entry without prior notice in situations where a perceived threat to health and safety of persons or property exists and for such purposes as are reasonably necessary to preserve order and address suspected policy violations.

Addendum 1: Common Fines or Fees

The items listed are for reference purposes only and actual charges may be in excess of what is listed here. Furthermore, while the Office of Residence Life often facilitates the process of applying charges, the amounts are often assessed/ determined by the Physical Plant.

Cleaning Related:

General per hour Cleaning Rate - \$20.00	Property Removal (individual items) - \$50.00
Floors not Cleaned (per room) - \$50.00	Property Removal (full room/apartment) - \$250.00
Shower/Tub not Cleaned - \$200.00	Door Surface not Cleaned - \$40.00
Refrigerator not Cleaned - \$200.00	Toilet not Cleaned - \$100.00
Kitchen Cabinets not Cleaned - \$100.00	Stove not Cleaned - \$400.00

Damage or Loss Related:

Lost Room Key or Set of Keys - \$200.00	Lost Mailbox Key Only - \$75.00
Door Lock/Key Repair - \$50.00	Interior Door Lock/Knob Replacement - \$135.00
Exterior Door Lock/Knob Replacement - \$250.00	Interior Entrance Door - \$320.00
Apartment/Suites Front Door - \$475.00	Apartment Patio Door - \$585.00
Patio Blinds - \$150.00	Patio Screen Door - \$250.00
Closet Door - \$150.00	
Mirror: Small - \$65.00	Mirror: Large - \$150.00
Light Fixture: Ceiling - \$45.00	Light Fixture: Vanity - \$80.00
Light Switch/ Face Plate - \$10.00	Ceiling Fan - \$150.00
Window - \$600.00	Window Screen - \$50.00
Window Blinds/Shade - \$25.00	
Carpet (per room) - \$550.00	Carpet (per apartment) - \$3,600.00
Tile (per room) - \$2,500.00	
Hole in Wall - \$50.00	Hole in Ceiling - \$75.00
Ceiling Tile (per tile) - \$10.00	Painting (per wall/surface) - \$100.00
Cosmetic Damage - \$25.00	3M Command Strip (per item) - \$10.00
Bed End replacement - \$200.00	Bed Springboard replacement - \$500.00
Mattress replacement - \$150.00	Desk Replacement - \$220.00
Desk Chair replacement - \$150.00	Dresser Replacement - \$300.00

Policy or Process Related:

RCR not completed in 72 Hours - \$15.00	Improper Checkout - \$75.00
Early Arrival (per day) - \$25.00	Extended Stay (per day) - \$25.00

Addendum 2: MOLD AND MILDEW ADDENDUM

Definition

Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth.

Resident Responsibilities

The resident agrees to use all air-conditioning and heating systems in a reasonable manner. The student should keep the premises properly ventilated by periodically opening windows during dry weather only, to allow the circulation of fresh air.

Resident agrees to:

1. Keep the premises clean and regularly dusted, vacuumed, and/or mopped;
2. Use hood vents when cooking;
3. Keep closet doors ajar to allow for proper circulation;
4. Avoid excessive amounts of indoor plants;
5. Use exhaust fans when bathing and showering and leave the fan on for an additional hour afterward to remove moisture;
6. Wipe down bathroom walls and fixtures both regularly and as needed;
7. Hang shower curtains within the bathtub when showering;
8. Utilize a shower curtain that contains all water to the tub area while showering;
9. Leave the bathroom and shower doors/curtains partially open after use;
10. Remove any moldy or rotting food immediately;
11. Remove garbage regularly;
12. Wipe down all visible moisture and/or spillage;
13. Wipe down windows and sills if moisture is present;
14. Periodically inspect for leaks under sinks;
15. Open blinds/curtains to allow light into premises; and
16. Close all exterior sources of air while running the Air Conditioner.

Reporting Issues

Resident(s) shall report the following to the Office of Residence Life and Physical Plant:

1. Any visible or suspected mold;
2. All A/C or heating problems, leaks, moisture accumulations, and major spillage;
3. Shower/ bath/ sink/ toilet overflows or leaky faucets/plumbing;
4. Discoloration of walls, baseboards, doors, window frames, floors/carpets, and ceilings;
5. Refrigerator and air-conditioning drip pan overflow;
6. Moisture dripping from or around any vents or air-conditioner condenser lines; and
7. Loose, missing, or failing grout or caulk around tubs, showers, sinks, faucets, or countertops.

Small Areas Of Mold

If mold has occurred in a small non-porous surface such as ceramic tile, Formica, flooring, metal, or plastic, (and the mold is not due to an ongoing leak or moisture problem), the resident must clean the areas with soap (or detergent) and a small amount of water and then let the surface dry. The resident should then (within 24 hours) apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®.

Violation

The resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, resident(s) failure to notify the Office of Residence Life of any mold, mildew, or moisture problems immediately.