

Room & Board Agreement

2018-2019 Academic Year

Dickinson

Residence Life & Housing

RESIDENTIAL PHILOSOPHY

It is necessary and expected that all full-time enrolled first-year students, sophomores, juniors, and seniors are required to live in College housing and participate in a College meal plan. The residential learning environment offers rich opportunities for students' intellectual and social growth and development. These opportunities include making connections with students whose life experiences are different than your own, active participation in your residential community, and living into the values of a Dickinsonian. It is therefore necessary and expected that all full-time enrolled first-year students, sophomores, juniors, and seniors are required to live in College housing and participate in a College meal plan. This document is intended to explain the terms and conditions under which Dickinson students are provided with these opportunities and services.

EXCEPTIONS TO THE FOUR-YEAR RESIDENCY REQUIREMENT

Exceptions to the residency and meal plan requirements are made for students who meet any one of the following criteria:

- Student is studying abroad for the semester,
- Student is married and living with spouse, or
- Student has been granted commuter status because their permanent address (i.e., used for tax purposes) is within 25 miles of Carlisle.

Requests for additional exceptions may be made to the Director of Residence Life & Housing.

OBLIGATIONS AND RESPONSIBILITIES

Residing in College housing brings with it certain obligations and responsibilities. This document, together with the Student Handbook and regulations, policies and procedures published by the Division of Student Life, constitute the agreement (the "Agreement" or "Room and Board Agreement") between you (the "Student") and the College. By signing this Agreement, you are accepting and agreeing to comply with its terms. Submission of this Agreement electronically via the College's web page shall have the same legal force and effect as submission by mail or in person. The Agreement, including other material incorporated by link or reference, is subject to change as deemed necessary by the College without prior notice.

NATURE OF RELATIONSHIP

Your occupancy of College housing is incident to your status as a properly registered, full-time enrolled Student in good standing with the College - academically, financially and from a disciplinary perspective. Your occupancy is a non -possessory license for use of a space, and shall not be construed as a lease. If at any time during a semester, you drop below full-time status (fewer than three classes), you may not remain in College housing unless you are granted permission to do so by the Director of Residence Life & Housing. Students who reside in College housing are required to enroll in one of the Meal Plans described in the section on Dining Services.

TERM OF THE AGREEMENT

Other than students returning from study abroad, leaves of absence or suspensions, this Agreement becomes effective on the date the student moves into housing for the fall semester, but in no event later than **September 1, 2018**, and continues through **May 15, 2019**, the last day of examinations in the spring semester. For students returning from study abroad, leaves of absence or suspensions in the spring semester this Agreement becomes effective on the date the student moves into housing for the spring semester, but in no event later than **January 19, 2019** and continues through **May 15, 2019**. Graduating seniors are permitted to remain in residence until **May 19, 2019**. For Students moving into housing for the fall semester, the Student becomes fully liable for payment of the established rates for assigned housing effective on the actual move-in date, but in no event later than **September 1, 2018**. For Students moving into housing for the spring semester, the Student becomes fully liable for payment of the established rates for assigned housing effective on the actual move-in date, but in no event later than **January 19, 2019**. The Agreement shall remain in full force and effect for the remainder of the academic year unless the Student is released from it by the College.

DATES OF OCCUPANCY

Students living in College-provided housing are permitted to move into their semester assignment no sooner than the Saturday prior to the start of classes each semester. Unless approved for an early return at the request of the College, any student returning to campus before the established return date for their class year may be subject to a fee for their early return.

Exceptions are made for:

- Athletes who must return earlier to participate in training camp or competitions, and for whom the prior approval and sponsorship (i.e., charges for Room and Board) of the Athletic Department has been obtained;

- Students working for campus offices, with the prior approval of their supervisor and sponsorship of the concerned department;
- New students participating in an orientation program; students assisting with orientation programs, with the approval of the director of those programs.

Student housing remains open during the following break periods: Fall Pause; Thanksgiving Vacation; and Spring Vacation. Dates for these periods are posted on the College's web site at: http://www.dickinson.edu/info/20027/academics/1877/2018-2019_academic_calendar During these breaks, students may remain in their assigned rooms at no additional cost. However, dining facilities are unavailable and Residence Life & Housing may require students to register in order to remain on campus.

During Winter Vacation students are not permitted to remain on campus without approval from Residence Life & Housing. Certain Winter sport athletes are permitted to return to campus on the date established by the Athletic Department and will be assigned to temporary housing spaces.

During Winter Vacation the following spaces may be used to house students who are approved to be on campus during the break: McKenney Suites, West Louthier Street Townhouses (373, 377, 379, 381, 383), Global Community House (Todd House), Factory Apartments (230 and 236 W. North Street). If you live in any of these residences, your space may be temporarily reassigned to house other students over the break. Students living in a space where a winter break assignment is made are not required to move out of their rooms mid-year and may leave their belongings in these spaces over the break.

Unless you have permission to remain in College housing for certain approved reasons, you are expected to leave campus each semester no later than within 24 hours after your last exam or by noon on the designated closing date for residence halls, whichever comes first. If you require an exception to this policy, you must make a request in writing to the Director of Residence Life & Housing seven days prior to the closing date of the residence halls. In the spring semester, students who are graduating are permitted to remain in College housing until 7:00 p.m. on the Sunday of Commencement Weekend. Students who are assisting with Commencement Weekend must be sponsored by a campus office and receive permission from the Director of Residence Life & Housing to remain in College housing for part or all of Commencement Weekend.

FEES

Fees for housing and meal plans ("Room and Board") are payable according to the payment schedule published by the Student Accounts Office and published at:

http://www.dickinson.edu/info/20082/financial_operations/1436/annual_fees_tuition_room_board.

There is "differential pricing" for apartments and single rooms. Students who select and accept housing in a space with differential pricing will be subject to fees described on the Student Account website.

A Student who is not in good financial standing may be prohibited from selecting a room for the upcoming semester.

DINING SERVICES

Students residing in College housing must select a meal plan offered by the College. Meal Plan selection may be limited by your housing assignment. The meal plans become effective at dinner on the Saturday prior to the start of classes for fall semester and at dinner on the Sunday prior to the start of classes for spring semester. Meal plans are not active during academic breaks; while there may be limited pay-as-you-go food service during these breaks, Dining Services reserves the right to close all locations during breaks. Meal plans are prorated for shorter weeks at Thanksgiving, spring break, and after spring semester final exams. Additionally, Dining Services will adjust or reduce hours and places of operation as breaks are approaching. For more information about Dining Services, dining facilities and meal plans please visit the Dining Services office in the Holland Union Building or:

http://www.dickinson.edu/homepage/346/campus_dining

NETWORK, CABLE TV AND TELEPHONE SERVICES

The college offers wired and/or wireless network and Internet services in all residential spaces.

Cable TV services are provided in all residential spaces to include individual rooms and common areas.

On campus and local telephone service is provided in each room. You may purchase a prepaid calling card to access long distance service. You must bring your own phone/answering machine for your room. Please send a request to the LIS Helpdesk to receive a phone number for your phone.

Information about suggested network access requirements, available device support, and related technology services can be found on the Library and Information Services web site at <http://lis.dickinson.edu/>.

MAINTENANCE AND REPAIRS

All College facilities are maintained by the Office of Facilities Management. Students requiring work in individual rooms may submit a work order through the Facilities Management web form at https://www.dickinson.edu/homepage/74/facilities_management or by calling x1212. You are not permitted to make modifications or effect your own repairs upon college residential facilities.

Facilities Management provides housekeeping services for all lounges, corridors, stairways, and common bathrooms in facilities excluding individual bedrooms, common areas in some suites (e.g., Malcolm and Witwer Halls), apartments, and designated small

houses. You are responsible for the cleanliness of your own room and any common areas not cleaned by Facilities Management staff. You are responsible for any excess mess, more than created by normal use or traffic, created in an area normally cleaned by Facilities Management staff. If you need cleaning supplies, please submit a work order for such through the process described above.

If you are living in an apartment style space, you are responsible for maintaining the entire apartment's cleanliness and condition of College furniture and for ensuring that the refrigerator, stove, and similar equipment are kept in a clean and safe condition. If an apartment is found to be unsafe and/or unsanitary, the College will charge you for the costs of repair and/or replacement.

The College cannot guarantee there will not be temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the College's duty is limited to the exercise of best efforts to provide clean, safe lodging for students with utilities in good working order.

FURNITURE

Each bedroom is furnished with a bed, desk, desk chair, bookshelf, and clothing storage including drawers and hanger space for each student. There are a few select spaces where furniture needs to be adjusted to accommodate the space. In these cases we will work with the Student to figure out possible available options. There are several styles of furniture on campus, and even within a particular building where what is provided in one room may be different from others in the building and other buildings. Items will not be switched out for other styles. Houses and apartments are provided standard living and dining furniture adequate to serve the needs of the number of students living in the space. There is no guarantee that the soft seating will consist of a specific size or style.

ENTRY AND INSPECTION OF STUDENT ROOMS

The College reserves the right to enter any room at any time without advance notice for the purposes of inspection, repair, maintenance, protecting the health, safety and security of residents and in cases of emergency, as determined by the College. Entry may be made by members of the Student Life staff, including members of the Department of Public Safety, or Facilities Management staff.

The College further reserves the right to inspect a room at any time and its contents for violation of College policies, including the Community Standards, or residence hall regulations, including but not limited to possessing illegal substances or substances believed by the College to be illegal or conducting activities that could endanger the life, safety, order, or welfare of another person. Routine health and safety inspections of residential spaces will be announced at least one day in advance of the inspection. During any such inspection of residential spaces, any evidence of violations of the Community's Standards may be confiscated and processed accordingly.

FIRE SAFETY

Fire alarm systems and firefighting equipment are in the residence halls for the occupants' protection. Any tampering with or misuse of this equipment is prohibited and is in violation of the law. All fire safety equipment is tested on a regular basis.

Each residential facility is equipped with a smoke/fire alarm system. When a building's alarm sounds all occupants are required to evacuate the building immediately. You must remain outside of the building until such time as Department of Public Safety or Facilities Management personnel indicate that it is safe to reenter the building. Failure to evacuate may result in fines and/or disciplinary action.

SMOKING

Smoking is prohibited in all College buildings, including all areas of residential facilities. Individuals who wish to smoke must move at least twenty-five (25) feet from any building.

DAMAGES

You are responsible for College property in your room and elsewhere in the residential facility. Charges related to extra cleaning, removal of property not original to the room, and repairs beyond normal wear and tear will be assessed. If such items cannot be attributed to a specific student or group of students, there is a rebuttable presumption that liability for such damages are the shared responsibility of all room, floor, or building residents. For more information about residential damage, see http://www.dickinson.edu/info/20238/office_of_residence_life_and_housing/1284/housing_operations/10

REASSIGNMENT, VACANCIES, AND ROOM CHANGES

The College reserves the right to reassign students in order to make most efficient and beneficial use of available facilities, including the consolidation of spaces to create completely vacant rooms. Additionally, the occupancy of a room may be increased when, in the judgment of the College, it is necessary to do so to accommodate the housing needs of the student body.

You may be reassigned when your behavior violates the Community's Standards or the agreed upon standards of your floor, area, or building. Such reassignment may occur as a result of disciplinary action and/or administratively at the discretion of the Director of Residence Life & Housing.

The exchange of rooms or substitution of one occupant for another without approval in writing from Residence Life & Housing is prohibited. A "room freeze" is in effect for the first two and last two weeks of each semester. During this time no student-initiated

room changes may take place. Other than during the “room freeze,” when a vacancy occurs you may request a specific roommate to fill that space. If no new roommate is identified, Residence Life & Housing will make the space available for general occupancy and may reassign a vacant space at any time. Residence Life & Housing will notify you as soon as plans are made to fill the vacancy in the room you are occupying. Behavior which discriminates against or impedes an interested student or assigned occupant will be considered a violation of the Community Standards and reviewed as such.

SPECIAL INTEREST HOUSING

Each year a small number of houses are available for occupancy by special interest groups. Special Interest Housing assignments are made in the spring semester prior to general room selection. For more information about Special Interest Housing please get in touch with the Residence Life & Housing office at reslife@dickinson.edu or 717-245-1556.

STUDY ABROAD

When a student is permitted to study abroad (i.e., away from the Carlisle campus) she/he forfeits her/his on campus room assignment for the abroad semester(s). If your plans change, you must immediately notify the Center for Global Study & Engagement and Residence Life & Housing. Residence Life & Housing staff will work with you to find another housing assignment for the semester(s) in question.

Students who are abroad only for the fall semester must contact Residence Life & Housing no later than November 16, 2018 regarding housing preferences for the spring semester. Options are limited in the spring semester but all students returning from abroad will be housed on campus.

Students who are abroad only for the spring semester or for the full academic year may select a proxy to represent them in the room selection process. Students must provide Residence Life & Housing with written (including electronic mail) notification of their proxy no later than April 12, 2019. Proxies must be current students at Dickinson College who are eligible to participate in the room selection process. It is your responsibility to talk to your proxy about preferences for room selection. Residence Life & Housing will not act as proxy and select a room for students who do not or are unable to attend room selection.

CANCELLATION

Students who have been assigned to a housing space and who choose not to return to Dickinson College for the upcoming semester must notify the Director of Residence Life & Housing no later than August 1, 2018 for the fall semester and January 4, 2019 for the spring semester.

Students who voluntarily leave Dickinson College during a semester will receive a prorated refund according to the schedule and policies published by Student Accounts. The Director of Residence Life & Housing will notify Student Accounts when the student has vacated her/his room and the room key has been returned to Residence Life & Housing.

Students who are dismissed from the College are not provided a refund of any fees, including housing fees.

LIABILITY

The College cannot and does not assume responsibility for personal accident, injury, or illness to residents, guests or visitors, or for damage, theft, or loss of personal property, and you hereby release the College, its trustees, officers, agents, and employees from any liability on account of any accident, injury, illness, property damage, theft or loss not caused by the College’s gross negligence or intentional act or omission. You are encouraged to protect yourself from loss by purchasing appropriate insurance. In that regard, you should review any homeowner’s policy that you or your family might have to determine whether the contents of your College room are already covered or could be covered with a relatively inexpensive policy rider.

RESIDENTIAL LIVING GUIDELINES & POLICIES

Policies regarding prohibited items, quiet hours, fire safety, pets, prohibited item, and other areas are covered in the Student Handbook. It is your responsibility to be familiar with and abide by these policies. The most recent list of these policies will be available no later than the start of each semester in the on-line version of the Student Handbook at

http://www.dickinson.edu/info/20226/student_life/1549/student_handbook.

KEYS

You will be assigned a key(s) that will allow you access to your building and individual room. No key may be duplicated nor transferred to any other person. Failure to return the key(s) upon departure from the room/apartment will result in a charge billed to you to change the key(s) and lock cylinder(s).

TERMINATION

1. Breach of the Agreement. The College may unilaterally terminate the Agreement for the breach of any term or condition by you.

2. **Non-Payment, Non-Registration.** The College reserves the right to terminate a room assignment without prior notification if you fail to register for classes, occupy your College housing assignment, pay College charges/fee/fines, or maintain good academic standing.
3. **Disciplinary Action.** The College may also terminate the Agreement as a result of disciplinary action against you. Students who are removed from the College as a result of disciplinary action remain responsible for the cost of the space for the remainder of the semester in which the disciplinary action at the College is concluded, and if such action occurs in the fall semester, will be released from their housing cost obligation for the spring semester. Students who are removed from the residence halls for disciplinary reasons but remain in attendance at the College remain responsible for the cost of the space for the remainder of the semester in which the disciplinary action at the College is concluded, and will remain responsible for the Meal Plan for the remainder of the entire academic year.

GOVERNING LAW

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws principles.