

## 2019-20 Housing and Dining Agreement

This Housing and Dining Agreement (this "Agreement") establishes the terms and conditions of residence hall occupancy and enrollment in the dining services program at St. Catherine University. Students are also responsible for reading and complying with the Residence Life Community Policies and the Student Code of Conduct as part of the conditions of their stay in University housing.

The Housing & Dining Application and Agreement is conducted online through the University's website portal **My Housing**. This Agreement has been agreed to electronically by the student's completion of the Housing & Dining Application and constitutes the submission of an electronic signature. The student agrees that her or his electronic signature is the legal equivalent of a written signature and creates a binding agreement between the student and St. Catherine University. **This Agreement is for the entire academic year or balance thereof at date of completion of the online application.**

St. Catherine University email is the official form of communication for all University business and announcements, including Residence Life. Important reminders, official statements, and Residential Life announcements will be communicated via St. Catherine University email. St. Catherine University is not responsible for missed deadlines or responses to requests from Residential Life as a result of a student's mismanagement or neglect of their email.

### Eligibility

- All enrolled St. Paul and Minneapolis St. Catherine University students with a minimum of six credits are eligible for residency in University housing.
- Students must be at least 17 years of age by September 1 of the academic year to be eligible to live on campus. For Georgia and Alberta apartment housing, students must be at least 20 years of age by September 1 of the academic year to be eligible for residency. This age requirement is waived for male students and student families or if the space is needed for students under the age of 20.
- Male student housing is available in Alberta & Georgia Apartments.
- The University reserves the right to refuse any application.
- Residence Halls are designed to support students and their academic pursuits. In order for students to remain in the residence halls, students must regularly attend classes making sufficient academic progress. Not attending classes could result in removal from the residence halls and apartments.
- Student parent housing is intended to support students who have physical custody of their minor child(ren) (under age 18). The University does not provide housing for other family members unless the family member is a minor child and the student has physical custody of the child. It is expected that the child(ren) is living on campus for at least half or a majority of days per week. Additionally, a copy of each child's immunization record must be submitted to Residence Life before taking occupancy.
- The University provides married student housing. A copy of the student's marriage certificate must be submitted to Residence Life before keys are issued to a spouse. Additionally, spouses must clear a criminal background check before taking occupancy. Residents are responsible for the costs of the background check.
- **Returning students only** who are not registered for classes for Fall Semester by June 1st may be removed from their room assignment, placed on a wait list and be subject to cancellation fees. Students not registered on the day of check-in may be denied access to the residence halls.

### Housing Advance

New students must submit a \$100 housing advance to confirm submission of the *Housing and Dining Agreement* and reserve a space in housing. If all conditions of the *Housing and Dining Agreement* have been met, the housing advance will be applied to the resident's first semester housing charges and will appear as a credit on the student account summary, unless it has been forfeited for early termination of the Agreement. Charges for loss or damage to University property will be billed to a resident's student account as they occur or after termination of the Agreement. Returning students do not pay a housing advance, but cancellation fees do apply.

## Dates and Conditions of Occupancy

- The Housing and Dining Agreement is in effect for the entire academic year, or that portion of the academic year remaining at the time of completion of the online application.
- All apartments and residence halls will close on the last day of final exams at St. Catherine University. Specific closing times will be emailed to the resident after the Fall and Spring finals schedules are announced. Each student must vacate their room within 24 hours of the student's last final exam or by official closing time, whichever comes first. A resident released from the Agreement for Spring Semester must vacate the residence halls within 24 hours of the student's last final or by official closing time, whichever comes first. Requests for late departure will be considered by Residence Life. Additional charges may be incurred and residents may be relocated to a temporary space.
- The residence halls close during the December Break. Students may request housing during the December Break period; requests are subject to approval by Residence Life. Only students with approval will have access over the December break. Students with a history of conduct violations may be denied break housing. Anyone confronted for a violation of any university policy during these times may be removed from the halls for the remainder of the break period. Students who live on campus during both Fall and Spring Semesters may reside in their residence hall rooms and apartments during January term at no additional cost.
- The Georgia and Alberta apartments do not close for December Break.
- Students who live on campus only one of the two semesters will be charged \$240 for housing during any portion of January.
- Summer housing is available through a separate agreement process; a summer agreement must be completed by May 1 to reserve a space on campus. Students living here over the summer will need to relocate to summer spaces at the assigned timeline as determined by the Department of Residence Life.
- Early move-in and late move-out requests are not guaranteed. It is up to the discretion of the Department of Residence Life to approve requests. In some situations, students may be charged a nominal fee to arrive early or depart late. There is a \$65 fee for approved students who arrive early for a reason other than a University sanctioned program or event (ie: athletics, RA orientation) **Students arriving earlier than established move-in dates should understand that their space may not be cleaned or prepared prior to their arrival. University residence halls are occupied year-round.** Students with a history of conduct violations may be denied early move-in or late check-out.
- Alberta and Georgia apartment occupancy must not exceed two individuals in a one bedroom apartment and four individuals in a two bedroom apartment.

## Meal Plans

Dining Services offers five meal plans (Platinum, Gold, Silver, Bronze, and Copper). All resident students are required to have a meal plan regardless of residential status. Meal plan eligibility is dependent on both room assignment and college of attendance. Please refer to the building information below. Please refer to the Residence Life website for information about meal plan rates.

### Meal Plans for St. Mary, Stanton, Crandall, Caecilian, Carondelet

- All first-year students, must be on the *Platinum Meal Plan* for the entire academic year, regardless of building assignment.
- Graduate and College for Adults students may choose between Platinum, Gold, Silver, Bronze, Copper.
- All other students may choose between Platinum, Gold, or Silver.

### Meal Plans for Rauenhorst and Morrison SUITES

- All first-year students, must be on the *Platinum Meal Plan* for the entire academic year, regardless of building assignment.
- Graduate and College for Adults students may choose between Platinum, Gold, Silver, Bronze, Copper.
- All other students may choose between Platinum, Gold, or Silver.

### Meal Plans for Alberta, Georgia and Morrison APARTMENTS

- All first-year students, must be on the *Platinum Meal Plan* for the entire academic year, regardless of building assignment.
- Graduate and College for Adults students may choose between Platinum, Gold, Silver, Bronze, Copper.
- All other students may choose between Platinum, Gold, Silver, Bronze, or Copper.

The meal plan begins on Saturday, August 31, 2019. The transition from the fall to spring meal plan occurs in mid-January. Resident students may change their assigned meal plan through the 10<sup>th</sup> day of class for Fall or Spring term. Students moving onto campus after the 10<sup>th</sup> day of classes may be eligible to select a reduced meal plan based on the first date of occupancy, as determined by the University. Students moving onto campus after the 10<sup>th</sup> day of classes may not change their meal plan once occupancy has started. 2019-20 dining rates will be available in February 2019. Dining Services operates on limited hours during break periods.

**Failure of a student to utilize their meal plan does not relieve the student of the obligation to pay for the meal plan.**

## **Details**

**Space Assignments** The Housing and Dining Agreement entitles the resident to a space on campus and not a specific room or apartment. The University reserves the right to make and alter housing assignments and billing or to consolidate persons paying less than full value and/or to maximize occupancy of the space. Consolidation may occur before and/or during occupancy.

St. Catherine University, Residence Life, is committed to creating a welcoming and comforting environment for all students. If students have a gender based housing need that requires special attention, they should contact the Housing Assignments & Information Specialist directly at 651.690.6054. Residence Life will work with students to find a space that meets their needs.

Priority placement for new students is June 1. The University will not guarantee a student's space if not occupied on the first day of classes. Residence Life will not accept roommate preferences based on race, ethnicity, religion, sexual orientation, or ability. A resident who refuses to accept a roommate or, in the judgment of the University, attempts to force a roommate out of a shared premises may be charged the total cost for the premises and may also face other disciplinary sanctions. Students may request to be placed on a preferred housing wait list after their initial assignment has been confirmed. Any room changes for returning students, which occur after returning student housing sign-up, must be completed by July 1st.

**Buy-Outs** Students may be able to buy-out additional bed spaces in their living areas to reserve a private apartment or other space not designated as a single. An additional fee is paid to buy-out bed spaces. Buying out a bed space will close that bed to other students. Students who buy-out a bed space but later choose not to buyout the space, must inform the Residence Life Office in writing through email by July 1 for Fall semester and January 10 for Spring semester. After these dates, buy-outs are locked-in. Students who choose to cancel their buy-out after the deadline may be required to move or be assigned to a different space.

**Room Changes** Room changes are allowed, but students should refer to the Room Change Policy which is outlined in the Academic Catalogs and University Policies website. Students may not swap or switch rooms with other students without first going through the room change approval process. Once a room change has been granted, students must move by the deadline set by Residence Life Staff. Failure to move may result in a minimum of a \$15 per night fee.

**Online Room Selection and PINs** Students participating in online room selection will create a unique PIN (personal identification number) that they can share with their roommate group. Sharing PINs with roommates means that person will be able to assign you to their apartment, suite or room. Students should not share their PIN with anyone except their intended roommates(s). PINs can be changed anytime during the online room sign up process.

**Room Contents** The resident agrees to accept responsibility for all property assigned to the room, suite or apartment and agrees to pay for loss or damages not due to ordinary wear and tear. All University furnishings must remain in the resident's assigned room, suite or apartment. Quantity and condition of campus housing furniture should be confirmed at check-in with Residence Life and considered "as is" upon move-in. The University does not store or provide additional furniture.

Students must use University owned equipment to bunk or loft their beds. Personally constructed loft/bunk equipment or structures are not allowed in the residence halls. In consideration of being permitted to assemble and use a loft or bunk in their residence hall room, the student hereby voluntarily assumes all risks connected with such assembly/disassembly, storage, and use. The lofting policy is currently under review by the university and subject to change.

**Room Search and Entry** The University reserves the right to enter a resident's room without prior notification for the purpose of repair, recovery of University property, enforcement of University policies, and for the preservation of health or safety. All rooms/suites/apartments undergo health and safety checks and are inspected by Residence Life staff at specified times each semester. The Director of Residence Life must approve the search of a resident's living space including suite/apartment common spaces and individual rooms (i.e. search of areas and items not within plain view).

**Personal Property** The University does not accept responsibility for personal property that may be stolen, lost, or damaged. This includes possessions left in University storage facilities and laundry rooms. Students are encouraged to protect themselves from loss by purchasing appropriate insurance. In that regard, students should review any homeowner's policy that the student or student's family might have to determine whether the contents of the student's University room are already covered or could be covered with a relatively inexpensive policy rider. When students consider this insurance protection, they should keep in mind the

replacement cost of such items as computer, jewelry, musical instruments, electronics, books, calculators, clothes and shoes, and sports equipment. The University encourages each resident to carry appropriate personal property insurance and to keep doors locked at all times.

When a student checks out of their space, they must remove all of their personal items out of their space. Any items left after checking out will be considered abandoned and will be disposed of at a cost to the student.

**Lost Keys/Lock Changes** Students assume responsibility for their keys and student ID when they check-in. If the key or student ID is lost or stolen, the resident agrees to notify St. Catherine University immediately. The cost of lock change or key replacement will be charged to the student's account. A student's failure to return their key at the end of the Agreement will be charged for a full lock change to their residence. Lock-out charges may apply if a student leaves their keys or ID in their residence and requires assistance to gain access.

**Married Students and Background Checks** The University provides married student housing. A copy of the student's marriage certificate must be submitted to Residence Life before keys are issued to a spouse. Additionally, non-students over 18 years old must clear a criminal background check before taking occupancy. Residents are responsible for the costs of the background check.

**Residence Hall Regulations** By submitting the Housing and Dining Agreement, the resident agrees to abide by all University and Residence Life rules, regulations, and policies as outlined in this Housing and Dining Agreement, Residence Life Community Policies, the Residence Life website, and Student Code of Conduct, which are incorporated herein by reference and are made part of this agreement. Violations of these policies and other applicable laws may result in eviction.

## Indemnity

Student agrees to release, hold harmless, and indemnify St. Catherine University from any liability, claim or expense, including damages, injury or death, arising from, or in connection with premise or any assigned furnishings (including the assembly, use, storage, or disassembly of the loft or bunk). Student agrees to abide by all applicable rules and regulations of St. Catherine University, including the University Policies, Loft and Bunk Guidelines and other published policies. Student understands that failure to abide by these guidelines and specifications may result in removal of furnishings, fine, and/or disciplinary action.

**Habitable Residence:** The University cannot guarantee against emergencies, temporary failures of utility systems or defects caused by ordinary wear and tear. Instead, the University's duty is limited to the exercise of best efforts to provide clean, safe lodging for students with utilities in good working order. Every effort will be made to complete maintenance in a timely manner. Students may be moved to available vacancies in on-campus housing either on a temporary or permanent basis while work is being completed.

## Cancellation of Agreement

This agreement obligates the resident for the entire academic year for on-campus housing. Students requesting to cancel the Housing and Dining Agreement must complete the online ***Request to Cancel the Housing and Dining Agreement Form*** available on the University's online portal **My Housing**. Release from the Housing and Dining Agreement, if granted, will result in agreement cancellation charges as described below. The cancellation fees are non-negotiable.

### New Student Cancellation

New students (those who have not previously attended St. Catherine University) may cancel their Housing and Dining Agreements without penalty if written notice is received by Residence Life on or before June 1. New students applying only for Spring Semester housing may cancel their Housing and Dining Agreements through January 15 without penalty. Housing and Dining Agreement cancellation forms received after June 1 or January 15, but before the first day of classes, will be granted, but will result in minimum forfeiture/charge of the \$100 housing advance. Cancellation fees are not considered room charges and are administered regardless of whether the space is subsequently filled. The fees below apply to students withdrawing from the University and the Housing & Dining Agreement before the first semester of attendance, or to students attending St. Catherine University but cancelling their Housing & Dining Agreement only.

| Cancelling Fall & Spring |                             | Cancelling Spring Only |                          |
|--------------------------|-----------------------------|------------------------|--------------------------|
| Form Submitted           | Fee                         | Form Submitted         | Fee                      |
| On or before June 15     | \$0.00                      | On or before Nov 15    | \$0.00                   |
| June 16 – Sept 1         | \$100.00                    | Nov 16 – Feb 14        | \$100.00                 |
| Sept 2 - Sept 18         | \$100.00 plus per/night fee | After Feb 14           | 100% of housing & dining |
| After Sept 18            | 100% of housing & dining    |                        |                          |

### Current and Returning Student Cancellation

Students may request cancellation from their Housing and Dining Agreements by submitting a ***Request to Cancel the Housing and Dining Agreement Form*** through the University's online portal **My Housing**. All required documentation and conditions, as described on the form, must be met before the release request will be considered.

The University reserves the right to request additional documentation or information before reviewing cancellation requests. Students cancelling their agreement may need to meet with their Area Director to explore alternative housing options or to discuss the reason(s) for the request. Students are not approved until they receive an official email notice from the Department of Residence Life. If approved, cancellation charges will be assessed according to the date the cancellation form is initially received. The University reserves the right to deny cancellation if alternative housing options are available.

### Current and Returning Student Cancellation Fees

**Reason for cancellation:** leave of absence, withdrawal or transfer from university, failure to register for classes by day ten of the semester, graduation, study abroad, long distance internship or long distance student teaching, financial hardship\*.

| Cancelling Fall & Spring |                             |
|--------------------------|-----------------------------|
| Form Submitted           | Fee                         |
| On or before Aug 15      | \$200.00                    |
| Aug 16 – Sept 18         | \$500.00 plus per/night fee |
| After Sept 18            | 100% of housing and dining  |

| Cancelling Spring Only   |                            |
|--------------------------|----------------------------|
| Form Submitted           | Fee                        |
| On or before November 15 | \$0.00                     |
| Nov 16-February 15       | \$200.00                   |
| After February 15        | 100% of housing and dining |

**Other reason for cancellation:** Other (reasons that do not fall into the categories described in the section above, ie: moving off campus)

| Cancelling Fall & Spring |                             |
|--------------------------|-----------------------------|
| Form Submitted           | Fee                         |
| On or before Aug 15      | \$200.00                    |
| Aug 16-Sept 18           | \$750.00 plus per/night fee |
| After Sept 18            | 100% of housing and dining  |

| Cancelling Spring Only   |                            |
|--------------------------|----------------------------|
| Form Submitted           | Fee                        |
| On or before November 15 | \$200.00                   |
| Nov 16-January 15        | \$750.00                   |
| After January 15         | 100% of housing and dining |

\* **Cancelling for Financial Hardship:** Current students requesting cancellation for financial hardship must meet with their Financial Aid Counselor prior to seeking approval for cancellation. Financial hardship means a student is not able to meet the terms of their agreement because of unexpected events or unforeseen changes that impact their finances.

Residence Life Staff and Financial Aid Counselors work together to determine if the student is eligible for financial hardship. If it is determined that a student is not eligible to claim financial hardship the student may be required to pay the cancellation fees that are normally applied to people selecting "other" as their reason. Students indicating financial hardship may be required to work with Residence Life to find alternative, lower-cost housing on campus if it is available.

### Additional Cancellation Information

- The University will not waive or negotiate withdrawal fees.
- A resident whose agreement cancellation request is not approved or who submits false information on the ***Request to Cancel the Housing and Dining Agreement Form*** will be required to fulfill all terms and conditions of the Agreement and is subject to additional disciplinary action by the University.
- If a resident is released from the Housing and Dining Agreement, the remaining roommate(s), if applicable, will go through the consolidation process. The end result of which could be: new roommate assignment, new room assignment, or a higher rate due to under-occupancy.

### **Termination of Agreement by the University**

The University reserves the right to terminate the Housing and Dining Agreement if a student:

- Is no longer registered for classes or is not attending class regularly.
- Carries fewer than six credits.
- No longer has custody of child(ren) living in family housing.
- Is found to be in violation of the Student Code of Conduct or Residence Life Community Policies or if a student's behavior, as determined by the University, is detrimental to the welfare of the residence hall community. The student, if removed for student conduct violations, will be required to pay 100% of the remaining agreement.

### **Medical Accommodations for Housing and/or Dining**

It is our goal to ensure all students are provided the opportunity to participate fully in the residential experience at St. Catherine University. Students requesting residence hall or dining accommodations for a specific medical condition or disability will work with the Disability Resources Staff from the O'Neill Center. Documentation is required for medical accommodations including meal plan accommodations and emotional support animals. To ensure that student rooms, suites, and apartments meet the needs of students with disabilities, we encourage students to work with the Disability Resources Staff immediately after submitting the Housing & Dining Agreement. This will allow Disability Resources Staff to review and plan for the accommodation, which may take 30-60 days to process. Please visit the Disability Resources website for more information and to access the necessary forms:

*[www.stkate.edu/academics/academic-resources/oneill-center/disability-resources](http://www.stkate.edu/academics/academic-resources/oneill-center/disability-resources)*

The student's current health care provider must complete and submit the form. Health care provider recommendations will be reviewed, and housing and dining accommodation decisions made based on medical condition. To ensure the best access to spaces, current students should complete the medical accommodation process by March 1, 2019 for fall semester housing and January 1, 2020 for spring semester housing. New students should complete the process by June 1, 2019 for fall semester housing and January 1, 2020 for spring semester housing. After these deadlines the best-fit, available accommodation will be assigned.

### **Transferring the Agreement**

This Agreement is non-transferable. A student may not sublet or transfer possession of her or his residence. The student who signs the Agreement is the only person who may use the selected meal plan in accordance with this Agreement.

### **Completing the Housing Application and the Housing & Dining Agreement**

Students who complete the online housing application agree to the terms of agreement and cancellation as listed in this and all supporting documents. The Housing and Dining Agreement and Application is for the terms specified.

### **Amendments**

Residence Life reserves the right to amend this Agreement at any time with a minimum of a 10-day notice. Although every effort is made to present the information as accurately as possible, St. Catherine University reserves the right to make any corrections without notice.

If you have questions, please call Residence Life at 651.690.6617.