

SALISBURY UNIVERSITY
OFFICE OF HOUSING AND RESIDENCE LIFE
RESIDENCE HALL CONTRACT
2011-2012

RESIDENCE HALL PHILOSOPHY

Residence Life programs and policies value the unique backgrounds and rich cultural experiences students share in a residential community. The learning in such a community is built upon respect and honest dialogue among its members. Behavior that fails to respect the dignity of individual(s) or the diverse qualities of groups is therefore unacceptable. The Residence Life Program at Salisbury University exists to provide students with a home away from home that has safety features and is maintained and managed to foster student growth and development as mature, responsible adults. The University assumes a level of maturity in the students in their individual residence halls and encourages self-government supported by the assistance of the residence life staff and in accordance with the policies of the Board of Regents of the University System of Maryland and Salisbury University. The University does not construe its role in housing to be a custodial one, nor does it presume to stand *in loco parentis* (in the place of parents). Since students enroll in the University for primarily academic reasons, the University assumes that the residents are capable of self-direction and responsible decision-making.

Students come to the University from varied backgrounds, bringing with them already developed lifestyles; therefore, the Residence Life staff envisions its role as a supportive one. By giving assistance when asked and planning programs that correlate with students' needs, it is the University's belief that the students' potentials can be attained intellectually, socially and psychologically. It is also the University's belief that the rights of all students must be protected and that an atmosphere conducive to the educational goals of the University must be maintained within the residence halls.

UNIVERSITY RESPONSIBILITY

The University will provide the student with a campus residence during the term of this contract and will provide programs and activities that will contribute to the student's educational, social, recreational and cultural enrichment. The University also has the right to reassign students when deemed necessary and in the best interest of the institution.

ELIGIBILITY FOR RESIDENCY

Students who are matriculating for a degree at the University and who are registered for 12 semester hours or more may reside in the residence halls. Full-Time students that withdraw from a course and are attending less than 12 credits worth of courses will be placed on Residence Life Probation and may be at risk of contract termination. Exceptions will be made on a case-by-case basis.

CONDITIONS OF RESIDENCY

Only a student officially assigned to a room may reside there. No additional tenant may occupy or share the room with the student. Under no circumstances may a student sublease a room, or any portion of it, to another person.

MEAL PLAN REQUIREMENT

With the exception of Chesapeake Hall residents, all students residing on campus are required to have one of the following meal plans: A, B, or C. For detailed meal plan information, visit Dining Services.

Chesapeake Hall residents (only) have the following options:

- Meal Plan A, B, or C; or
- D Meal Plan (10-meal Plan); or
- E Meal Plan (5-meal Plan); or
- No meal plan at all.

Chesapeake residents who are granted a room change request to a building other than Chesapeake are required to choose the A, B, or C meal plan if not already committed to one of these meal plans. Failure to do so will result in an automatic change to the least expensive plan.

PROVISIONS OF CONTRACT

The person who agrees to be a registered student, hereinafter called "the resident," and Salisbury University, hereinafter called "the University," hereby enter into the contract based upon the terms and conditions of the contract. Acceptance of the contract does not guarantee assignment to a specific room.

CONDITION/DISABILITY INFLUENCING ASSIGNMENT

The on-line housing application contains a section where students may mention any condition/disability that should be taken into account during the assignment process. Students with special needs or conditions may be asked to forward verification of the condition from the appropriate health care professional to the Director of Housing. The Director of Housing reserves the right to consult the Student Health Services Director, who will make an evaluation in confidence and recommend the appropriate assignment. The recommendation will be acted on as space is available. All sensitive medical information may be retained in Student Health Services.

DURATION OF THE CONTRACT

This contract is a financially and legally binding agreement in effect for the full academic year, ending with the conclusion of the spring 2012 semester. It is also the contract used for summer session or winter term, whichever is applicable, or any prorated portion thereof. This contract does not provide housing during recess periods (see University calendar; examples include but are not limited to: Thanksgiving Break, Winter Break and Spring Break). Returning to a

residence hall at any time during a break is considered trespassing and will be dealt with accordingly.

Due to specific program commitments it is not possible to check in earlier than the date and time stated. Any request for an exception to this policy must be forwarded via e-mail to the Associate Director of Housing and Residence Life at housingoperations@salisbury.edu. Therefore, early arrivals need to utilize local motels and make reservations in advance.

At the end of the fall semester, students must check-out with a member of the Residence Life staff. The check-out must occur within 24 hours after the student's last examination. Severn Hall students must remove all their belongings between the fall and spring semesters to accommodate winter term assignments. In the case of emergency repair or maintenance, the University reserves the right to direct students in any of the other buildings to similarly remove their belongings. At the end of spring semester all belongings must be removed and the check-out procedure followed.

EFFECTIVE DATES

The contract becomes effective when it is received by the Housing/Residence Life Office, accompanied by the required deposit and duly executed.

ACCESS TO ROOMS

Housing/Residence Life, maintenance and custodial employees may enter student rooms for general inspections, to make repairs, and to perform preventive maintenance. Safety and health inspections involve the observation of closet and/or storage areas and include, but are not limited to, inspections preceding Thanksgiving and spring breaks. These inspections do not allow for the search of the students' personal property.

Every effort is made to notify students ahead of time and to have students present during the inspection. However, if schedules do not coincide, the inspection will proceed. During winter term and spring break, all residence halls are locked down. However, University personnel enter student rooms for preventive maintenance on a pre-determined schedule. Personal belongings are left at one's own risk.

SEARCH OF ROOMS

The University reserves the right to cooperate with appropriate law enforcement agencies to conduct a room search in emergency situations or when all legal requirements for search have been met.

LOSS OF PROPERTY

The University and its officers and employees assume no responsibility for the loss, damage or destruction of students' personal property unless such loss, damage or destruction is the proven result of direct negligence by the University. Damage to student property caused by another student's carelessness is the responsibility of the student causing the damage, not the University.

Students are encouraged to insure personal property under their individual homeowner's policy or a renter's policy. The University is not responsible for personal items left behind following check-out.

CONTRACT TERMINATION BY UNIVERSITY

The contract may be terminated by the University for breach of contract for the following:

1. Student fails to pay charges when due. Bills not paid by due date result in deregistration and cancellation of housing.
2. Student fails to comply with all the rules and regulations of the residence halls, civil laws or University Code of Conduct.
3. Fire or disasters make the room unlivable.
4. The student falls below 12 credit hours (see Eligibility for Residency, above).
5. The student fails to register for minimum of 12 credits, 7 days prior to the start of the semester.
6. The student fails to occupy the assigned space or notify the Housing/Residence Life Office of late arrival by 4 pm on the scheduled move-in day.

Cases in which the University could terminate a student's housing contract because of his/her conduct on or off campus may be brought to the attention of the Office of Housing and Residence Life by any member of the University community. These cases will be referred to the Office of the Dean of Students for judicial review, and are assigned to a hearing officer. The Director of Housing and Residence Life, Associate Director of Housing and Residence Life, Assistant Directors of Housing and Residence Life, Area Directors, and Resident Directors all serve as hearing officers. In all situations procedural due process is followed. Appeals shall be directed to the Dean of Students for final disposition. Students are entitled to no more than one appeal review.

Students whose lose the privilege of living on campus for disciplinary reasons are not eligible for refunds for their room cost or for the housing deposit. Information regarding judicial procedures can be found in the Student Code of Conduct, the Office of Housing and Residence Life, and the Office of the Dean of Students.

RETURNING STUDENTS SEEKING TO CANCEL CONTRACTS FOR THE NEXT ACADEMIC YEAR

During the spring semester, current students who wish to continue living on campus will sign up for housing during the sign-up period (mid-February). Should these students decide to cancel their housing after signing said contract, the following timeline exists for refunds and additional penalties:

1. **MAY 1st**: Those canceling their housing contract on or before May 1st will be refunded the housing deposit.
2. **May 2nd through June 1st**: Students canceling their housing contract during this period will forfeit the housing deposit and have no additional breach charge.
3. **BEGINNING JUNE 2nd**: Students canceling their housing contract on or after June 2nd will forfeit the housing deposit and may be assessed a \$300.00 breach-of-contract fee.

All requests to cancel housing must be done in writing to the Office of Housing and Residence Life and include the following: name, ID#, reason for cancellation (transfer, withdraw, moving off campus, etc. . . .) It is acceptable to submit this by letter (postmark), email (day/time stamp) or filling out a form in the office (date received).

Appeals of forfeited deposits and breach fees can be made in writing to the Director of Housing and Residence Life.

PETITION FOR RELEASE FROM CONTRACT FOR SPRING SEMESTER

Students eligible for release are:

1. Students graduating in December.
2. Student teachers or those involved in full-time internships for University credit, beyond a 20-mile radius of campus.
3. Students studying abroad for University credit.
4. Students transferring or withdrawing from the University.

All petitioners requesting release from the housing contract for the spring must speak with their Resident Director, Area Director or Housing Office and fill out the Contract Cancellation Request with him/her present.

- Requests received by **October 14, 2011** - the student will receive a deposit refund and the breach of contract fee will be waived.
- Requests received from **October 15, 2011 to November 22, 2011** - the student will forfeit their deposit but the breach of contract fee will be waived.
- Requests received **after November 22, 2011** - the student will forfeit their deposit and may be assessed a \$300.00 breach-of-contract fee.

Once a student cancels their housing contract they have the right to withdrawal the cancellation request within two days to remain eligible as an on campus student. Students, who in the spring semester will be studying abroad, doing an internship, or student teaching, as outlined above, are guaranteed housing in the fall semester immediately following their lapse in residency. However, these students must notify the Housing Office in writing of their desire to live on campus in the fall by January 1st and provide the office with information on how to contact them regarding housing sign-up.

The same process applies for students who live on campus in the spring and will be away the subsequent fall semester because they are student teaching, studying abroad for SU credit, or doing an internship for SU credit. If these students wish to continue to live on campus in the spring semester after their fall experience, they need to contact the Housing Office by May 1st and provide contact information so that they can be sent sign-up materials.

ASSIGNMENT POLICIES AND PROCEDURES

First-Time Residents

When students are admitted to the University, if they have indicated a preference for living on campus, they are either **Reserved** housing or put on a **Waiting List** for on-campus housing. Students who are given a **Reserved** housing status upon admission to Salisbury University must then complete the housing application and pay the \$300 housing deposit during the application period in order to be eligible for an assignment. After the application process is completed, the **Reserved** status will be changed to **Guaranteed** status.

The date the University receives the student's housing deposit becomes the **Housing Deposit Paid Date**. The assignment process itself is automated and the **Housing Deposit Paid Date** determines the order in which the assignments are made.

Students who are **Reserved** housing will receive a mailing from the Housing Office both during the fall and the spring semester with instructions about the on-line application process. The required housing deposit is separate from the \$200 admission acceptance fee. If the student follows the on-line application instructions and pays the housing deposit within the specified time period, he/she will be assigned an on-campus space for the designated academic year or the portion thereof. Assignments are sent the middle of July (for the fall semester) and mid-January (for the spring semester). There is no guarantee that a building or roommate preference will be met. Both roommates must list each other by student ID number on their housing applications in order for the system to even consider them as a potential match.

Be advised that students whose **Housing Deposit Paid Date** placed them at the end of the guaranteed housing contract list may be placed in an over-assigned space. As vacancies occur, students are moved into those open spaces. If an insufficient number of vacancies occur, then the initial assignment becomes the permanent assignment for the semester. The Residence Hall Information Book provides detail about the over-assigned spaces.

All housing and room assignments are made by the Housing and Residence Life Office in full compliance with the University's policy of non-discrimination.

It is the student's responsibility to ensure that the University has the correct mailing address, e-mail address, and phone number, including a cell phone number if possible, for all official correspondence relative to bills, housing assignments, etc.

Wait-listed Students

The Admissions office places students on a wait-list for housing by **Acceptance Paid Date**. If a vacancy occurs, an offer is made to the next student on the wait-list. Additionally, offers may be made for an initial assignment to an over assigned space with the same parameters as listed above. Students not offered housing but who want to remain on the wait-list must confirm it with the Housing office within the first three days of classes. The old wait-list does not roll over to the subsequent semester.

RATES AND REFUNDS

Housing Deposit Use and Refund

Payment of the \$300 room deposit reserves the student's space for the ensuing academic year. The deposit will be held in escrow from the time of payment until the spring semester of the academic year to which it applies; the deposit will then be moved from the escrow account to the student's account and credited to the total tuition, fee, and room and board bill for the spring semester.

Students who are coming into SU for the first time and cancel their housing contract must let the Housing Office know in writing. **New students are not eligible for a refund** of the housing deposit, including cases where they withdraw from SU or go to another school. Furthermore, should the new student remain enrolled at SU but decide to live off-campus after paying the housing deposit, she/he will both lose that deposit and also be charged a \$300 breach-of-contract fee. If a student's admission is revoked due to failure to meet academic standards, they will lose their housing deposit.

Returning or current students who need to terminate their contracts must follow requirements listed elsewhere in this booklet, at "Returning Students Seeking to Terminate Contract."

Any cancellation notice and/or request for a deposit refund, whether from a new student or a current student, must include:

- student's name
- student's SU ID number
- contact information (home address, phone number)
- the specific reason for termination (transfer, withdrawal, moving off campus, etc.)
- an indication of whether or not the student will remain enrolled at the University.

Refund Policy for Room Cost for Entire Semester

The University has established a refund policy for semester room cost that is based on the number of days the student has occupied a residence hall. Please be aware that the student who checks in and stays even one day forfeits the \$300 housing deposit and incurs an additional \$300 breach-of-contract fee.

ROOM CHANGES

Room changes can occur during the third week of each semester. In this case, it is the student's responsibility to identify the proposed change. All impacted residents must agree to the move. Residence life staff must approve the final arrangement. Room changes between semesters will be permitted on a case-by-case basis, with a priority given to documented roommate conflicts. No request for a change is guaranteed to be fulfilled. Students living with an individual leaving the University between semesters (i.e., a December graduate, transfer, academic dismissal, etc.) will be assigned a roommate during winter break and receive that assignment mid-January by mail. Information regarding final assignments will not be given out by telephone. The University reserves the right to reassign students if a room, cluster, floor or larger unit can be

closed or converted for another purpose in the best interests of the University. Rates will be adjusted accordingly.

RESERVATION PROCEDURES FOR RETURNING RESIDENTS

The housing contract is for the full academic year. Students residing on campus during the fall semester are guaranteed their rooms for the spring semester. During the December billing period, a bill for the spring semester will be automatically generated for all on-campus residents. In order not to be billed, December graduates, student teachers/interns beyond the 20-mile limit, and transfers/withdrawals must notify the Housing Office by the previously listed dates above.

ROOM RE-APPLICATION PROCESS

Each year, the assignment process varies, depending on the variables presented by the demographics of the students currently living on campus and the university's housing philosophy. This material is presented each spring by the Director of Housing and Residence Life.

During the spring semester, students currently living in the residence halls who wish to reside on campus for the next year are required to complete a new online application. Those who are eligible to complete the housing application, accompanied by the housing deposit, within the designated time are guaranteed on-campus housing during the following academic year.

Returning students who have filed an online application will be assigned a random number. Random numbers are assigned once the online application process is completed and a determination can be made of the number of students who are applying to live on campus the following year. The random number may be used in the event of a tie during the assignment process.

The following students are ineligible to apply for housing:

1. Students who have failed to earn a 2.0 GPA by the time they have accrued 60 credits.
2. Students who have lived in a residence hall for a total of eight semesters. (Exception: Seniors who will graduate in December are eligible to apply for fall housing.)
3. Students who have completed an undergraduate degree.

Returning Student Housing Options:

1. **St. Martin Hall:** four students sign up to live in a two bedroom with connecting bath setup.
2. **Chesapeake Hall:** eight students sign up to live in a 4 bedroom, 2 bath apartment with a common kitchen, living and dining areas and in-apartment laundry facility.
3. **Dogwood Village:** single student housing by building.
4. **Seagull Square:** Apartment-style living for up to 4 students including a common kitchen, living and dining areas and in-apartment laundry facility.

WINTER TERM AND SUMMER SESSION HOUSING

Winter and summer housing is limited, so to ensure housing, students must sign up in the Housing Office prior to the start of the winter and summer sessions. Students who fail to follow this timeline will not be guaranteed housing and on-site registration is done on a first-come, first-served basis. Directions for payment and check-in will be given at that sign-up. All policies and regulations governing the regular academic year are in full effect during these sessions.

DAMAGE ASSESSMENT

The student is responsible for any damage, misuse or theft of University property in the room and is required to pay for the replacement cost or repair costs (including reassembling dismantled furniture) when applicable. The student is also responsible for calling Facility Repair (410-677-3097) to report the damage so that a work order for repair can be issued. The costs of damages to public areas and other portions of a hall may be determined and divided among the residents of the area affected, e.g., cluster, floor, house or building. Depending on the nature of the damage, other sanctions may be assigned through the judicial process. The minimum fine shall be \$25 per individual.

CONTRACT ADDENDUM FOR CHESAPEAKE HALL AND ST. MARTIN HALL

By acceptance of this contract, I acknowledge, agree to, and understand the following additional provisions:

1. Residents are individually and collectively responsible for maintaining a sanitary environment within their cluster/suite during the course of this contract.
2. Residents are responsible for the provision of all supplies needed to fulfill their cleaning responsibilities and for the routine operation of their cluster/suite.
3. Failure to maintain an adequate level of sanitation in a cluster/suite will be considered a breach of the contract by those person(s) held responsible and will provide sufficient cause for the University to terminate the contract(s).
4. Residents are individually and collectively responsible for cleaning the common areas and bathrooms prior to checking out of their rooms.
5. Hanging anything on the railing is prohibited. Placing personal belongings outside of your room is also prohibited. Violators will be warned. Subsequent incidents will result in disciplinary action.
6. Chesapeake Hall residents are responsible for the condition of all University supplied common area furniture, appliances, and trashcans.