

Housing & Food Service Contract 2020-2021

Thoroughly review the information below. As this is a legally-binding agreement, you must read the contract before signing it below.

Introduction

Hood College provides a comfortable living environment in its residence halls to those full-time, undergraduate students who wish to live on campus. First-year, sophomore, and junior students who are not living with their parents within 30 miles from campus are required to live on campus (in accordance with the College's residency requirement). Students whose academic load drops below the 12-credit minimum for full-time status must have the permission of the Dean of Students to remain in residence.

Governance of the residence halls is shared by students and Residence Life staff within guidelines established by the Student Life Team. The College employs para-professional Resident Assistants (RAs) and professional staff members to assist students in personal issues and conflict resolution, community building, and to enforce College policy. Students are required to attend the hall meetings and are responsible for the information transmitted at these meetings.

Hood College offers an integrated room and board plan to all residents. Students residing in on-campus College housing must participate in one of two board plans, designed to ensure lodging and meals for the student specified in the agreement and, therefore, non-transferable. First-year students are required to take the All Access meal plan. Students residing in apartments or houses may, additionally, select a commuter board plan or choose the waived meal plan option. The agreement remains in effect for the academic year as long as the signer remains enrolled at Hood College; or, until such action to remove a student from residence might be recommended to the Dean of Students or designee by a constituted judicial (student conduct) system and such a recommendation is accepted; or, as an administrative decision by the Dean of Students or designee.

Definitions. For the purposes of this agreement the terms "residence hall," "residential system," and "residence halls" are understood to include any facility in which Hood College provides housing to students, including, but not limited to, traditional residence halls, on- and off-campus facilities leased and/or owned by the College, language houses, and honors houses. The terms "resident(s)," "resident student(s)," and "student(s)" are understood to reference the Hood College student(s) living in such housing. The term "College" is understood to mean Hood College of Frederick, Maryland. The term "Agreement" is understood to reference this Housing & Food Service Contract and incorporated documents specified herein.

Severability. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this agreement, but

this agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement

General Conditions

Student Rights and Responsibilities. (1) Each student who resides in a residence hall at Hood College has the right to expect their room to be in good repair and to include basic furnishings of bed, mattress, desk, chair, dresser, and closet space (which may be shared amongst roommates). (2) Hood College respects each student's ability to select a room via the applicable room selection process but reserves the right to assign and/or re-assign residents as deemed necessary; students may be assigned to open spaces by Hood College at any time. Per College policy, first-year students and sophomores are required to have roommates. During the summer, Residence Life staff will assign new students and unplaced returning students to a room/roommate for the fall semester. Students may request a room/roommate change by participating in the room change process delineated on the Residence Life website and email communications which specifies when such requests may be made and what steps are necessary for approval of the request; changing rooms and/or occupying space without approval may result in fines of \$25 per day and/or judicial (student conduct) action by the College which may include a requirement that the student move back to her or his originally assigned space. (3) Whenever possible, resident student's opinions will be sought in the establishment of procedures and policies regarding residential living and in judicial (student conduct) proceedings addressing violations of procedures and policies. (4) Students do not have a contractual right to host guests and visitors, rather this is a privilege extended by the College. In exercising this privilege, students have responsibility to comply with the "Guests and Visitors" policy in the Student Handbook and assume responsibility for the conduct of the guest or visitor. (5) Students have a responsibility to adhere to all College policies and procedures including, but not limited to, those governing student conduct and compliance with the requests of College staff and officials. Failure to meet these responsibilities is a violation of the general conditions of this Agreement.

Room and Board Period. The Housing & Food Service Contract stipulates that a student occupies a space in the residential system for the academic year (fall and spring semesters), unless the student enters in January and resides during the spring semester only. The Agreement covers the academic year and does not provide housing or board when the College is closed, (i.e., Thanksgiving Break, Winter Break, and Spring Break). The Agreement automatically terminates when the student leaves Hood College (note "Room Fee Refunds" section). Students leaving residence due to a Hood College academic program may be released from the contract provided the arrangements for leaving residence are completed before registration day of the semester involved. Students leaving residence mid-year due to other reasons (e.g., commuting from home) must get permission from the Director of Residence Life. A student may be dismissed from residence by procedures outlined in the judicial (student conduct) system or by the Dean of Students or designee, if it is determined that the student's behavior violates college policy; if the

student is no longer regularly attending classes; or if the student is involuntarily withdrawn by the Health and/or Counseling Center.

Meal Plan Options. Hood College offers an integrated room and board plan. The College offers two meal plan options for on-campus students: (1) an All Access meal plan and, (2) a 10-meal plan. (1) The All Access meal plan option offers a student all daily meals of continuous dining per week during the scheduled hours of operation in Coblenz Dining Hall, where any combination of meals may be used, plus \$100 Blazer Bucks per semester for use in any of the dining facilities, and five guest meals per semester in the Dining Hall. (2) The 10-meal plan offers students 10 meals per week of continuous dining during the scheduled hours of operation in Coblenz Dining Hall where any combination of meals may be used but must not exceed 10 meals per week, plus \$200 Blazer Bucks per semester for use in any of the dining facilities, and three guest meals per semester for use in the Dining Hall. For the aforementioned plans, unused meals and credits are forfeit (do not roll over to the next period).

Additionally, the College offers two meal plan options for students residing in Marx Center, Duplexes, and Language Houses. (3) The Commuter meal plan option offers a student 50 meals to be used throughout the course of a semester during the scheduled hours of operation in Coblenz Dining Hall, where any combination of meals may be used but must not exceed 50 meals per semester, plus \$400 Blazer Bucks per semester for use in any of the dining facilities. Unused meals and credits are forfeit (do not roll over to the next period). (4) The Waived meal plan option allows off-campus residents to opt-out of a meal plan entirely in recognition of the kitchen facilities available in off-campus leased housing and the desire of some students to prepare their own meals.

All first-year students are required to participate in the All Access meal plan option. Upperclass students will select their meal plan option for the upcoming academic year during the spring semester room selection process. Upperclass students wishing to change their meal plan option must submit their request in writing to the Office of Residence Life to be received prior to the start of the first day of classes for the semester in question. Meal plans may not be changed once classes have started. Meals purchased are non-transferable. If the student does not select a meal plan, the All Access meal plan option will be assigned.

Room Fee Payment. Residential room fees are collected each semester. While the housing agreement is in effect for the entire academic year, collecting fees per semester is designed to ease the student's financial burden. Room fee payments are due when tuition bills are due.

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Changing Residential Status. Students who have electronically signed a housing contract may not later change to commuter status during the period of the contract. The exception to

this is if there has been a substantial financial hardship which was unknown at the time of entering into this housing contract, or if exigent circumstances exist which are extreme warranting the necessity of living off campus; the student would need to complete detailed documentation with the Director of Residence Life and Student Conduct and be approved in order to be released from this contract. It is very rare to be released from the housing contract to live off campus. Those ultimately approved must pay a \$500 contract cancellation fee.

The deadline to request from the Director of Residence Life and Student Conduct to change from commuter status to residential status is October 31 for the upcoming spring semester and June 1 for the upcoming fall semester to guarantee space on campus; changing from commuter to residential status is contingent on the availability of space.

Room Fee Refunds. Students must notify the Office of the Registrar promptly of any intention to withdraw or transfer. Room fees are 100 percent refundable if a student withdraws prior to the first day of classes, notwithstanding applicable cancellation fees. **Thereafter, no refund is granted.** Please note that the acceptance of an internship after the semester begins, withdrawal from Hood due to illness, or dismissal for academic or social reasons does not result in a refund of the room fee.

Board Refunds. Mid-semester pro-rata refunds of board payments are made upon withdrawal or transfer from Hood or a change to commuter status. This refund is calculated on a weekly basis according to the meal plan option selected for that given semester. The pro-rata refund policy applies to board only.

Damages. Residents have an opportunity, at the initial time of room occupancy, to list any damages or missing items in their respective rooms on a room condition form. When a student leaves the residence hall, members of the College staff will check the room to ensure that no additional damages have occurred. In addition, residents must clean the space and leave it in the same or better condition from move-in. If there are damages or fees, the charge will be assessed on the student's account and must be paid in a timely manner.

Miscellaneous. While Hood College recognizes and respects the rights of students to have privacy with respect to their person and personal belongings, the College will exercise control over the residence halls, when necessary, to preserve a wholesome learning and living environment, to provide adequate maintenance and protection of its property, and to protect the health and safety of all persons in the living environment and/or on the campus. The College reserves the right to enter residential spaces (including all living spaces/rooms) and, if circumstances warrant, to search student rooms within the procedures outlined in the "Search and Seizure" section of the Student Handbook. The College also reserves the right to reassign students within the residential system as deemed appropriate (including consolidation of assignments) by the Dean of Students or Director of Residence Life and Student Conduct, as well as to designate areas for special use.

All-Gender Rooms. Returning/continuing students may choose a all-gender housing assignment in the room selection process. An upperclass male and female may choose to live together in a residence hall shared room. Should any student depart their apartment housing assignment, the remaining roommate(s) would have 72 hours to find a replacement roommate to fill the vacancy; if a replacement is not found, the space would be designated as single-gender for administrative assignment; this would result in the apartment roommate or triple/quad roommate of the departing student moving to another housing assignment to allow for the space to be available as a single-gender for the duration of the academic year.

Study Abroad. Students studying abroad in the fall semester may not select fall housing; they may select housing for the spring semester by contacting the Office of Residence Life prior to October 31 for details. Students studying abroad in the spring semester may select fall housing. Roommates of students studying abroad will need to plan to receive another roommate when the student moves out.

Emergency Contact Information. All resident students are required to provide the College with contact and related information for use in emergency situations, at the sole discretion of the College. It is the sole responsibility of the resident to ensure the accuracy of this information (including updates, made within Self Service, if changes should occur).

Mobile Phone Information. All resident students are required to provide the College with a mobile telephone number for contact purposes (through Self-Service > My Profile > Phone Numbers) and to update it if it changes. It is the sole responsibility of the resident to ensure the accuracy and functionality of the telephone number they provide. Residence Life staff will provide the mobile phone number to the RA and resident's roommate (or potential roommates) as a point of contact. The College does not release or publish telephone numbers to parties external to the College. Faculty and staff who routinely utilize telephone numbers will have access to this information. Students who do not possess a mobile telephone will be required to provide an alternative means of contact

Discrimination Disclaimer. Hood College does not discriminate on the basis of sex, race, color, national origin, sexual orientation, marital status, pregnancy, disability, religion, age, or any other protected classification under applicable federal, state, or local law, in recruitment, admission and access to, or treatment, or employment in its programs, services, benefits, or activities as required by Title IX of the Educational Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Title VI and VII of the Civil Rights Act of 1964, the Age Discrimination Act, the Americans with Disabilities Act Amendments Act, and their implementing regulations. Hood College complies with applicable laws regarding reasonable accommodation for disabled students and employees. Applicants requiring reasonable accommodation in order to participate in the application process, or to have access to a program, service, or activity of Hood College are requested to contact the Disability Services Coordinator.

Liability. Hood College shall not be liable directly or indirectly for loss or damage to personal property by fire, theft or other cause. Residential students are encouraged to

review their family homeowner's insurance policy for coverage of personal property while away at college or while belongings are stored in Hood College facilities or purchase separate coverage.

Conflict Resolution Policy. The College recognizes that conflicts may arise between students sharing residence hall rooms, regardless of whether the students were assigned to room together or requested to share a room. Learning to deal with conflict and becoming skilled in the successful resolution of differences are important benefits of the residential experience. While stressful, conflict does not constitute a crisis nor necessarily mandate the need for room changes.

Furthermore, Hood College believes that living in campus housing is not an irrevocable student right. Rather, it is a privilege, which is earned through willingness to live in peace and harmony with others and to commit oneself to actively working to resolve conflicts that arise. The following policy regarding roommate conflict is designed to help students resolve disagreements.

Roommates who experience conflict are expected to participate actively in efforts to resolve that conflict. Active participation in conflict resolution processes may be required before a request to change rooms and/or roommates is considered.

(1) Roommates in conflict should first negotiate with each other. Roommate Negotiation resources that provide guidance in negotiation are available from the Residence Life Staff, Dean of the Chapel, or the Counseling Center Staff. Roommates are required to create/sign a roommate agreement that outlines behavioral guidelines for the roommates and room.

(2) If negotiation is unsuccessful, roommates should then seek the help of a mediator. Resident Assistants and professional staff members are trained in mediation techniques. Students may also be referred by the Resident Assistant to the Residence Life Office for mediation, if the Resident Assistant believes the case would be handled more appropriately by a full-time staff member.

(3) If negotiation with a mediator is unsuccessful, or should one or both roommates be unwilling or unable to reach a workable, non-coerced compromise, the conflict will be referred to the Director of Residence Life or designee who will work with the students to find a solution. This could involve one or more of the following options:

(A) The Director could approve a room and/or roommate change by offering the student a space in a room with another student. Likewise, the Director could administratively assign both or one of the students to a new room with a new roommate.

(B) The Director could refer the student to additional resources within the residence halls/campus resource system.

Note: it is a student's responsibility to confront their roommate on failing to abide by stipulations of the agreement and to subsequently refer that student to the Office of Residence Life.

Any student who refuses to mediate or who, having agreed to mediation fails to abide by the agreements or the guidelines imposed, loses the privileges awarded to resident students, in the following order:

- (1) First, the student may lose the privilege of choice in the present situation. For instance, if it becomes necessary to separate roommates, the roommate who refuses to mediate or who violates an agreement stipulated by mediation may lose the choice of staying in the room or moving, or of requesting another room or residence hall.
- (2) In more serious cases, or for repeated offenses, the student may lose the right to exercise choice of residence hall or room or both for the upcoming year. During the roommate assignment procedure in the spring semester, the Director of Residence Life will assign the student to a room and residence hall.
- (3) Finally, in very serious or repeated cases of failure to abide by mediated agreements, the student may lose the right to reside in Hood-sponsored housing for the remainder of the semester or for the remainder of their enrollment at the College.

Note: It is a student's responsibility to document the steps s/he has taken to correct the situation/confront his/her roommate upon violations of the contract, etc. A student MUST confront his/her roommate on the situation before any room and/or roommate changes will be considered.

Termination by the College

The Housing & Food Service Contract may be terminated by the College upon violation of the general conditions of this Agreement. As noted in the "Room Fee Refunds" section, such termination does not result in a refund of the room fee. Any revisions or additions to housing policies will be communicated clearly to residents. Once communicated, the changes and additions are incorporated into the Agreement conditions and are immediately applicable. All policies outlined in the Student Handbook are presumed to be incorporated in this Agreement.

If you have further questions or desire clarification of any information in this agreement, please call or write the Office of Residence Life, Hood College, Frederick, MD 21701, (301) 696-3577, or e-mail residencelife@hood.edu.