MOHAWK VALLEY COMMUNITY COLLEGE DORMITORY CORPORATION
ROOM AND BOARD AGREEMENT 2013-2014

Term of Agreement:

THIS AGREEMENT IS FOR THE FULL 2013-2014 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF. Housing for future academic year(s) is NOT guaranteed and is determined by a Room Selection Lottery to be held each spring semester. Taking possession of a room key in the first semester of occupancy activates this Room and Board Agreement, except where noted otherwise.

Residence Hall Expenses: PER SEMESTER (Subject to minimal annual increase by Board of Directors; not to exceed 5%).

These costs are **all inclusive** for room, meals, utilities, cable TV, high-speed Internet and Phone service.

Room Cost		**Meal Plan**		**Fees**	
Regular Double	$2,750	#1: Platinum	$1,825	Security/Damage Deposit	$100
Compact Double	$2,500	#2: Gold	$1,825	Social	$25
Triple	$2,300	#3: Silver	$1,825	Welcome Weekend *(1st time students only)*	$40
Suite Double (New Hall Only)	$3,050	#4: Bronze	$1,550		
Suite Single (New Hall Only)	$3,450				

Security/Damage Deposit:

A $100.00 deposit will serve as a security deposit until you take possession of your room key in the first semester of occupancy. Any student who fails to take possession of the room as scheduled will forfeit the deposit, subject to the Deposit Refund Schedule. After taking possession of a room, the deposit serves as a damage deposit. This deposit will be refunded within approximately thirty (30) days of terminating occupancy, subject to the following:

a) Charges will be made against the deposit for any room damage or loss beyond normal wear. Liability for damages is not limited to the amount of the security deposit.
b) Charges will be made against the deposit for damages to main areas, which are deemed the responsibility of all students in that area, if individual responsibility is not determinable.
c) Charges will be made against the deposit for failure to return Residence Hall keys or similar property.
d) Charges will be made against the deposit for improper check-out, not to exceed the refundable balance after all other charges have been applied.
e) Charges will be made against the deposit for any other outstanding financial obligation due the College or affiliated agencies.
f) Charges will be made against the deposit as noted in the Room and Board Agreement release policy as noted below. This charge will be applied first to deposit. Any additional fees or damage typically deducted from deposit will be billed to student.

Security/Damage Deposit Refund Schedule		
Written Notice of withdrawal must be received in writing or electronically by:	**Fall Semester** May 31, 2013	**Spring Semester** December 1, 2013
Note: A deposit paid after May 1 (Fall Semester Deposit) or November 1 (Spring Semester deposit) is refundable for a period of 30 days. However, in no case will the deposit be refundable as of one week prior to scheduled occupancy.		

Room Agreement Release Request:

THIS AGREEMENT IS BINDING FOR THE FULL 2013-2014 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF. Residents who request to terminate this Agreement for any reason or become ineligible to continue residency, are subject to the schedule below. The MVCC Dormitory Corporation, in its sole and absolute discretion, reserves the right to deny any and all requests for terminations, or delay a decision, when it is projected that occupancy rate will be below budgeted projection.

Residence Hall Room and Fee Liability and Board Reduction Schedule (Subject to Agreement Release Approval):

1st semester of student's occupancy in academic year: "Adjustment Weeks"

*Prior to the start of classes. 0%
*During the 1st calendar week of classes. 25%
*During the 2nd calendar week of classes. 50%
*During the 3rd calendar week of classes. 75%
*After 3rd week of classes – December 1, 2013: 100%

*Automatically released from Agreement for Spring semester.

2nd semester of scheduled occupancy in academic year.

Written notification received or date of ineligibility:

*No later than December 1, 2013 0%
*December 2, 2013 – 2 days after grades posted on SIRS. 10% (Forfeiture of Security Deposit) (10% Waived if Ineligible)
*Above date – 1 day before Spring 2014 classes: 25%

*During the 1st calendar week of classes. 25% (Forfeiture of Security Deposit)
*During the 2nd calendar week of classes. 50%
*During the 3rd calendar week of classes. 75%
*After the 3rd calendar week of classes 100%

Meal Plan (Board) Reduction Policy: Meal Plan reduction will equal the number of full days left in the semester and unused Hawk Dollars, less a $20.00 service charge for processing the meal plan cancellation. No cancellation allowed the last two weeks of the semester. A student will become eligible for a Meal Plan Reduction upon Residence Hall Withdrawal by signing their Room Inventory Form and returning keys. Notes:

a) Reductions of room and board fees will be based upon date of completed Residence Hall check-out procedures including return of keys, removal of personal property and completion of Room Inventory Form.
b) Room, Board and Fee Liability & Reduction policy is subject to revision in order to complement the most recent Mohawk Valley Community College refund policy.
c) Refunds are available when all outstanding financial obligations due are satisfied.
d) In the event the Corporation must use legal remedies to collect a balance due, collection fees, in addition to the balance due, will be the responsibility of the student.
e) Appeals to the policy, such as in the case of a medical reason, may be made in writing to the M.V.C.C. Dormitory Corporation, no later than thirty (30) days after the end of the academic year in which the charges were incurred, when possible.

Section 484B of the Higher Education Act of 1965 (Title IV HEA): The Dormitory Corporation reserves the right to bill any/all students for room and board costs incurred beyond his/her last date of attendance.

Unconditional Rights of the Dormitory Corporation:

a) The College reserves the right to enter/inspect rooms for health, safety and maintenance reasons. This includes the right to enter a student's room and/or suite, or any other area, whenever there is reason to believe that there exists therein a danger to person or property or a violation of College and/or Residence Hall rules which may have the potential of negatively impacting on the educational goals of yourself, others or the College.
b) The College/Dormitory Corporation may terminate the Room and Board Agreement and take possession of the room at any time for violation of the rules and regulations as enumerated in the Student Handbook, the MVCC Code of Conduct, this agreement, or for non-payment of Residence Hall fees.
c) Residence Hall staff and College staff are delegated responsibility to take action necessary to insure the health, safety and welfare of the students and the Residence Halls. The responsibility of the interpretations of the Residence Hall rules, as well as their enforcement, is solely that of the Residence Hall and College staff.

Use of Residence Halls:

a) A room may only be occupied by the student(s) assigned to it.
b) Permanent check-out procedures include removal of personal belongings, completion of the Room Condition & Occupancy Form with a staff member and return of room key(s) to a staff member by the student. Failure to remove personal belongings upon residency termination or deadline will imply authorization for Residence Hall officials to remove/discard property from room. (See item "e" below) A $50.00 charge will be levied in addition to forfeiture of deposit.
c) All students must vacate the residence hall and follow check-out procedures for each break and at the end of each semester.
d) The student may leave personal belongings in assigned accommodations during periods of recess only, not the conclusion of academic year, at the student's risk, providing they are returning to the same room assignment after the recess.
e) Students who withdraw or are academically dismissed between the Fall and Spring semesters are required to remove all personal belongings from their room and follow proper check-out procedures no later than January 10, 2014. See 'b" above.
f) Students who withdraw from the college mid-semester are required to remove all personal belongings and follow proper withdrawal procedures on the same day on which the withdrawal becomes effective. See "b" above.
g) A student will have no right to enter, use or occupy the residence hall during any period when college is not in session.
h) Students will be held financially responsible for the condition of their room and its furnishings and for any loss or damage other than normal wear that may occur. Damage to property in common areas is deemed the responsibility of the students in that immediate area, if responsibility cannot be determined.
i) Students are responsible for daily cleaning and care of their room which maintains a hygienic atmosphere.
j) A student is expected to maintain personal hygiene which creates a pleasant atmosphere.
k) Students are liable for theft, damage or loss to their personal property except where legal negligence of others applies. Neither the college nor the Dormitory Corporation carry or provide insurance for the personal property of others and will not be responsible for theft, damage or loss.
l) Any student convicted of a felony or placed under parole, conditional release, domicile restriction or county supervision, to include probation, conditional discharge or ACD (Adjourned in Contemplation of Dismissal) while already in the Residence Halls MUST notify the Office of Residence Life immediately. This may or may not affect continued residency.

Room Assignment:

a) Room assignments are made in reference to 1- New Residents: the date the $100.00 Security/Damage Deposit and Resident Application Form was received/approved, when possible 2- Returning Residents: number assigned in Room Selection Lottery.
b) The Dormitory Corporation does not guarantee a room assignment and/or roommate requests.
c) The Dormitory Corporation reserves the right to re-assign students where it is determined to be in the best interest of the Dormitory Corporation, the college and/or student body.
d) The Dormitory Corporation reserves the right to temporarily triple rooms. The student account will be adjusted to reflect triple room rate for the dates that room was tripled.
e) All room assignment changes must receive prior approval from a Resident Director or the Residence Life Office.
f) Room Assignment will be cancelled for a student who does not take possession of room keys prior to the 3rd day of classes.

POLICIES:

Academic Eligibility:

Initial Eligibility – New MVCC Applicant

• A minimum cumulative high school average of 72 at time of Admissions application **OR** a GED minimum score of 2400 **OR**

• Transfer student who attempted a minimum of 12 equivalent credit hours & earned a minimum 1.7 housing review GPA in their most recent semester.

Initial Eligibility – Current non-resident MVCC Student or past MVCC Student

Currently in 1st semester at MVCC

• The above requirements **AND** currently attempting a minimum of 12 equivalent credit hours and earn a minimum 1.7 housing review GPA at end of semester.

Completed at least one full-time semester at MVCC

• Attempted a minimum of 12 equivalent credit hours and earned a minimum 1.7 housing review GPA in their most recent semester.

Continued Eligibility – Current Residence Hall students may continue to reside in the Residence Halls ONLY IF the previous semester housing review GPA was greater than or equal to a 1.0.

Academic Requirements:

Any student residing in the Residence Halls must be a full-time student; engaged and attending classes. "Late start" or "B" term courses may be used in determining full-time status. However, in no case will a resident be eligible to remain in the residence halls with less than six (6) credit hours currently in session without special permission from the Residence Life Office. Students must pre-schedule the next semester classes prior to the close of the present semester. Student agrees to participate in College academic intervention programs, as necessary.

Age:

All residence hall students must be a minimum 18 years of age no later than the end of their first semester of occupancy.

Appliances/Cooking:

Cooking is not allowed in the Residence Hall rooms or public areas. The possession or use of ANY heat producing cooking appliance is prohibited. Exceptions to this are 1- the use of the microwave oven provided in each Residence Hall, 2- the use of a Microwave in the New Hall Gathering Area and 3- the kitchen equipment available for student use. Air conditioners, space heaters, coffee makers, electric blankets, heating pads, holiday lights, microwave ovens in student bedrooms, lava lamps, halogen lamps, neon signs, power tools and any other electrical appliance/device that, in the opinion of the staff or the New York State Office of Fire Prevention and Control, is hazardous to operate in the Residence Halls is prohibited. Clothes irons and "Hair Straighteners/Curling Irons" must be auto-shut off. Any non-prohibited electrical appliance/device must be "UL" approved.

Candles, Incense and Air Freshener:

The use or possession of candles, incense or "plug-in" type air fresheners is prohibited. Confiscated items will be discarded.

Code of Conduct:

Resident must comply with all policies within the MVCC Student Handbook/Planner, the MVCC Code of Conduct and any applicable federal, state or municipal laws, codes, rules or regulations.

Extension Cords/Plug Adapters:

Standard household extension cords (zip cords) and plug adapters are not allowed. If additional outlets are needed, the only acceptable extension cord is a "UL" approved 14 gauge/15 amp strip style surge protector with an on/off switch. Confiscated prohibited devices will be discarded.

Fire Safety:

Arson, deliberately activating a fire alarm when no such emergency exists, tampering with any part of the fire alarm system or fire protection equipment and failure to evacuate a building during a fire alarm are strictly prohibited. Only paper based wall decorations, covering no greater than 50% of any wall are allowed unless student can prove the item is fire retardant or has been treated according to the standards of NFPA section 701.

Hypodermic Needles:

The proper disposal of medically necessary hypodermic needles is required. Students who use needles for medical reason must dispose of them through a "Sharps" container in consultation with the Health Center.

Students are required to follow the most recent Internet Acceptable Use Policy, on http://resnet.mvcc.edu, and telephone/cable television use policies.

Safety & Security:

Students are responsible for the general security of their residence hall, and acts that compromise building security are prohibited. Specifically, students are prohibited from propping open any doors. Students are expected to lock their room doors and carry their key(s) and proximity card.

Solicitation/Commerce:

Solicitation and/or commerce by a student or any other person are not permitted without the prior approval of the Administration.

Weapons/Explosives/Flammables:

Firearms, explosives, ammunition, unauthorized knives or other items that could be considered a weapon are prohibited. Flammable liquids and dangerous chemicals are also prohibited. No one shall possess or use any spring loaded or air-powered "weapon"/item which is capable of producing a projectile that can or may cause injury or damage.

Windows:

Removal of or damage to windows/screens or placing any objects outside the window is prohibited. Leaning/jumping out of any window is prohibited.

NOTICE: Security Cameras are used on the premises to record and/or monitor activities and aid in the investigation of incidents.

Meal Plan (Board) Agreement

All students assigned a residence halls room are required by policy to participate in a meal plan. Meal Plans are provided by Sodexo Education Services which contracts with the College to operate food service on campus.

Plan 1 – "Platinum" - 19 meals per week & $100 in "Hawk Dollars"	Plan 2 – "Gold" - 14 meals per week & $175 in "Hawk Dollars"
Plan 3 – "Silver" - 10 meals per week & $275 in "Hawk Dollars"	Plan 4 – "Bronze" - 10 meals per week only

"Hawk Dollars" (Declining Balance): The declining balance portion of the meal plan, known as "Hawk Dollars" can be used toward purchases in the MV Commons Snack Bar, Resident Dining Hall and any other on-campus retail operation which accepts Hawk Dollars. Additional "Hawk Dollars" can be purchased directly from Sodexo. Any remaining "Hawk Dollars" at the close of the Fall semester are transferable to Spring semester, providing you continue student status. Any remaining "Hawk Dollars" at the close of the Spring semester are non-refundable.

Hawk Dollar "Plus" Option: The "Plus" option will add $100 in "Hawk Dollars" per semester to any meal plan which already includes "Hawk Dollars".

Meal Plan Changes: Meal plan reductions are limited to the first two weeks of classes. A change from plan 1, 2 or 3 to plan 4 is subject to Auxiliary Services Corporation approval. Students who have used "Hawk Dollars" in excess of the amount allotted in the new plan are responsible for the difference.

Dining Hall Schedule: Meals will begin in the Fall semester with dinner on the evening before classes begin. During scheduled College recesses, the last meal before the recess will be lunch (unless otherwise notified via menu). Meals will resume after the recess with dinner on the day before classes start (unless otherwise notified).

Guest Passes: Two guest passes are granted to each participant, each semester. These are not transferable to the following semester or between meal plan participants.

Change in Service: In the event of an unanticipated delay or cancellation of classes, i.e. "a snow day", the meal schedule will default to a non-class day schedule which includes brunch and dinner only. A person who would have routinely attended breakfast (based on account history) will receive an additional guest pass meal upon request in lieu of this missed meal. Neither the College nor service provider is liable for service reductions that occur due to circumstances beyond our control (i.e. utility failure.)

MEAL PLAN POLICIES:
Students violating the meal plan policies are subject to disciplinary procedures. The College, Sodexo or the Dormitory Corporation may terminate the Board Agreement at any time for violations of the Meal Plan policies. Residence Hall students who have Meal Plan privileges terminated will also be required to vacate the Residence Halls.

- **H** andbook rules are in effect in the Dining Hall.
- **A** ll students must remove theirs dishes, utensils and food to the return area upon leaving their table.
- **W** hen a participant loses their ID Card, they must purchase a new one. Ask for the dining manager if office is closed.
- **K** eep all book bags in areas provided or in your room. We encourage the use of lockers with padlocks.
- **D** isruptive behavior will not be tolerated (food throwing, excessive noise, etc.)
- **I** D Cards are required at all meals.
- **N** o Dining Hall property (utensils, cups, etc.) may be removed from the dining hall.
- **I** D Cards may only be used by the participant.
- **N** o food may be removed from the Dining Hall except 1 hand held dessert & 1 piece of fruit.
- **G** ood Hygiene is EVERYONE'S Responsibility. For health, safety, and sanitation reasons, users must be fully clothed including shirt and shoes. No pets are allowed in the Dining Hall.

Special Conditions:

1. Special Diet: If participants have any questions concerning their diet, contact the Food Service Director.
2. Meal Conflicts: Arrangements will be made through the Food Service Office for participants whose schedule prohibits them from eating in the Dining Hall during regularly scheduled meal periods.
3. Sick Trays: Sick trays are available to meal plan participants. Residence Hall students can obtain sick tray passes from the College nurse or from a Resident Director.
4. **FOOD-ALLERGIC INDIVIDUALS:** Eggs, milk, wheat, shellfish, fish, soy, peanut, tree nut products, and other potential allergens are routinely handled and prepared in our cafes and kitchens. Please inform your server if you or a person in your party has a food allergy. Please direct questions to the Food Service manager or contact the Disabilities Service office in AB 153 to discuss allergy accommodation.

NOTICE OF NON-DISCRIMINATION POLICY: **It is the policy of the MVCC Dormitory Corporation to provide equal opportunity for all qualified applicants, students, and employees; and to prohibit discrimination on the basis of race, color, creed, sex, religion, national origin, ancestry, age, disability, marital status, sexual orientation or veteran status. The Disability Services Office and Section 504/ADA officer is located in Room 153 Academic Building, Utica Campus, telephone 315-792-5413 Voice or TTY.**