



TERMS AND CONDITIONS OF THE CONTRACT FOR ACADEMIC YEAR 2018-2019

1. PARTIES AND AGREEMENTS

This contract is an agreement between Pittsburg State University hereinafter referred to as "The University," and the student. The parties to this contract in consideration of the mutual covenants and regulations set out herein agree as follows:

- A. The University agrees to furnish room and board to the student in accordance with the terms of this contract
- B. The student agrees to pay the University a room and board fee in accordance with the terms of this contract. The student also agrees to pay such fees and charges as required by the terms of this contract.
- C. The University reserves the right to refuse to accept a Housing and Dining Service Contract, in situations where appropriate, supporting circumstances exist.

2. CAMPUS RESIDENCY POLICY

All first year students must live in a university residence hall for their first two academic semesters on campus and purchase either the Unlimited access meal plan or the 14 access/\$100 dining dollars meal plan. All other students may live in the housing of their choice. Exceptions to the policy are normally granted (prior to signing the contract) when any of the following circumstances exist: The student: 1) lives at home with parents & commutes within 50 miles of PSU's campus 2) is married & living with spouse and/or has dependents in his/her care 3) has at least one year of active military service 4) is 21 years of age or older 5) is transferring 24 hours of course credit or more (concurrent enrollment credits, earned prior to student's high school graduation, do not qualify). Forms to apply for exemption to this policy are available from the Department of University Housing.

3. ELIGIBILITY REQUIREMENTS

All full time students are eligible to reside in a residence hall. Full time student is defined as those students enrolled in ten hours (seven hours for Graduate students) or more and paying full tuition and fees. Exceptions will be handled on an individual basis. Any student who has ever entered a guilty plea or an Alford plea to a felony offense, been placed on probation for or entered into a diversion program for a felony offense, or been convicted of a felony or been convicted of a crime which makes an individual subject to the Kansas Adult Offender Registration Act (K.S.A. 22-4901 et seq.) may not be eligible for University housing.

The Kansas Board of Regents requires state universities to establish policies that require all incoming students residing in university housing to be vaccinated for meningitis. All newly enrolled PSU student living in university-owned group housing are required to be vaccinated for meningitis within the past five (5) years. If vaccination was received greater than 5 years ago, a booster dose will be necessary. In the absence of proof of the meningitis vaccination, an enrollment hold will be applied and the student will be unable to enroll in subsequent semesters. See Bryant Student Health Center website for full details: www.pittstate.edu/health

4. CONTRACT PERIOD

This contract is for the academic year excluding those periods which the residence halls and dining services will be closed.



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- A. **HOUSING.** The residence halls will observe the following schedule:

2018 FALL SEMESTER

Open: Saturday, August 18, 9:00 AM

Close: Saturday, December 15, 10:00 AM

2019 SPRING SEMESTER

Open: Sunday, January 13, 10:00 AM

Close: Saturday, May 11, 10:00 AM

- B. **DINING SERVICE.** Meals will be served in Gibson Dining Hall during the hours of service designated by the Department of University Housing and observe the following schedule:

2018 FALL SEMESTER

Open: Saturday, August 18, 10:30 AM

Close: Tuesday, November 20, 2:00 PM

Open: Monday, November 26, 7:30 AM

Close: Friday, December 14, 2:00 PM

2019 SPRING SEMESTER

Open: Sunday, January 13, 4:30 PM

Close: Friday, March 8, 2:00 PM

Open: Monday, March 18, 7:30 AM

Close: Friday, May 10, 2:00 PM

Reduced hours may be initiated during special events and other holidays.

5. PAYMENT, LATE FEES, STATEMENTS

- A. Payments are to be paid to the University for housing accommodations, dining service, and properly billed charges in accordance with the rate and payment schedule specified in this contract and/or payment plan terms. The Cashiers and Student Accounts office will maintain and publish tuition, housing and fees billing for all students enrolled at Pittsburg State. Billing will be produced each month and notification is then sent to the students official campus e-mail address. Students will access their e-bills through their GUS portal and will set up other users and notifications. Visit the Cashiers and Student Accounts Website: www.pittstate.edu/office/cashier to view payment dates and options, billing cycle, installment fees, late fees and other related payment policies.
- B. A late fee will be charged if payment (semester, installment, and properly billed charges) is not received by the fifth of each month. If charges remain unpaid, meal service will be suspended, and procedures to evict the student from University housing will be initiated. Past due accounts will be sent to a collection agency and/or the state set-off program for collection. Collection costs will be assessed and added to balance due on these accounts.
- C. Statements are accessible through the student portal (GUS) with your ID and password. Details about the payment options and credit card policies are available online at www.pittstate.edu/office/cashier. Timely payment in accordance with established schedules is not dependent upon receipt of statement.
- D. Any student who is permitted and/or authorized to occupy a residence hall assignment outside the dates of this contract (i.e., early arrival, interim, etc.) are subject to and responsible for all additional charges associated with that occupancy.

6. FINANCIAL AID/SCHOLARSHIPS

Per federal regulations, all financial aid and scholarship recipients must apply the remaining portion of their award, after tuition, to their Housing and Dining Service Contract (regardless of payment plan chosen). The application of financial aid and scholarship awards supersedes the selected payment plan. Any balance due after financial aid and



scholarships are applied must be paid according to the selected payment plan.

7. DINING SERVICE

- A. **Unlimited Access.** This plan provides unlimited, personal access to Gibson Dining Hall during dates of operation provided within this contract.
- B. **14 Access/\$100 per semester Dining Dollars.** This plan provides 14 personal accesses per week to Gibson Dining Hall plus \$100 in Dining Dollars to spend at any university food service operation. Unspent Dining \$'s from the fall semester will be carried forward into the spring semester, but all Dining \$'s must be expended by end of spring semester or forfeited.
- C. **14 Access.** This plan provides 14 personal accesses per week to Gibson Dining Hall.
- D. **10 Access/\$100 per semester Dining Dollars.** This plan provides 10 personal accesses per week at Gibson Dining Hall plus \$100 in Dining Dollars to spend at any university food service operation. Unspent Dining \$'s from the fall semester will be carried forward into the spring semester, but all Dining \$'s must be expended by end of spring semester or forfeited.
- E. **10 Access.** This plan provides 10 personal accesses per week to Gibson Dining Hall.
- F. **\$800 Dining Dollars.** This plan provides \$800 per semester in purchasing power to spend at any university food service operation. Dining Dollar purchases made in Gibson Dining Hall are tax free. Unspent Dining Dollars from the fall semester will be carried forward into the spring semester, but all Dining Dollars must be expended by end of spring semester or forfeited.
- G. **Missed Meals.** No refunds or credits will be made for missed or unused meals.
- H. **Meal Plan Changes.** Students may make changes to their selected meal plan for each semester up until three weeks after the official starting day of classes (as listed in the official university calendar) for that semester without any additional change fees, however meal plan charges would change accordingly. First year students required to purchase the Unlimited access meal plan or the 14 access/\$100 dining dollars meal plan may only choose to move to one of those two meal plans for the semester. Students not required to purchase the Unlimited access meal plan or the 14 access/\$100 dining dollars meal plan may choose to move to any other meal plan until that time. Request to change to a higher meal plan can be done at anytime. Students must come to the University Housing Office, 209 Horace Mann, to complete proper paperwork.
- I. **Suspension of Meal Privileges.** The University may suspend meal privileges if the student fails to make proper payment, fails to abide by all terms of the contract, or fails to attend a University Housing discipline meeting/hearing.

8. OCCUPANCY PROVISIONS

Housing accommodations are rented to the student for the specific purpose of personal residence and may not be sublet or used by residents or outside agencies for any commercial purposes. This contract is not transferable.

9. ASSIGNMENTS

- A. **AUTHORITY.** The University reserves the right to make assignments of accommodation.
- B. **CONSOLIDATION.** The University reserves the right to consolidate occupants of rooms to any other space within the Housing system. If sufficient space is available, students may be given the option to pay for a single



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room. Students who fail to consolidate are subject to a single room charge and possible disciplinary action.

- C. **OVERFLOW.** The University reserves the right to determine the use and assignment for any room as needed for overflow housing, including singles, doubles, triples, etc.
- D. **REASSIGNED.** Students who do not check-in prior to the end of 1st day of classes for that semester or have not notified University Housing of late arrival may be reassigned from their original room assignment.

10. VACATING

- A. **POLICY.** Upon termination of this contract for any reason, the student must vacate the residence halls no later than the deadline set by the Department of University Housing.
- B. **PROCEDURES.** The student must follow checkout procedures outlined in the *Guide to Hall Living*. Students who do not properly checkout will be assessed a \$25.00 fee and any other fees resulting from the failure to follow checkout procedures.

11. DAMAGES

- A. The student is responsible for the assigned room and contents, to include the outside of the room door and will be charged for any and all damages occurring during occupancy.
- B. Students who damage University property through negligence or willful actions will be financially liable and subject to disciplinary and legal action. If the identity of the person responsible for damage to University property in public areas cannot be ascertained, the Department of University Housing may prorate the cost to repair such damages among all or any portion of the residents of the hall as the Department may deem fair. All damage charges are due immediately upon receipt of bill.

12. LIABILITY

- A. **PROPERTY.** The University will not be liable for theft, loss or damage to property of the student, including loss from fire, flood, water, wind, or acts of God. The University will not be liable for property left in the building after the student vacates (or is expected to vacate). The University reserves the right to dispose of such property through any manner it deems appropriate. Students are encouraged to carry renter's insurance.
- B. **UPKEEP.** The student will be responsible for keeping the assigned room and its furnishings clean, for cooperating with other residents in the common protection of property, and for advising the hall staff of any deterioration or malfunction of facilities. Further, the student agrees to utilize public areas, residence hall equipment, and furnishings in a careful and proper manner. Residents will be charged for excess cleaning costs.
- C. **PERSONAL INJURY.** Students are encouraged to carry medical insurance. The University will not be liable for injuries or death which occurs within its buildings or grounds.

13. RIGHT OF ENTRY

The University reserves the right for University personnel to enter the student's room for any purpose connected with the interest of the University. The right of entry is discussed in detail in the *Guide to Hall Living* under Room Entry/Privacy.



14. CANCELLATION OF CONTRACT

- A. First year students, required to live in the residence halls by the Campus Residency Policy (see Item #2), are not eligible to cancel their contract if they remain enrolled in the University. First year students who fail to enroll, cancel enrollment or are academically dismissed are subject to appropriate cancellation fees and prorate charges as outlined (see Item # 14B).
- B. Students who are not required to live in the residence halls by the Campus Residency Policy (see Item #2) may cancel their contract at any time subject to appropriate cancellation fees (outlined as follows).

Notification Date

- Prior to 6/15/18 (prior to 11/15/18 for Spring 2019 arrivals)
- 6/15/18 & after (11/15/18 for Spring 2019 arrivals) (including those failing to enroll, canceling enrollment or being academically dismissed)
- 6/15/18 through 5/11/19 (room occupied, remaining enrolled)

Charge

- \$45 application fee
- \$45 application fee, plus \$100 cancellation fee, plus prorate for time occupied
- \$45 application fee, plus 35% of remaining contract value, plus prorate for time occupied.

Proration of contract charges will end 14 days prior to the first day of final exams for each semester (as listed in the official university calendar).

- C. The 35% of remaining contract cancellation fee may be waived for students who: graduate; are student teaching; or leave campus for training authorized through an academic department. Student will be required to obtain documentation verifying this information from academic department and submit to University Housing in advance. Final approval from University Housing will be required before these fees may be waived. Other fees associated with cancellation of contract and other properly billed charges will apply.
- D. All notification regarding cancellation must be in writing and made directly to the Department of University Housing. Prior to check-in, notification date will be determined by postmark or by date of delivery to the Department of University Housing. All cancellations must be approved by University Housing after check-in. After check-in, the official cancellation date will be determined when all of the following are completed; signed cancellation request is submitted to University Housing Office and is approved, proper checkout with hall staff, RIC is signed, personal items removed, and all keys returned. This date serves as the ending date for prorate and other properly billed charges.
- E. Any student who is permitted and/or authorized to occupy a residence hall assignment outside the dates of this contract (i.e., early arrival, interim, etc.) are subject to all applicable cancellation charges based on date of occupancy (see Item #14B).
- F. Any student occupying a residence hall assignment for Fall 2018, who does not return to PSU for Spring 2019 semester, must notify the Department of University Housing of cancellation and complete proper check-out with Hall staff of their assignment no later than Monday, January 7, 2019. Failure to do so will result in full charges for semester interim being imposed, along with all applicable cancellation fees; prorate for time occupied and other properly billed charges.
- G. Federal Financial Aid regulations may prevent the use of federal aid dollars to cover cancellation fees and other



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non-refundable fees. Students need to consult with the Student Financial Assistance office in regards to this issue.

- H. Students who do not check into their assigned residence hall by the “Last day for late enrollment” for that semester (as listed in the official university calendar) will automatically have their housing and dining contract cancelled as per that date, all cancellations fees will apply.

15. TERMINATION BY UNIVERSITY

- A. The University may terminate this contract if the student fails to fulfill financial obligations specified in this contract or if the student violates any of the terms of this contract or published University or University Housing policy. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price plus prorate for the time occupied.
- B. The University may terminate this contract if the student is charged or convicted of a crime or crimes against persons or involving any other conduct that may threaten the safety or security of other residents. In such cases, the student will be charged a cancellation fee of 35% of the remainder of contract price plus prorate for the time occupied.
- C. The University may terminate this contract if the room or residence hall should become uninhabitable because of damage or destruction by fire or other casualty or if the student loses status as an enrolled student for any reason. In such case, the resident will be charged room and board fees for the time occupied in residence and cancellation fees (if applicable).

16. SERVICES BY UNIVERSITY

The University agrees to provide utilities at no additional cost to the student. The student agrees to use the utilities in a conservative, economic, and efficient manner. Heating and cooling provided to residence halls derives from a centralized system serving the entire campus. Initiation of these services is dependent on schedules determined by the PSU Physical Plant. Unpredictable weather patterns relative to atmospheric temperature may result in times where interior temperatures are less than optimal while procedures to commence heating and/or cooling are implemented. The University will not be liable for any delay or interruption in services (including heating or air-conditioning, water, steam, GUSNET, phones, etc.) resulting from causes beyond its control, and such interruptions will not relieve the student from the obligation of this contract.

17. ACCOMMODATING STUDENTS WITH DISABILITIES

In accordance with The Rehabilitation Act of 1972 and the Americans with Disabilities Act, Pittsburg State University provides necessary services for students with disabilities. The University will provide reasonable accommodations for students with identified physical, mental, emotional, multiple and learning disability limitations. Students with a disability which requires special consideration in housing accommodations must identify the needs and work with University Housing personnel and the Center for Student Accommodations Coordinator to meet those needs. Please begin by selecting <http://www.pittstate.edu/office/center-for-student-accommodations/>

- A. click on the “Online Forms”, select Request for Residence Hall Accommodation. Complete and return form as instructed.



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- B. Specified rooms in Willard Hall (113, 217, 317, 414) and Crimson Commons (101c, 113c, 123c, 133c, 136c, 143c, 146c) are specifically adapted for accommodating eligible disabled students (permanent and/or progressive). Students with a qualifying disability will receive priority in assignment to these rooms. Non-disabled students may request and be assigned to these rooms in circumstances where no requests for accommodations from eligible disabled students exist. The University reserves the right to reassign to alternate space non-disabled students occupying a space designated as specifically adapted for accommodating eligible disabled students. Students required to relocate under these circumstances are required to do so within 72 hours of receipt of notice.

18. WEAPONS

Pittsburg State will be in accordance with Kansas Board of Regents policy. Pittsburg State University's full weapons policy is available online at www.pittstate.edu/weaponspolicy.

19. TOBACCO FREE CAMPUS

Pittsburg State University (PSU) is a tobacco free campus, as such the use or sale of tobacco products on PSU property is prohibited. This policy applies to all individuals. In addition to cigarettes, this policy applies to smokeless tobacco, clove cigarettes and e-cigarettes. The policy covers, but is not limited to, building, university grounds, parking areas, walkways, recreational and sporting facilities. Failure to abide by University policy may result in contract termination. This policy includes all residence halls and student rooms. To view the full Tobacco Free policy visit www.pittstate.edu/tobaccofree.

20. CONTRACT ENFORCEMENT

- A. **WAIVE.** The failure of the University to insist upon a strict performance of any term or condition of this contract or to exercise any right conferred by this contract will not be considered a relinquishment of the right to do so.
- B. **VALIDITY.** If any section or subsection of this contract becomes invalid, this will not affect the validity of the remainder of this contract.

21. RULES AND REGULATIONS

Upon signature of the contract, the student agrees to abide by all University and University Housing rules, regulations, and policies, including those contained in regards to GUSNET and the *Guide to Hall Living*. These rules, regulations, and policies, along with any reasonable alterations, communicated to residents, will be considered a part of this contract with the same force and effect as though written herein.