



Housing and Meal Plan Contract Terms & Conditions 2009-2010

The Housing and Meal Plan Contract includes both the room fee and meal plan and is legally binding for the nine-month academic year.

Notes

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Notes

The Residential Life *Housing and Meal Plan Contract Terms & Conditions* is a living document. The Department of Residential Life reserves the right to change, modify, and/or amend any of the information in this document, notifying residential students of policy or procedural changes as they occur. The latest version of this document is available at http://reslife.uvm.edu/contract/reslife_contract.pdf

STATEMENT OF STUDENT RESPONSIBILITY

All who work, live, study, teach, do research, conduct business, or participate in the University of Vermont community are part of the University by choice. By making that choice, each of us agrees to contribute to an educationally purposeful community, which by virtue of its composition and conduct prepares us to live in a diverse and changing world.

The University of Vermont community includes people of diverse racial, ethnic, and socioeconomic backgrounds, national origins, religious beliefs and practices, political ideologies, physical, mental, psychological or learning abilities, sexual orientations, and gender identities or expressions. The University's classes, lectures, activities, programs, workshops, and daily interactions are enriched by our understanding of and respect for one another. We strive to learn from one another in an educational community that holds mutual respect for individuals and community in high regard.

Each of us must assume responsibility for becoming educated about racism, sexism, ageism, homophobia/heterosexism, ableism, classism, ethnocentrism, and other forms of oppression so that we may respond to other community members in an understanding and appreciative manner. It is contrary to the essence of a caring, civil community for anyone to demean or discriminate against another human being on the basis of race, gender, sexual orientation, gender identity or expression, national origin, religion, disability, age, economic, or military status. Physical and psychological threats, harassment, intimidation, and violence directed against a person are not tolerated by a caring, educational community. Each member of the University community is expected to be responsible for his/her/hir own actions. Actions that conflict with community standards will be referred to the appropriate campus judicial system.

Students are responsible for the activities that occur in their residence hall rooms and the shared living space, where applicable. Therefore, students are expected to properly secure their living area(s) at all times. All assigned occupants of a room or suite may be subject to the same response under the University of Vermont's *Code of Student Rights and Responsibilities* as the actual violators, which includes sanctions received if found responsible for the charges. Students are therefore responsible for ensuring that all guests know and behave consistently with this Code while on campus. Any person involved in an incident who is not deemed to be an assigned occupant of the room or suite where the incident occurred will be deemed a "guest" under this Code.

RESIDENTIAL LIFE MISSION AND DIVERSITY STATEMENTS

Residential Life Mission Statement

Our mission is to create an atmosphere within the University of Vermont residential system that facilitates the growth and development of all students. This includes providing a safe and secure environment that fosters healthy, inclusive community building among all residents while supporting and emphasizing academic success. We are committed to and intentional about providing students a range of experiences within their living environment. Desired outcomes of these experiences include:

- The development of a sense of belonging.
- The acquisition of knowledge and skills.
- The development of critical thinking skills.
- The ability to make ethical choices.
- The assumption of self-responsibility.

Residential Life Diversity Statement

We are committed to creating and maintaining communities that are welcoming and accepting of people of all races, ethnicities, abilities, ages, sex, genders or identity expressions, national origins, religions, sexual orientations, and veteran status. Our goal is to instill respect and foster a sense of community by creating, promoting, and supporting residential environments where students, faculty, and staff are provided opportunities to understand, accept, and appreciate each other.

We are committed to confronting situations of intolerance that result from lack of respect, knowledge, or awareness. Whether these acts of intolerance are public or private, they destroy the community we share and are irreconcilable with the mission of the University. Such acts are harmful to individuals as well as to the University community as a whole.

I. INTRODUCTION AND GENERAL POLICIES

A. Conduct

All students are required to abide by the rules of the University, including those outlined in this *Housing and Meal Plan Contract Terms & Conditions* and the *Code of Student Rights and Responsibilities* (www.uvm.edu/~uvmppg/ppg/student/studentcode.pdf). The Department of Residential Life will take appropriate action, including termination of this contract, for conduct that is found to be in violation of University rules and regulations, or which is otherwise detrimental to the welfare of the residence hall environment.

B. Non-Discrimination Clause

The Department of Residential Life does not discriminate against any student with respect to eligibility for housing on the basis of sex, race, creed, color, ability, national origin, religion, sexual orientation, gender identity or expression, or status as a veteran.

C. Administrative Procedures

The Department of Residential Life establishes administrative procedures so that students can obtain housing when it is available. All students must check in, check out, and change rooms through these established procedures so that an accurate list of vacancies can be maintained and residents are properly billed.

D. Resident Responsibility for Guest(s)

All rules and regulations set forth by the University of Vermont and the Department of Residential Life will apply to all residential students and their guests. Residents are responsible for their guests' behavior and conduct on University property.

E. Terms & Conditions Compliance

Residents, by virtue of occupancy, agree to comply with the University regulations in this *Housing and Meal Plan Contract Terms & Conditions* and the *Code of Student Rights and Responsibilities*, as well as applicable federal, state, and local laws. Students are responsible for reviewing, understanding, and abiding by the University's regulations, procedures, requirements, and deadlines as described in all official publications.

F. Liability Policy

1. University Liability

The University of Vermont shall not be liable to resident(s) or their guest(s) for injury to any person or damage to any personal property caused by water, rain, fire, steam or sewer pipes, plumbing, stoves, refrigerators, laundry machines, dryers, or anything else that is beyond its control. Liability for all such risks and/or damage to personal property is expressly assumed by the resident.

The University of Vermont reserves the right to subrogate against any student or guest(s) of a student whose actions or inactions are the direct cause of injury to persons or damage to University property or student personal property.

2. Personal Property Insurance

The University of Vermont cannot purchase insurance for students through individual or group plans. It is strongly recommended that all residents obtain appropriate insurance for personal property through a company such as CSI Insurance Agency, Inc. (www.collegestudentinsurance.com).

Students are encouraged to keep a record of their personal belongings, including serial numbers, and to register their valuable property with UVM Police Services (www.uvm.edu/police/services/property/). For safety reasons, personal effects cannot be placed in hallways, stairwells, bathrooms, or other common areas of the residence halls. Personal property left in the residence halls after the approved period of occupancy will be removed and held for a maximum of sixty days, subject to a removal fee.

II. ELIGIBILITY AND OCCUPANCY GUIDELINES

A. Residency Requirements

The University of Vermont considers the on-campus living experience an integral and necessary part of the total education of its students. **For that reason, all first-time, first-year students are required to live on campus for four matriculated semesters (i.e., first year and sophomore year).** Requests for exceptions to this requirement must be made in writing to the Department of Residential Life by June 30, 2009.

1. Exceptions to Residency Requirement

Exceptions will be considered for:

- Students residing at home with their parent(s) or guardian(s) within a distance that the Department of Residential Life determines to be commutable. A notarized form from the parent(s) or guardian(s) is required each year a student is required to live on campus. The required Live At Home Request form is available at <http://reslife.uvm.edu>.
- Students who can provide proof of independent financial status, in accordance with the guidelines adhered to by the University of Vermont.
- Students who have a medical condition that necessitates an exception as judged by Accommodation, Consultation, Collaboration & Educational Support Services (ACCESS).
- Students who have a spouse, civil union, or any children.
- Students who have completed two or more years of military service.

Special note: Students should not make arrangements for alternate housing until they are notified by the Department of Residential Life that an exception has been granted. If an exception is not granted, the student will be held financially responsible for the 2009-2010 Housing and Meal Plan Contract.

B. Priority Status

Full-time matriculated students (i.e., students who maintain a course load of 12 or more credit hours each semester) are granted priority over part-time students for housing. Students returning from a leave of absence or after withdrawing are guaranteed on-campus housing if they have not completed the four-semester residency requirement and wish to return to campus. (Returning students are not required to live on campus and housing is not guaranteed for students who have completed the four-semester residency requirement.) On-campus housing is not guaranteed for transfer students and Guaranteed Admission Program (GAP) students. Approval from the Department of Residential Life is required for students who wish to return to campus following a judicial suspension.

C. Unregistered Students

Students who are not registered (i.e., withdrawn from classes) are no longer eligible to reside on campus in residential housing facilities. Students who are no longer registered for classes have 48 hours from the date of withdrawal to check out of their room and must follow standard checkout procedures through their residential complex Office Manager.

D. Accommodation Requests

Students with disabilities may be eligible for ADA accommodations in residential housing. To request an accommodation, students should contact ACCESS (www.uvm.edu/access). Current, comprehensive documentation of the disability is required. Accommodations for returning students must be requested prior to room selection. Accommodations for new students must be requested by June 30, 2009. Residential Life may be unable to provide accommodations for requests after this date.

E. Housing Options

Students are housed in double, triple, quad, or single rooms arranged in private, suite, or traditional style housing. A particular type of room, residence hall, or residential area cannot be guaranteed.

1. Residential Learning Communities

Residential Learning Communities at the University of Vermont are designed to engage the whole student, tying together the intellectual, ethical, and social aspects of college life. Students, faculty, and staff are given the opportunity to interact outside the classroom, the lab, or the office, thereby encouraging the pursuit of knowledge as a lifetime activity. A complete description of Residential Learning Communities is available at www.uvm.edu/rlc.

2. Special Interest Communities

A variety of special interest communities are available. All special interest communities require an application and some may require a contract addendum outlining the specific conditions under which the student accepts the housing assignment. If required, the addendum is considered part of this contract. A complete description of special interest communities and requirements is available at <http://reslife.uvm.edu>.

F. Maximum Room Occupancy

In order to maintain a safe living environment for all residential students, maximum room occupancy has been established for the following room sizes:

- Single Room: 3 persons (the occupying resident and two guests)
- Double Room: 6 persons (the two occupying residents and two guests each)
- Triple Room: 6 persons (the three occupying residents and one guest each)

G. Hosting Guest(s)

1. Definition of a Guest

A guest is defined as either:

- a non-student to the University, or
- a student who either lives in another campus location or has off-campus accommodations.

2. Host Responsibility for Guest(s)

Residents hosting guests or affiliated guests must do so in a responsible manner. The rights and property of roommates and other residents of the University must be protected from unwanted intrusions and vandalism. When a resident has a guest or an affiliated guest, the resident assumes responsibility for the conduct of the guest within the residential housing facilities.

3. Absence of Residential Host

A guest or affiliated guest may not occupy a room and/or bed space in the absence of the host.

4. Permission to Remain Overnight

A guest or affiliated guest may only remain overnight in a room if the guest has the permission of all assigned occupants of the room. It is the responsibility of the residential host to ask for and obtain permission from all assigned occupants for the guest or affiliated guest to remain overnight. Overnight is defined as the hours between 11:00 p.m. through 9:00 a.m. the following morning.

5. Length of Stay

To ensure the rights of all residential students, guest(s) may only stay a maximum of two consecutive nights, given that the residential host has obtained permission from all occupants of the room. After two consecutive nights, there must be a seven day intermission between the last overnight visit and the next visit.

H. Room Changes

1. Room Change Procedure

All room changes require the approval of a residential complex Office Manager. Students wishing to make a room change must add their name to an on-line wait list for the complex they would like to move to. Office Managers offer available spaces to names on the wait list in the order they were received. Wait lists for the fall semester begin the second week of classes and end on the Friday before Thanksgiving Break. Wait lists for the spring semester begin the second week of classes and continue through the Friday prior to Spring Break.

Triple rooms and lounges are used to expand housing capacity as necessary. **De-tripling and de-lounging supersedes all other room change requests during the fall semester.**

2. Unauthorized Room Change

Unauthorized room changes and/or other moves from an assigned residential space without following proper room change procedures through Residential Life staff are prohibited. Residents who complete room changes without prior approval may be moved back to the original assigned space and are subject to meeting with their Residence Director for disciplinary action. Room changes are not permitted prior to the halls opening in August. Students are required to move into their assigned room and remain there until a room change has been approved.

3. Administrative Moves

In the interest of health, discipline, security, and the general welfare of students, the Department of Residential Life reserves the right to change or cancel room assignments.

I. Half-Filled Double Rooms

A resident of a half-filled double room is required to leave the room in a condition that provides open and equal space for a new resident of the room. A student in a half-filled room is expected to continue to display appropriate behavior that would be welcoming to a new resident. A student who fails to maintain the room in a reasonable condition for a new resident and/or creates an unreceptive situation in the room is subject to disciplinary action.

J. Room Consolidation

In an effort to maximize living space across campus, the Department of Residential Life reserves the right to consolidate students in half-filled rooms when it is deemed appropriate. When space permits, a resident who remains in a half-filled double room may be offered several options for voluntary consolidation, including the option to “buy out” (i.e., purchase) on a prorated basis, the entire room at the single or large single room rate. Forced consolidation will only occur within the same residential building.

K. Break Housing

1. Academic Break Housing

The following residential complexes remain open for the academic break periods, including Thanksgiving Break, Winter Break, and Spring Break: Living/Learning and Harris/Millis on Athletic Campus, and “The Cottages” on North Campus. Returning students who need break housing should preference these halls during the room selection process. New students can preference break housing on their housing application, but are not guaranteed a specific residence hall. Students who do not reside in a designated residence hall may also arrange for academic break housing provided they find and obtain the permission of individuals that live in break housing halls who are willing to allow them to stay in their rooms. The fees for academic break housing are listed in section III.C.1.

2. Summer Housing

For current residents enrolled in summer session classes and returning to the residence halls in the fall, housing is available for the entire summer, although the location is subject to change depending on the maintenance and renovation schedule of facilities. For continuing education students, housing is available for the duration of the summer session course(s), except in the case of classes scheduled right after May closing or prior to August opening, in which case housing is made available as the maintenance and renovation schedule permits. The fees for Summer housing are listed in section III.C.1.

L. Room Entry

1. Room Entry for Maintenance Work

While the University of Vermont respects the privacy of students living in the University’s residence halls, a student’s right to privacy in the residence hall is limited in some circumstances. In order to provide efficient service, the Department of Residential Life reserves the right to enter rooms between 9:00 a.m. and 4:30 p.m. without advance notice whenever a maintenance work order is generated. Residential Life also reserves the right to enter rooms whenever an emergency arises in order to make needed repairs or take corrective action. When entering rooms, maintenance and custodial personnel have been instructed to perform the following steps:

- Knock on the room door, stating their name and position. If there is no response, personnel are to wait a few seconds and knock again more loudly, repeating their name and title. If there is still no answer at the door, or no indication that someone is in the room, they are to use their key to open the door six or seven inches and call to see if anybody is in the room. If there is still no answer, they are to proceed into the room and complete the work needed.
- Clean up debris and extra work materials after a job is completed.

- Report any breakage or damage that is beyond normal wear and tear. Residents will be responsible for paying for these types of damage.
- Send an email message to the resident(s) notifying them of the status of the work order (e.g., completed, pending, etc.).

2. Room Entry for Cause

a. Justification for Room Entry

The University reserves the right to enter any room of a University residence hall to ensure the health and safety of all residents. Residence Directors and Assistant Residence Directors of halls are authorized to enter and inspect a room or suite upon reasonable cause if they believe that a violation of any University health and safety policy or provision of these Terms & Conditions has occurred. Grounds for reasonable cause to enter include, but are not limited to the following: the sight or odor of smoke of any kind; the sight of alcohol or illegal substances; and/or a tip from a reliable source that illegal substances or a weapon are in a room.

b. Staff Designated to Enter Room

The Residence Director/Assistant Residence Director will not enter a student's room or suite without permission unless the Residence Director/Assistant Residence Director has first consulted with the Assistant Director of Residential Life or designee regarding the circumstances giving rise to a reasonable belief that a violation of policy has occurred and has obtained approval for entry from the Assistant Director of Residential Life or designee. In an emergency situation, where there is reason to believe that imminent risk exists to the safety or health of the occupants of a room or to institutional property, a Residence Director/Assistant Residence Director may enter a room without first seeking consultation and approval from the Assistant Director of Residential Life. Even in circumstances of risk to health or safety, however, consultation with the Assistant Director of Residential Life is preferable unless the risk appears imminent.

c. Room Entry Procedure

Before entering a student's room, the Residence Director/Assistant Residence Director will first knock and announce who they are and that they intend to enter. If no response is received, the door will be unlocked. The Residence Director/Assistant Residence Director will, from the doorway, again announce their presence and intent to enter. The student(s) occupying the room, if present, will be told the purpose of the entry and provided an opportunity to voluntarily produce any item or substance for which the entry has been made. Any inspection will be limited to that which is reasonably necessary to either confirm the presence of an illegal or prohibited item or policy/code violation, or to determine that no imminent risk to health or safety appears to be present.

M. Room Check-in and Checkout Procedures

Students are required to follow the designated room check in and checkout procedures. They are expected to check in to their assigned rooms when the residence halls open. In extenuating circumstances, early arrivals may be considered for a nightly fee of \$50 beginning Thursday, August 27, 2009. Until a proper check-in is completed, residents will not have access to exterior building doors using their CATcard. Students who do not check out of their rooms by the designated times and dates for hall closing may be assessed a \$50 late charge.

N. Non-Transferable Contract

The University of Vermont Housing and Meal Plan Contract may not be transferred or assigned to any other person. Furthermore, all rooms are the property of the Department of Residential Life and the University of Vermont and may not be sold or sublet.

O. Housing Renewal Process

Current residents who are either required or who wish to remain on campus for the following academic year must participate in the room selection process, which is held each year during the spring semester. Residential students who already live on campus have first priority for renewing their housing contract. **Students who have forfeited their on-campus housing priority are required to complete an online Housing Request Form available at <http://reslife.uvm.edu> in order to be considered for on-campus housing.**

P. Dining Services

1. Meal Plan Requirement

All residential students are required to have a meal plan for the term of their nine-month contract. Exceptions to this requirement are granted by the Director of Dining Services and typically only include documented medical conditions.

2. Dining Options

Meal plans feature a combination of unlimited access (all-you-care-to-eat meals offered in traditional dining halls) and retail points that can be used at all locations on campus. With all of the meal plans, unused points will carry over from the fall to spring semesters, but any unused retail points are forfeited at the end of the academic year. Meal plan options include the following:

- Two Residential Dining Unlimited Access plans offer **unlimited** meal entries and either 250 or 100 points per semester. The meal portion of the plans are only accepted in traditional dining halls that are all-you-care-to-eat facilities located at Harris/Millis (Athletic Campus), Simpson (Redstone Campus), and Cook Commons (Central Campus) dining halls.

- Two Retail Dining plans are available with either High Points (1366 per semester) or Lite Points (1050 per semester). They both offer **20** meals per semester at Harris/Millis, Simpson, and Cook Commons dining halls.

3. Meal Plan Changes

Students should pick the meal plan that best suits their needs; however, if they are not satisfied with their choice, they can change their plan during the first two weeks of each semester at no charge. If residents miss the initial two-week change period, they can make changes for an additional three weeks (through the end of the fifth week of the semester), but are subject to a \$75 late fee. Furthermore, the change must be approved by the Director of Dining Services.

4. Termination of Meal Plan

Meal plan contracts are automatically terminated when the housing contract is terminated, and are subject to the same refund policies that the University follows. For more information about the University refund policy see section III.G.1.

III. FINANCIAL OBLIGATIONS

Students are housed in double, triple, quads, or single rooms arranged in private, suite, or traditional style housing. Financial aid packages are based on the cost of a traditional double room.

A. Offset Fund

A discretionary housing fund is available to offset a portion of the higher room cost associated with some rooms in Living/Learning and RLC programmed housing areas and single rooms for ACCESS students when it creates a financial hardship for students receiving need-based assistance. In the event that a student is assigned to a qualifying room that is more expensive than the standard traditional double room rate and Student Financial Services determines that this presents a financial hardship, there may be support through the discretionary housing fund. Eligible rooms include private singles, private doubles, suite singles, and some traditional singles; suite doubles are not eligible. Requests for discretionary funds must be made by the last day to add/drop courses each semester using the online Offset Cost Assistance Request form available at <http://reslife.uvm.edu>.

B. Emergency Closing

In the event that the University of Vermont closes due to a calamity or catastrophe beyond its control that would make continued operation of student housing infeasible, such as a natural disaster, a national security threat, or widespread pandemic flu, room and meal plan fees will not be refunded.

C. Cost and Fees

1. Room Rates

2009-2010 Maximum Academic Year Room Rates				
Rate Category	Room Description	Cost per Academic Year	Amount Billed per Semester	Location
Private Single	Single occupancy room; 1 person with full bath	\$7,446	\$3,723	University Heights North & South
Private Double	Single or double occupancy room, including lofts and townhouses; 2 people sharing 1 full bath	\$7,272	\$3,636	University Heights North & South
Suite Single	Single occupancy room; 4-7 people sharing 1-2 full baths	\$7,042	\$3,521	University Heights North & South, Living/Learning
Suite Double	Double occupancy room; 4-7 people sharing 1-2 full baths	\$6,080	\$3,040	University Heights North & South, Living/Learning, North Campus Back Five*
Large Single	Single occupancy room; common hallway bath; more than 200 square feet of space	\$7,042	\$3,521	All other complexes
Traditional Single	Single occupancy room; common hallway bath	\$6,868	\$3,434	All other complexes
Traditional Double	Double occupancy room; common hallway bath	\$5,964	\$2,982	All other complexes
Traditional Triple**	Double occupancy room for 3 people; common hallway bath	\$4,756	\$2,378	All other complexes except Chittenden/Buckham/Wills
Quad***	Quad occupancy room for 4 people; common hallway bath	\$3,994	\$1,997	Christie, Harris/Millis, Tupper, Mercy

*The North Campus Back Five are Hunt, McCann, Ready, Richardson, and Sichel halls.

**Triple rooms are used to expand housing capacity when necessary. As space permits, they are converted back to double rooms. When this occurs, the double rate will be charged to the remaining two students on a prorated daily basis.

***Quad rooms are used to expand housing capacity when necessary. As space permits, occupants will be moved to regular double student rooms. When this occurs, the double rate will be charged on a prorated daily basis.

2009-2010 Academic Break and Summer Room Rates		
Period	Dates	Cost
Summer	May 10-August 26, 2009	\$28.25 per day for single room; \$23.00 per day for double room**
Thanksgiving	November 25-28, 2009	\$60*
Winter Break	December 19, 2009-January 16, 2010	\$90* per week; \$300 for four weeks
Spring Break	March 6-13, 2010	\$90*

*Nightly rates are not available. Students will be charged a flat rate regardless of the length of stay.

**Graduating seniors are not charged for the week between hall closing and Commencement, also known as "Senior Week."

2. Inter-Residence Association Fee

The Inter-Residence Association (IRA) is the residential student government organization consisting of elected executive leadership and student representatives from residential complexes. A yearly, non-refundable IRA fee of \$30 is charged to each student to fund events, leadership development opportunities, and other campus-based initiatives as determined by Residence Hall Councils.

3. Meal Plan Rates

2009-2010 Maximum Meal Plan Rates		
Plan	Cost per Academic Year*	Amount Billed per Semester*
Residential Dining Unlimited Access (two options)		
Residential Dining Unlimited Access plus 250 points and 3 guest meals per semester	\$3,392	\$1,696
Residential Dining Unlimited Access plus 100 points and 3 guest meals per semester	\$3,032	\$1,516
Retail Dining and Points(two options)		
Retail Dining – High Points 1366 points plus 20 meals per semester	\$3,032	\$1,516
Retail Dining – Lite Points 1050 points plus 20 meals per semester	\$2,386	\$1,193

* A non-refundable surcharge of 4% has been applied to these rates for facility and programmatic upgrades.

D. Payment Schedule

The Housing and Meal Plan Contract includes both the room fee and meal plan and is legally binding for the nine-month academic year. Each student is liable for the nine-month housing fee and meal plan, one-half to be prepaid each semester. Semester bills are payable to Student Financial Services during August and January.

1. Bill Adjustments

Bills payable in August are processed in early July. For returning students, the room charge reflects the cost of the room selected by them during room selection in April. New students, however, are billed prior to the completion of room assignments and therefore are billed at the traditional double rate. Once room assignments have been completed the room charges are adjusted up or down to reflect the actual cost of the room the student is assigned to. This adjustment appears in the September billing cycle.

Room charges are also adjusted during the year as a result of room changes. When a student moves from a less expensive room to a more expensive room, or vice versa, the room charge is prorated based on the date the room change occurs. Also, as space permits, rooms used to expand housing capacity (i.e., triples and quads) are converted to double rooms and are charged as such on a prorated basis.

E. Periods of Occupancy

The residence halls are available for occupancy as follows:

1. Fall Semester

Halls Open: First Year Students, Friday, 8:00 a.m., August 28, 2009
Returning Students, Sunday, 8:00 a.m., August 30, 2009
Halls Close: Tuesday, 8:00 p.m., November 24, 2009
Halls Open: Sunday, Noon, November 29, 2009
Halls Close: Friday, 8:00 p.m., December 18, 2009

2. Spring Semester

Halls Open: Sunday, Noon, January 17, 2010
Halls Close: Friday, 8:00 p.m., March 5, 2010
Halls Open: Sunday, Noon, March 14, 2010
Halls Close: Friday, 8:00 p.m., May 14, 2010

During the academic year, students are to promptly vacate the premises: (1) 24 hours after their last scheduled exam, or upon expiration of the contract period specified, whichever comes first; (2) within 48 hours if not enrolled in classes; (3) within 48 hours following termination of this contract by the University; or (4) within 48 hours following mutual consent between the student and the University. Room accommodations are provided at no additional charge for graduating seniors participating in official Commencement programs. Students who do not vacate their rooms during the pre-stated periods are subject to additional charges and will be held accountable by their Residence Director.

3. Academic Break and Summer Housing

Students who are eligible to stay on campus during academic breaks or summer will be allowed to remain in residence halls for the following dates. For specific academic break and summer housing locations refer to section II. K.

Summer: Monday, May 10-Wednesday, August 26, 2009
Thanksgiving: Wednesday, November 25-Saturday, November 28, 2009
Winter Break: Saturday, December 19, 2009-Saturday, January 16, 2010
Spring Break: Saturday, March 6-Saturday, March 13, 2010

F. Cancellation of Contract by Residential Life

The University may cancel or terminate this contract or any portion thereof, without notice, for the following reasons:

- Academic suspension or dismissal;
- Judicial suspension or dismissal;
- To avoid undue disruption, violation of the rights of other students, or a real or reasonable perceived threat of harm to oneself or others;
- In the event of calamity or catastrophe that would make continued operation of student housing infeasible, such as the pandemic flu;

- Failure to comply with the *Housing and Meal Plan Contract Terms & Conditions*.

G. Student Contract Cancellation Options

1. Cancellation of Contract Prior to Move-in

The 2009-2010 Housing and Meal Plan Contract is a legally binding nine-month contract. Junior, senior, and transfer students may break their housing contract by June 30, 2009 for a \$250 cancellation fee. Between July 1, 2009 and the first day of classes of the fall semester the cancellation fee is \$500. Junior, senior, and transfer students with new contracts that begin the spring semester may cancel them until the first day of classes for \$500. During either semester, after the first day of classes students may only break the housing contract for one of the following reasons:

- Students who cancel registration or withdraw from school for personal or medical reasons. In this case, students are required to check out of the residence hall within 48 hours.
- Students who complete a degree program, have a documented marriage or civil union, or overseas study.
- Students whose course load is reduced to part-time status (below 12 credits) if they apply for and are granted a contract release. **Termination of the contract is not automatic.** If the student returns to full-time status anytime during the academic year, the housing contract will be reinstated and will be backdated to the start of the semester.
- Students who are doing student teaching or internships outside the Burlington area, as documented by their academic unit.

A student who cancels or withdraws for personal or medical reasons will receive a refund of housing and meal plan payments in accordance with the tuition refund schedule available at <http://www.uvm.edu/~uvmppg/ppg/student/billadjust.pdf>, provided they check out of their room within the required 48 hours.

2. Cancellation of Contract Mid-Year

Students are permitted to cancel their Housing and Meal Plan Contract between semesters for a \$750 cancellation fee under the following circumstances: 1) they have fulfilled their residency requirement (i.e., lived on campus for four semesters); 2) they have no residency requirement (i.e., transfer students); or 3) their parent(s)/guardian(s) provide a notarized form stating that they will be residing with them at home within a commutable distance.

3. Contract Release

Students with exceptional circumstances as outlined in section II.A.1. may apply for a contract release. Students are required to meet with their Residence Director to initiate the process. The deadline for contract release applications coincides with the last day to withdraw from classes each semester. If a student is granted an exception to the residency requirement, it is effective the following semester. Application for contract release does not imply automatic termination of the contract. Students who choose to move from the halls without approval do not receive any refund and are held responsible for full payment of their room and meal plan charges for the entire academic year.

4. Greek Housing Release

First-year students who intend to reside in a Greek Chapter house during their sophomore year must submit their names to their Chapter in accordance with the guidelines and process established by Greek Affairs (www.uvmgreeklife.com).

H. Academic or Judicial Suspension or Dismissal of Contract

1. Academic Suspension or Dismissal

Students academically suspended or dismissed between semesters must make arrangements to check out of their room by 2:00 p.m. on Friday, January 15, 2010. Failure to check out by this time will result in a storage charge for personal belongings, which may be packed and relocated to a storage area for a maximum of sixty days if the room is reassigned. A storage fee will be charged to the student's account.

Students who are no longer registered and/or have been academically suspended or dismissed from classes have 48 hours from the date of withdrawal to check out of their room, and should follow standard checkout procedures through their residential complex Office Manager.

2. Judicial Suspension or Dismissal

Housing and Meal Plan refunds are not available for a student whose housing contract is canceled as a result of a judicial action, nor will there be any reduction in the amount due to the University for the semester, if the bill has not been fully paid at the time of suspension or dismissal.

IV. HEALTH AND SAFETY POLICIES

A resident's activities should not interfere with the rights of a roommate or other resident's privacy, sleep, or study. For the wellbeing of all residential students, residents assume responsibility for adhering to health and safety policies.

A. Health and Safety Inspections

In order to ensure clean, healthy, and safe living environments for both current and future residents, health and safety inspections are conducted once a month. All residential students are issued a mandatory 24-hour notice so that they can coordinate cleaning, health, and safety efforts within their bedrooms and/or suite areas. Department of Residential Life staff is authorized to enter student rooms even if the resident(s) are not present, given that there was prior notification. Staff members will only inspect in pairs. UVM does not warrant all room conditions to be safe as a result of such inspections.

B. Smoke-Free Campus

All residence halls in all locations, including student rooms, are smoke-free. Smoking is also not allowed within twenty-five (25) feet of any building on campus. Smoking any substance or creating smoke through the use of incense, candles, or other scented smoke-producing items is strictly prohibited in all residence halls.

C. Alcohol-Free Residence Halls

The University is committed to creating a quality learning environment in an atmosphere that is safe, scholarly, and respectful. This goal is best accomplished by providing residence halls that are free from alcohol. Possessing or consuming alcohol is prohibited in the residence halls, even if the student is 21 years of age or older. If under the age of 21, the possession or consumption of alcohol is a crime in the State of Vermont. Additionally, selling or furnishing alcohol to a minor is a crime in the State of Vermont. The University will enforce this no-alcohol policy through appropriate disciplinary procedures administered through Residential Life and/or through the Center for Student Ethics and Standards. All students are responsible for reading and being familiar with the University of Vermont's Code of Student Rights and Responsibilities.

D. Illegal Substances

1. Illegal Use of Substances

Being under the influence of illegal or controlled substances as demonstrated by actions and/or other evidence is strictly prohibited, and is subject to judicial follow-up by either the Residence Director or the Center for Student Ethics and Standards.

2. Possession of Illegal and Prohibited Substances

As defined by federal, state, and local statutes, possessing, using, distributing, and/or selling illegal drugs or controlled substances is strictly prohibited, and is subject to judicial action. Possessing, using, distributing, or selling drug paraphernalia (including but not limited to pipes, bongs, etc.) is strictly

prohibited, and is also subject to judicial follow-up by either the Residence Director or the Center for Student Ethics and Standards.

3. Sanctions for Use and/or Possession of Alcohol or Illegal Substances

The use and/or possession of alcohol or illegal substances is antithetical to providing a safe learning environment and will result in discipline up to and including suspension or dismissal from the residence halls and/or the University.

E. Quiet/Noise Policy

1. Residents' Rights Related to Noise

Noise that unreasonably disrupts roommate(s), resident(s), and neighboring community members at any time or that violates "Quiet Hours" and "Courtesy Hours" policies or the community's standards is prohibited. This includes amplified sound (e.g., facing stereo speakers out windows, use of megaphones, electronic instruments and/or equipment, microphones, etc.). Residents are expected to respond to requests to reduce noise at all times. All parties present in a room or suite documented for noise will be presumed to be contributing to the community disruption and are subject to follow-up by their Residence Director.

2. Quiet Hours

Residents have a responsibility to know and follow the Quiet Hours policy for the residence hall in which they live. Sunday through Thursday from 11:00 p.m. to 8:00 a.m. is regular designated quiet hours. Quiet hours are from midnight to 8:00 a.m. on Friday and Saturday. When quiet hours are in effect, noise should not be heard outside a room or suite.

3. Quiet Lifestyle Hours

In designated quiet lifestyle communities, quiet hours are extended for the sleep and study needs of its members. Quiet lifestyle hours are from 8:00 p.m. to 8:00 a.m. each day. When quiet hours are in effect, noise should not be heard outside a room or suite area.

4. Courtesy Hours

During courtesy hours, which are any time quiet is requested, noise should not be heard more than five feet from outside a room or building.

F. Pets

For reasons of health and sanitation, students are not allowed to have pets in the residence halls. Exceptions are service animals when recommended by ACCESS for ADA accommodations and fish in a proper aquarium facility that is ten gallons or less (one per room). To be cared for properly, fish must be removed from the residence halls during extended break periods.

G. Emergency Evacuation Procedures and Tampering with Life Safety Devices

During the year, residence hall students will be informed about emergency evacuation of residence halls, and alarm systems will be tested periodically to ensure proper functioning.

1. Evacuation Procedures

Residents are required to evacuate the building immediately when a fire alarm sounds. Failure to evacuate residence hall facilities is a federal offense and will result in educational sanctions and fines. The following fines will be levied for first, second and third time offenders.

- First offense: \$25
- Second offense: \$75
- Third offense: \$500

All fines will be posted to the student's account and must be paid prior to course registration or room selection.

2. Abuse, Tampering, and/or Misuse of Fire and Carbon Monoxide Safety Equipment

Abuse or tampering with any life safety equipment or misuse of fire extinguishing equipment is strictly prohibited and will not be tolerated. Life safety equipment includes fire and carbon monoxide alarm systems and any of their components, exit signs, emergency lights, fire and exit doors and hardware, and identification signs used by emergency responders. Offenders are subject to disciplinary action and **fines up to \$500**. For additional information refer to the University Fire Safety policy at <http://www.uvm.edu/~uvmppg/ppg/riskmgm/firesafety.pdf>.

H. Fire Hazards and Other Prohibited Items

1. Students may not use cooking appliances or grills (including "George Foreman" electric grills) in their rooms, suites, common spaces, or in the vicinity of the residence halls. Exceptions are coffee pots with automatic shut-offs, 4.0 cubic foot refrigerators that are no more than 34" in height, and 700 watt or lower microwaves, all of which are ULA listed.
2. No decorative covering or other flammable items, including but not limited to tapestries, should cover any doorway or be suspended from lofts, bunks, ceilings, exposed piping, or heating units.
3. Students may not remove screens from any residence hall windows. Hanging items outside of windows is prohibited.
4. Students may not install air conditioners.
5. Waterbeds are not permitted in the residence halls.
6. Unauthorized use of or tampering with elevators is prohibited.
7. Due to extreme risk of fire and the danger of electrical overload, the use of certain types of electrical equipment is prohibited, including: multi-plug adapters, halogen light bulbs (such as those found in most torchiere style lamps), sun lamps, immersion heaters, hot plates and other high wattage equipment, and space heaters.
8. Propping open or otherwise interfering with the closure of any entrance, exterior, or security door is prohibited.

9. Possession/use of candles, oil lamps, incense, storage of charcoal, flammable liquids such as gasoline, kerosene, “Coleman” fuels, or other items that create fire danger as a result of open flame or smoldering is prohibited.
10. Mercury thermometers, neon signs, and other items that may contain hazardous materials are prohibited.
11. Removal of University furniture, fixtures, or other property from residence hall rooms, suites, or common areas is prohibited.
12. Students may not install personal locks on any residence hall door.
13. Cinder blocks, bricks, and/or other unauthorized bed risers are prohibited.
14. Extension cords are prohibited.

I. Firearms and Weapons

The possession of firearms, fireworks, explosives, or weapons of any kind and replicas or facsimiles thereof is prohibited on campus or in residence halls as they pose a substantial danger to the safety of all residents. The only exception to this policy will be that certified law enforcement officers may wear a firearm while on campus.

J. Laundry Facilities

Laundry facilities, including washers and dryers, are located in each residential complex. The cost for using these facilities is included in the room fee. Washers and dryers are operated using the student’s CATcard. The laundry facilities are for residential student use only; residents who provide non-residents with access to the complex laundry facilities will be subject to judicial action.

V. SECURITY MEASURES

A. Access to Residence Hall Buildings

With the exception of administrative offices, dining facilities, classrooms, and common use areas (mainly L/L), the University of Vermont’s residence halls are locked 24/7 for the safety, security, and privacy of residents. Residential Hall buildings are not public spaces; only students who reside in a particular residence hall have access to that private living space. Non-residents of a particular building can enter that building only as a guest and must be hosted and accompanied by a host while visiting the building.

1. Room and Building Keys

Residents are issued a room key when they check in to their residence hall. Duplicating room keys compromises security and is not permitted. Exterior doors are unlocked using a student CATcard except in the Cottages, which require an exterior key. Students should keep their doors locked, carry their key(s) with them at all times, and refrain from loaning their key(s) to anyone.

2. Tampering with Security Systems

Propping, tampering and/or damaging security systems such as security screens, doors, door hardware, or card access systems compromises the safety and security of residential students and the residence halls, and is strictly prohibited. Students

or communities who are found in violation of this policy are subject to **fines up to \$500 per offense**.

3. Trespassing and/or Illegal Entry

Trespassing upon, forcibly entering, or otherwise proceeding in to unauthorized areas of University owned or leased buildings or facilities, their roofs, or the residential space of another student without permission is strictly prohibited and subject to judicial action.

4. Solicitation

Individuals or organizations seeking to staff a table, distribute literature, or engage in other forms of solicitation for non-commercial purposes may request permission to enter the lobby areas of Residential Complexes (the spaces that connect residence hall buildings together and where the main desk is located) between the hours of 8:30 a.m. and 4:30 p.m. Requests should be directed to Residential Life's service desk in Robinson Hall and must conform with the Facilities Use Policy (<http://www.uvm.edu/~uvmppg/ppg/facil/facsched.pdf>) and other applicable University policies. Commercial solicitation in those common areas may occur only with the express written permission of the Department of Residential Life.

B. Lockouts

1. Issuing a Temporary Room Key

Residents who do not have their key and are locked out of their room should go to the complex main desk to sign out a temporary key. The complex desk is staffed Monday to Thursday from 8:00 a.m. to 11 p.m., Friday from 8 a.m. to midnight, Saturday from noon to midnight, and Sunday and holidays from noon to 11 p.m. All other times, Police Services must be contacted for access (www.uvm.edu/police). Residents should be aware that a temporary key may only be borrowed for up to 24 hours. Residents who do not return a borrowed key within 24 hours may be billed for a lock change. To deter excessive use and/or irresponsible behavior, residents will be assessed a \$25 fee billed to their student account after every fourth room lockout.

2. Lost Key Fines

Residents who lose their key(s) should contact their complex main desk immediately for assistance. Lost room keys will result in an automatic lock change and a charge of \$55 to be billed to their student account. Replacement of an exterior door key for the Cottages is \$40. There will also be a replacement fee for other types of lost keys (e.g., bike room, etc.).

C. University Surveillance Systems

The University may install closed circuit television cameras in outside areas, entryways, and public indoor areas for the purpose of increasing safety and reducing incidents of crime.

VI. CARE OF FURNITURE AND EQUIPMENT

A. Responsibility for University Property

1. Responsibility for Room

Residents are responsible for the condition of their room. If a room is vacated by one or both residents and the room is left in a condition that makes it unfit for reassignment, both residents will be charged a fee for the cleanup and preparation of the room unless the responsible person(s) can be identified. Damage to or theft of furnishings will be charged to the assigned resident(s).

2. Care of Room during Inclement Weather

During inclement weather, particularly in freezing conditions, it is expected that residents will keep their room windows latched closed, and thermostat at 65 degrees or higher. Fans are not allowed in windows during winter months. Should damage occur as a result of a window being left open causing a broken radiator or plumbing pipe, residents will be held responsible for the cost of repairs and damage to their room and all other affected rooms and property. **It is strongly recommended that each resident obtain appropriate insurance for personal property.**

3. Improper Storage

For safety reasons, personal effects cannot be placed in common use bathrooms, corridors and stairwells, lounges, or other common areas of the residence halls. Personal property left abandoned in student rooms after the approved period of occupancy will be removed and held for a maximum of sixty days, subject to a removal fee.

4. Assigning New Residents

Residents who do not have a roommate at the end of the fall semester should anticipate getting a new roommate in the spring semester. Current residents must leave their room in a condition that is acceptable and welcoming for a new student to occupy (e.g., clear second bed, closet, dresser and desk, allowing for equal space in the room). Failure to prepare the room as noted above will require custodial staff members to perform this task, and the current resident will be charged accordingly.

5. Responsibility for Common Areas

- Residents are expected to take every precaution to assure that common area residence hall property is not abused. Lounge furniture is considered

common area property for use by all students and may not be removed from common areas. Residents found to have lounge furniture in their room may be held accountable through the residential judicial process.

- To protect both the rights of residents to sleep and study, as well as the condition of facilities, residents are to refrain from sporting activities, including but not limited to: skateboarding, rollerblading, and ball or frisbee throwing in hallways, lounges, and common areas of the residence halls.

6. Unassigned Damage

Residents of a room, suite, floor, hall, landing, column, or complex are held jointly responsible for losses or damages beyond normal wear and tear where individual responsibility cannot be determined. **Unassigned damage charges are billed at least once each semester and cannot be appealed.**

B. Internet, Cable, and Phone Service

1. Internet and Cable Television Access

All residence hall rooms are wired for access to the Internet and the University's cable television system. There is no connection fee for either service.

2. Phone Service

Telephones for emergency use as well as personal calls are located in the hallways on floors with student rooms. Residents may use a prepaid phone card at the hallway phones for making long distance calls. Optionally, residents may also choose to use their personal cell phone. Phone jacks in student rooms are not activated, except for students requiring a landline as an ADA accommodation, as recommended by ACCESS.

3. Communication with Residents

The Department of Residential Life's official method of communication with residents is through University email. Therefore, residents are expected to check their University email account regularly. The Department of Residential Life is not responsible for delivering messages to residents except in the case of extreme emergency.

VII. MAINTENANCE AND CUSTODIAL SERVICE

The Department of Residential Life staff and students work together to keep residence halls clean and well maintained. Residence halls must be kept clean for health and safety reasons. While the custodial staff cleans the common areas in each residential hall, residents are responsible for the care and cleaning of their own room, the common area in suites, and bathrooms in suites and privates rooms. Cleaning equipment is available at each complex main desk.

A. Custodial Hours

Custodial staff normally work from 7:00 a.m. to 3:30 p.m. They begin working in hallways at 7:00 a.m., but noise is kept to a minimum until 9:00 a.m. Students are expected to be respectful of custodial staff and the work they perform at all times.

B. Maintenance and Repairs

All necessary repairs should be reported immediately using the online Fix-It form available on the Residential Life web site (<http://reslife.uvm.edu>). Complex staff will assist students by initiating a work order for maintenance staff.

C. Furniture Removal and Construction

Due to limited storage space and inventory considerations, the Department of Residential Life can only accommodate the storage of bed frames (i.e., headboards, footboards, and center frame) from student rooms in certain buildings. To store a bed frame, students should contact the complex main desk to arrange for Custodial Services to open the storage room. Students are responsible for moving their bed frames to storage and retrieving them before checkout. Students will be held accountable by their Residence Director and assessed a moving or replacement fee for unauthorized removal of bedroom or common area furniture.

D. Triple Room Furniture Removal

When triple rooms are converted to double rooms the extra furniture will be removed upon request. The only exception is permanently designated triple rooms that are intended to accommodate three students; no furniture will be removed from these rooms.

E. Loft Beds

In residence halls that are not furnished with loft-style beds, students are permitted to obtain metal lofts for their rooms. Students will be charged a removal fee for any personal lofts that are not removed at the time of room checkout.

F. Structural Changes

No structural changes can be made in a room, including but not limited to: nailing loft supports directly to the walls; removing existing built-in equipment; and removing closet doors, bookshelves, fixtures, and wardrobes. Any damage that is caused as a result of unauthorized structural changes or removal of equipment will result in that student being assessed a repair or replacement charge as well as being held accountable by the Residence Director.

G. Bicycle Storage

Indoor bicycle storage is limited. Bicycles stored outdoors should be locked to the bike racks provided outside each residence hall. Locking bicycles to any stationary fixtures other than the designated bike racks is prohibited (e.g., trees, handrails, etc.).

Notes

IMPORTANT DATES

Summer

May 10-August 26, 2009
June 30, 2009

Summer housing*
Exception requests for residency requirement due
Accommodation requests for new students due
Contract cancellation deadline (\$250*)

Fall Semester

August 28, 2009
August 30, 2009

Halls open for first-year students
Halls open for returning students
Contract cancellation deadline (\$500*)

September 14, 2009

Room change process begins
Housing offset application deadline

November 6, 2009

Spring Contract Release application deadline

November 20, 2009

Room change process ends

November 24, 2009

Halls close for Thanksgiving Break

November 25-28, 2009

Academic Break housing for Thanksgiving*

November 29, 2009

Halls re-open to all students

December 18, 2009

Halls close for Winter Break

December 19, 2009-

Academic Break housing for Winter Break*

January 16 2010

Spring Semester

January 17, 2010
February 1, 2010

Halls re-open to all students
Room change process begins
Housing offset application deadline

March 5, 2010

Room change process ends

March 6-13, 2010

Halls close for Spring Break
Academic Break housing for Spring Break*

March 14, 2010

Halls re-open to all students

March 19, 2010

Accommodation requests for returning students due

April 6, 2010

Fall Contract Release application deadline

May 14, 2010

Halls close for summer

* Additional Fee/Charge

How to Contact Us

TEL (802) 656-3434
TTY (802) 656-8828
FAX (802) 656-1142
EMAIL reslife@uvm.edu
WEB <http://reslife.uvm.edu>

Other Important Numbers

CATcard Service Center (802) 656-4509
Living/Learning Center (802) 656-4200
Meal Plan Office (802) 656-2945
University Dining Services (802) 656-4664
University Police Services (802) 656-3473