

**OBERLIN COLLEGE
OFFICE OF RESIDENTIAL EDUCATION AND DINING SERVICES
TRADITIONAL HOUSING AND DINING ASSIGNMENT AGREEMENT
2009-2010**

TERMS AND CONDITIONS

This Assignment serves to enroll the Student in the College's Housing and Dining Program that is an integral and required component of an Oberlin education. In choosing this residential college, the Student agrees to accept the following principles, terms, and conditions, and to be responsible for all associated fees.

PRINCIPLES

Tuition charges provide for the College's academic program; Room and Board fees provide a residential setting for that program. Tuition fees pay the salaries and benefits of faculty and staff and provide for a wide range of facilities and programs — libraries, laboratories, an art museum, a music conservatory, athletic facilities and a student union — all of which create the context for a liberal arts education. As a result, tuition fees do not vary by student although individual students may use particular programs or facilities differently.

Room and Board fees pay for the staff, programs and facilities that sustain a comprehensive living environment for a residential college with a geographically diverse student population, as well as College overhead costs. Because a college of Oberlin's size and scope could not exist without a complete housing and dining structure, residential fees are comprehensive for all Students regardless of how individual services may or may not be used. Therefore, subject to the exemptions noted below, all Students enrolled in Oberlin College are generally required to pay the Room and Board fees and to live and take meals in College housing and dining halls.

The principle of this Assignment is that both Tuition and Room and Board fees are essential elements for the establishment of an undergraduate, residential, liberal arts college. Therefore, those fees are comprehensive in scope and required equally of all Students. Unless a Student has an exemption or receives off-campus status these charges may only be reduced through a financial aid grant administered by the Office of Financial Aid.

The following terms and conditions summarize the agreement between Oberlin College and an enrolled Student for a Housing and Dining Assignment. In addition, all enrolled Students must abide by all policies and procedures as established by the appropriate Oberlin College committees and offices. The complete Student Regulations: Policies & Procedures is available on-line in the Oberlin Student Handbook, www.oberlin.edu/students/. The Student Handbook, Student Regulations: Policies and Procedures, together with any and all revisions, is incorporated into the body of this Assignment as if fully set forth herein.

1. **PAYMENT OF FEES:** Fees are set each year by the College and approved by the Board of Trustees and are payable at the start of each semester; they are included in the statement sent by the Office of Student Accounts. Charges for Students who leave the housing and/or dining program are billed at the rate of ten percent (10%) of the semester charge for each week or a fraction thereof in residence. There is no refund after the ninth (9th) week of the semester. Any Student who remains enrolled in the College, but leaves College housing and/or dining during the academic year without official notice and approval, continues to be liable for all Tuition and Room and Board fees for the full academic year.
2. **HOUSING AND DINING EXEMPTIONS:** All Students are expected to live and take meals on-campus unless the Student receives a written notice of off-campus status or exemption from the Office of Residential Education and Dining Services.

A. Exemptions. Students in the following categories may be exempted from the on-campus Housing and/or Dining requirement if requested by the Student within the College's established deadlines in advance for the academic year:

- 1) Married Students who submit a copy of their marriage license and domestic partners who submit the approved Affidavit Concerning Relationship and supportive documentation. A template for affidavit can be provided upon request.
- 2) Students who live with their parents and commute from their parents' home within a fifty (50) mile radius of Oberlin and have a minimum of six (6) months established residency. Proof of residency is required by the publicized deadline.
- 3) Students who are twenty-three (23) years of age or older by the specified deadline.
- 4) Students who are enrolled for five (5) credit hours or less and have submitted supportive documentation.
- 5) Students who have underage dependent children and have submitted supportive documentation.
- 6) Housing Only: Students (predetermined based on anticipated enrollment) who have six (6) semesters of residency on-campus and have requested and have been formally granted off-campus status. If the number of requests exceeds the number of Students able to live off-campus, a lottery system will be implemented. The lottery is based on the number of semesters in residence and a computer generated random number. Lottery numbers will be assigned to each person within each semester of residence category. Students who have been on an approved Academic Leave of Absence (ALOA) or have lived off-campus with official notification will receive residency credit. Students who have been on a Personal Leave of Absence (PLOA) or a Medical Leave of Absence (MLOA) will not receive residency credit for those semesters away. Transfer Students can receive up to four (4) semesters of residency credit, depending upon their matriculation status at Oberlin. Any Student enrolled for the Fall semester who wishes to live off-campus during the Spring semester based upon time in residency must live off-campus for the entire academic year. Continuing Students will not be granted off-campus status for the spring semester, even if they achieve the residency requirement. No Student returning from leave spring semester will be granted off-campus status unless they were eligible and received off-campus status in the previous spring's housing selection process.

Students who receive off-campus status are required to submit their off-campus address and phone number to the Office of Residential Education and Dining Services by the specified deadline. Failure to notify the College of an off-campus address may result in forfeiture of off-campus status, a fine, and/or judicial charges. Students who accept off-campus status and then choose to return to College Housing will be eligible to select only from housing available at the time of their return. Students should not sign an off-campus rental lease or pay a security deposit without receiving this written notification.

- B. College Dining Program. All Students, including Students who receive off-campus status or an exemption, are required to participate in the College Dining program and are responsible for fees connected therewith, unless a specific exemption is granted by the Office of Residential Education and Dining Services. Students who receive off-campus status via Section (2)(A)(6) above are not entitled to an exemption from participation in the College Dining program.
- C. Subsequent Housing and Dining Elections. Any Student who has been granted an exemption who subsequently elects to participate in a College Housing and/or Dining program is committed to that service for the academic year or the remaining portion thereof.
- D. Accommodations: The College complies with all applicable laws relating to student with disabilities. The Office of Residential Education understands that some Students may have a disability that requires a Housing and/or Dining accommodation. Students believe they may need an accommodation for Housing and/or Dining because of a disability should contact the Office of Services for Students with Disabilities (x55588) and submit the required documentation by the deadline established by that office. Assistance with such documentation will be provided upon request to staff in the Office of Services for Students with Disabilities.
- E. Room and Board Fees. Students are liable for all Room and Board fees unless and until they are granted a Housing or Dining exemption in writing from the Office of Residential Education and Dining Services, after which an appropriate adjustment will be made. The Office of Residential Education and Dining Services cannot consider individual financial concerns in determining fees or assignments. Non-payment of Room and Board fees cannot be used as a form of financial aid. The Financial Aid Office is the only office that is authorized to administer financial aid.

3. **ROOM AND BOARD SERVICES:** Occupancy of College Housing begins for new Students on the first (1st) scheduled day of Orientation for the academic year, and for returning Students two (2) days before the commencement of classes for the academic year. Occupancy ends for undergraduates at 9:00 a.m. of the day following the last day of exams, and for graduates by 8:00 p.m. on the day of Commencement. Dining services begins with breakfast service two (2) days before classes begin (or the first day Students are permitted to return) and ends with dinner on the last day of the semester. Students may not arrive early or depart late without written permission from the Office of Residential Education and Dining Services. A sliding scale fee will be assessed based upon the date on which a request was made and the number of days approved to arrive early or stay late.

Room and Board fees provide furnished rooms in College-maintained housing and dining service for the Fall and Spring semesters or the remaining portions thereof. The terms of the housing contract include Fall Break, Winter Term and Spring Break. Residence halls are closed for Winter Shut Down. Housing assignments are for the full academic year, or the remaining portion thereof, including Winter Term (January).

The terms of the dining contract do not include Fall or Spring Break as all campus dining facilities are closed. Dining Services are offered on an optional basis during Winter Term at an additional charge. A valid ID card is required for access to residential buildings and dining halls.

4. **RESIDENCE ASSIGNMENTS:** The Office of Residential Education assigns rooms to new Students on the basis of the Housing Application. Returning Students select housing based on a re-assignment that gives priority to Students based on the number of semesters in residence and a randomly assigned number.

The College currently provides single-sex, co-ed, and all-gender housing options for students. In order to provide students more open accessibility to housing, the College is moving to replace co-ed and all-gender housing with gender-blind housing. Gender-blind housing provides an opportunity for enrolled students of any gender identity (male, female, transgender, those who do not identify, etc.) to opt to live together in rooms, floors, wings, or buildings. Designations of single-sex and gender-blind housing will be reviewed on an annual basis.

A. Summer Waitlist. Students may place themselves on the Summer Waitlist between May 1 and May 31. Priority on the summer waitlist is based on semesters in residence and assigned random number. The summer waitlist expires on the first day of classes.

B. Academic Year Waitlists. Students who accept an assignment but would prefer another housing and/or dining situation may place themselves on a waitlist beginning on the first day of classes for the fall semester for which priority is on a first-come, first-served basis.

C. Academic Year Assignment. All housing assignments are for the entire academic year.

5. **PERSONAL USE:** All Students residing on-campus agree that the housing assigned to the Resident shall be used only by the individual assigned to the space and may not be transferred or assigned or sublet to another person. Residents may not be assigned to more than one residency space at the same time or occupy more than one space at the same time. The space will be used only for personal living, sleeping, and studying. No commercial business operation, solicitation, canvassing, sales, marketing or advertising will be conducted out of the assigned space. Residents should be aware that they are subject to all local, state, and federal laws, including those regarding gambling, firearms, and the use and possession of alcoholic beverages and illegal drugs. The College's policies and procedures regarding College housing and Student rights and responsibilities are detailed in the Student Regulations: Policies and Procedures.

6. **RIGHTS RESERVED BY THE COLLEGE:** The College at all times reserves the right to assign or reassign Students to a housing space, including temporary space(s) in lounges, and to close rooms and/or facilities when vacancies exist, when additional spaces are needed, or when areas are rendered unfit for occupancy. Agents of the College shall have the right to enter College housing at all reasonable hours (and upon reasonable notice when applicable) for the purpose of examining the spaces or making repairs or alterations as necessary for safety and maintenance. The College reserves the right to conduct life safety inspections as necessary, without prior notice, to identify and correct life safety violations. Residents are responsible for understanding and complying with procedures included in any residential handbook and with the Social Conduct Standards and Housing and Dining Regulations as stated in Student Regulations: Policies and Procedures, which are incorporated into this Assignment as if fully set forth herein. Oberlin reserves the right to transfer or evict students in accordance with Section (16) of this Assignment.
7. **HOUSING ASSIGNMENT CHANGES:** Housing assignments are generally made for the entire academic year and are not subject to change, except as required by the College, in its discretion, to fill vacancies, to ensure all students have assignments, or to consolidate assignments as delineated in this Assignment. Notwithstanding, students may request a housing assignment change from the Office of Residential Education. The Office has the discretion to grant or deny this request.
- Residents who wish to change assignments should contact the Resident Director of the building to which they would like to move. The Resident Director must approve the assignment change in writing prior to moving from one assignment to another. As space becomes available, residents who apply for assignment changes will be contacted and be provided with procedural instructions. Students are given forty-eight (48) hours to completely move out of their assignment and sign all administrative paperwork. Assignment changes during the academic year are granted on a first-come, first-served basis. Any change in housing assignment does not affect the above signed Student's obligations under this Agreement.
- Residents who complete an unauthorized housing change or fail to complete an approved housing change may lose their preferred housing assignment, be required to relocate, be charged a fine, and/or be subject to disciplinary action. Students whose assignment changes are authorized at the end of Fall semester must vacate their current assignment prior to leaving Oberlin in December. This applies even if the Student plans to remain on-campus during Winter Term.
8. **REMAINING OCCUPANT:** When vacancies occur in College housing spaces, the College has the right to show these spaces and assign new occupants to fill these vacancies. The College also reserves the right to reassign the remaining occupant of a housing space to different accommodations. If Student(s) have a roommate who fails to move in, leaves the College, or moves to other College housing, the remaining Student(s) must accept a new roommate or make a housing change, subject to availability, within ten (10) business days, during the academic year. After ten (10) business days, the College may consolidate assignments, assign new Students to the empty space(s), or bill the Student at the established buy-out rate. Students with the highest priority (semesters in residency) will have the first option to occupy multiple spaces without roommates. Students who refuse to accept a new Student or who fail to clear the unassigned portion of the room/unit may be subject to disciplinary action and/or fines.
- The College retains the right to fill any vacancies that occur over the summer at its own discretion.
9. **STORAGE OF PERSONAL BELONGINGS:** All campus storage is limited and available on a first-come, first-served basis. As a courtesy, Students who are continuing in College Housing in the following academic year are permitted to store some of their belongings at the College over the summer. There is a three (3) item limit including trunks, luggage or boxes (18x18x16). All items stored in College storage must meet UPS shipping requirements and must include an identification tag, which is provided by the College. Students are prohibited from storing any hazardous or dangerous items and will be responsible for any damages resulting from their failure to comply with this prohibition. Village Housing residents and residents taking a leave from campus (including study abroad) may store belongings for a maximum of one (1) year in long-term storage located in East Field. This is the only location available to these Students. Student-owned furniture, refrigerators, rugs, empty boxes, etc., may not be stored in College storage areas. There is no access to storage areas over vacation periods or during the summer recess. If emergency access is needed, a fee will be assessed. Students store items at their own risk and Oberlin College assumes no liability for lost, stolen or damaged items.
- The College reserves the right to dispose of unauthorized items in storage or possessions left for more than one (1) year and will bill Students for the cost of removal of unauthorized items found within storage. Students may not store items after they have graduated, been suspended, withdrawn or have otherwise left the College.
10. **RESPONSIBILITY FOR PERSONAL PROPERTY:** The College and the Office of Residential Education and Dining Services assume no liability for theft, damage or loss of money, valuables or other personal effects of any Student or guest caused by fire, water, steam, insufficient heat, power failure, the elements, neglect, theft, or the actions of a third party that occur in College housing or on College property. Students are encouraged to confirm that their property is covered by their family's homeowners' insurance or to carry personal property insurance.
11. **MAINTENANCE:** No Student shall alter, repair or contract the repair of any furnishing, structural fixture, or electrical, mechanical, or plumbing equipment. Maintenance needs are to be reported to a Residential Education staff member or to Facility Operations. Only the appropriate College Services employees may paint and make alterations to the room or furnishings. The College will be responsible for making all repairs determined as being necessary and appropriate.
12. **RESPONSIBILITY FOR ROOM CONDITION AND USE:** The Student agrees to use ordinary care in the use of the residence, the furniture, appliances and all other parts of the residential community. Charges for special cleaning, keys, and for repairing or replacing of any damage or loss to property necessitated by the lack of due care on the part of the Student and/or guests, will be billed to the Students assigned to the room/unit. If the damage and/or charge cannot be attributed to a particular room or Student, it will be appropriately divided and charged to all Student(s) of the unit, floor, building, or community. Students will be billed for any pieces of furniture missing from the room/unit at the time of auditing. No furniture is to be removed from any room/unit. Furnishings may not be stored in storage areas or in any public areas including hallways, bathrooms, kitchens, laundry rooms, and/or lounges. Furniture in one room/unit may not be exchanged for furniture in another room/unit without the prior written permission of the Resident Director of the building. Windows may not be used as entrances or exits except in the case of an emergency. For safety reasons, window screens must be kept on windows in all College housing and dining halls. If screens are removed or damaged Students will be billed for labor to re-hang and/or replace the screens.
13. **CHECK-IN AND CHECK-OUT PROCEDURES:**
- A. **Check-in:** Upon checking in to College housing, Students are responsible for acknowledging the condition of their assigned space by completing and submitting the Room Condition Report ("RCR") within 24 hours. The purpose of the RCR is to protect both Students and the College regarding damage charges and to provide information about room conditions that require maintenance. Students will be billed for all damages/losses not noted on the check-in RCR above ordinary wear and tear at the time of check-out as delineated above. Failure to return the check-in RCR will result in an improper check-in charge and a loss of the right to appeal damage charges assessed upon checkout.
- B. **Check-out:** Students are expected to check out, return their key(s) (if applicable), and complete an inspection in person with a Residential Education staff member prior to leaving College Housing. Students are expected to reassemble furniture and to remove all trash, personal belongings, and College property not itemized on the RCR prior to check out. Fines and/or charges will be assessed for failure to meet the check-out requirement or for damage or loss of College property. Residential Education and Facilities Operations staff are all able to assess fines/charges to Students. It is important for Students to understand that additional charges may occur after check-out when a final inspection is completed by College staff. Students living in traditional residence halls or Village Housing (i.e., non-OSCA housing) have the right to appeal charges, if they have followed proper check-out procedures, by documenting concerns and sending the appeal to the Office of Residential Education and Dining Services within thirty (30) days of the date the charges are invoiced.
- C. **Late Check-Out:** Students must vacate by the published deadlines. Failure to vacate will result in the assessment of a late check-out charge. Students who are suspended, leaving, or withdrawing from Oberlin College must vacate within forty-eight (48) hours of the actual date of withdrawal/suspension/departure.
14. **TELEPHONES:** Students in College housing are provided with basic telephone service that includes on-campus and local calling free of charge. Students who bring their own phones to campus will need to plug a phone into the telephone jack. The only restriction on personal phones is that 2.4 GHz cordless telephones are not permitted, as they interfere with wireless data networks. The Telephone Office will not be able to maintain personal phones brought to campus. Students may also borrow a handset from the Office of Residential Education at no charge for the academic year. If the phone is not returned upon checkout a fee of \$85 will be billed to the Student's account for the replacement of the handset. Voicemail is available free of charge to all Students. Students desiring this service should contact the Telephone Office. If Students experience a problem with phone service, they should report the problem to the Office of Residential Education directly or through a residential student staff member (RA, LRA, VA). Students are not allowed to receive collect phone calls. If students are found to have accepted collect charges, they may be subject to disciplinary action and will be required to pay for any charges accrued.
15. **SUGGESTIONS, COMPLAINTS, & APPEALS PROCESS:** Students' suggestions and complaints regarding College housing, dining services, regulations, policies, and issues should be submitted to the Office of Residential Education and Dining Services in writing, which can include e-mail to resed@oberlin.edu.
- A. **Requests for Exception:** Requests for exception to any policy listed in this Agreement should be submitted in writing, which includes e-mail (resed@oberlin.edu), to the Assistant Director for Housing Administration. All requests for exception will be granted or denied in writing. Students should not assume approval prior to receiving written notification.
- B. **Appeals:** Students who have requested an exception and been denied by a Residential Education and Dining Services staff member may appeal the decision to an Appeals Board. Appeals will be heard based on special circumstance specific to the Student. The Appeals Board does not have the authority to render decisions that change policy. All appeals must be submitted in writing, which can include e-mail (resed@oberlin.edu), to the Appeals Board, in care of the Office of Residential Education and Dining Services. A final decision will be rendered within thirty (30) days of receipt of the appeal, or if the appeal is received after May 1 or December 1, thirty (30) days after the beginning of the next semester.
16. **DISMISSAL FROM COLLEGE HOUSING:** Pursuant to Ohio law, the College may terminate this Assignment and require the Student to vacate College housing upon a determination that the Student has violated a provision of this Assignment or has violated an applicable provision of the Student Regulations: Policies & Procedures of the Oberlin Student Handbook, including but not limited to: failure to pay Tuition and Room and Board fees, trafficking or abuse of controlled substances, weapons violations, as a response to cumulative disciplinary history or damage to College housing and property, and in the response to facility emergencies resulting from fire, water or weather damage. Notwithstanding, in any case where a Student's presence in College housing poses an immediate threat to person or property, as determined by the Office of Residential Education and Dining Services, the Student may be required to immediately vacate College housing until a hearing on the matter is held. A determination that the Student has violated a provision of this Agreement or violated an applicable standard of the Student Regulations: Policies & Procedures of the Oberlin Student Handbook may be made only after the Student is given written notice of the alleged violation and a right to be heard on the matter. The College's notice and hearing procedures, and the College's officers authorized to make foregoing determinations, are described in detail in the Student Regulations: Policies & Procedures of the Oberlin Student Handbook, which descriptions are hereby incorporated into this contract as if fully set forth herein. In the event that this Assignment is terminated as a result of such a violation, the Student will be responsible for Room and Board fees in accordance with Section (1) of this Assignment.