

MOHAWK VALLEY COMMUNITY COLLEGE DORMITORY CORPORATION

ROOM AND BOARD AGREEMENT 2024-2025

Term of Agreement:

THIS AGREEMENT IS FOR THE FULL 2024-2025 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF.

Residence Hall Room & Board Expenses: PER SEMESTER (Meal plan subject to minimal annual increase)

These costs are **all inclusive** for room, meals, utilities and high-speed Internet

Room Cost		Resident Meal Plans (Board)		Fees	
Double Room	\$3530	Gold (Default Plan) <i>14 Meals Per Week & \$100 Hawk Dollars</i>	\$2,480	Security/Damage Deposit	\$100
Single Room	\$3830	Silver (Limited Availability) <i>10 Meals Per Week & \$100 Hawk Dollars</i>	\$1830	Social	\$25
		Platinum <i>17 Meals Per Week & \$100 Hawk Dollars</i>	\$2,800	Residence Hall Orientation <i>(1st time students only)</i>	\$45
<i>Triple: Special request only, when available</i>				Optional Property Insurance	\$70

*Meal Plans listed above are subject to change as MVCC redesigns meal plans to accommodate student needs & preferences.

Security/Damage Deposit:

A \$100.00 deposit will serve as a security deposit until you take possession of your room key in the first semester of occupancy. Any student who fails to take possession of the room as scheduled will forfeit the deposit, subject to the Deposit Refund Schedule. After taking possession of a room, the deposit serves as a damage deposit. This deposit will be refunded within approximately forty-five (45) days of terminating occupancy, subject to the following:

- Charges will be made against the deposit for any room damage or loss beyond normal wear. Liability for damages is not limited to the amount of the security deposit.
- Charges will be made against the deposit for damages to main areas, which are deemed the responsibility of all students in that area, if individual responsibility is not determinable.
- Charges will be made against the deposit for failure to return Residence Hall keys or similar property.
- Charges will be made against the deposit for improper check-out, not to exceed any refundable balance.
- Charges will be made against the deposit for any outstanding financial obligation due to the College/affiliated agencies.
- Charges will be made against the deposit as noted in the Room and Board Agreement release policy as noted below.

Security/Damage Deposit Refund Schedule		
Refund: Written Notice of withdrawal must be received by:	Fall Semester May 31, 2024	Spring Semester December 1, 2024
Note: A deposit paid on or after May 1 (Fall Semester Deposit) or November 1 (Spring Semester deposit) is refundable for a period of 30 days. However, in no case will the deposit be refundable as of one week prior to scheduled occupancy.		

Room & Board Agreement Release Request:

THIS AGREEMENT IS BINDING FOR THE FULL 2024-2025 ACADEMIC YEAR, FALL & SPRING SEMESTERS, OR IN THE EVENT OF MID-YEAR ADMISSION, THE REMAINING PORTION THEREOF. Residents who request to terminate this Agreement for any reason must submit a Room and Board Agreement Release Request Form. **The MVCC Dormitory Corporation, in its sole and absolute discretion, reserves the right to deny any and all requests for terminations.** If early termination of the agreement is requested due to military deployment, a full refund shall be granted for that semester.

Residence Hall Room, Board and Fee Refund Schedule (Subject to Agreement Release Request Approval):

1 st semester of student's occupancy in academic year: "Adjustment Weeks" Room, Meal Plan & Social Fee:	2 nd semester of scheduled occupancy in academic year.
*Prior to the start of classes. 100%	<i>Room & Board Agreement Release Not Approved: Full Room & Board bill for Spring semester.</i>
*During the 1 st calendar week of classes. 75%	<i>Room & Board Agreement Release Request Approved:</i>
During the 2 nd calendar week of classes. 50%	• Submitted Prior to December 1: Cancellation Fee \$350
*During the 3 rd calendar week of classes. 25%	• Submitted After December 1: Will be billed 25% Room and Board for Spring semester. Percentage will increase in accordance with "adjustment weeks" schedule if student already took possession of room in 2 nd semester or if the College incurred a greater cost for the meal plan.
**After 3 rd week of classes 0%	
* Automatically released from Agreement for Spring semester.	
** Subject to 2 nd semester cancellation fee.	
Note: If the College incurred a cost for the meal that exceeds the above percentages, the student will incur the actual cost.	*\$350 Cancellation fee waived for graduates and military service.

Residence Hall Room, Board and Fee Refund Schedule Appeal Procedure and Notes:

- a) Reductions of room and board fees, if applicable, will be based upon date of completed Residence Hall check-out procedures including return of keys, removal of personal property and trash and completion of Room Inventory Form.
- b) Room, Board and Fee refund policy is subject to revision in order to complement the most recent Mohawk Valley Community College refund policy. Acceptance of financial responsibility of College Bill applies to the Room and Board Agreement.
- c) Refunds are available when all outstanding financial obligations due to the Dormitory Corporation and affiliated agencies are satisfied.
- d) In the event the Corporation must use legal remedies to collect a balance due, collection fees, in addition to the balance due, will be the responsibility of the student.

Appeal Procedure: Appeals, including medical, of the deposit or refund schedule may be made in writing to the M.V.C.C. Dormitory Corporation, no later than thirty (30) days after the end of the academic year in which the charges were incurred, when possible. Appeal must include documentation where appropriate. Appeals may be made via US Mail to MVCC Dormitory Corporation 1101 Sherman Drive Utica, NY 13501 or via email to reslife@mvcc.edu.

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

Unconditional Rights of the Dormitory Corporation:

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

Use of Residence Halls:

- a) A room may only be occupied by the student(s) assigned to it.
- b) Permanent check-out procedures include removal of personal belongings and trash, completion of the Room Condition & Inventory Form with a staff member and return of room key(s) to a staff member by the student. Failure to remove personal belongings and trash upon residency termination or an imposed deadline will imply authorization for Residence Hall officials to remove/discard property from room. (See item "e" below) A \$50.00 charge will be levied in addition to forfeiture of deposit.
- c) Students must vacate the residence halls and follow check-out procedures for each break and at the end of each semester.
- d) The student may leave personal belongings in assigned accommodations during periods of recess only, not the conclusion of academic year, at the student's risk, providing they are returning to the same room assignment after the recess.
- e) Items authorized to be placed in Residence Hall storage locations will be discarded after 30 days.
- f) Students who withdraw or are academically dismissed between the Fall and Spring semesters are required to remove all personal belongings and follow proper check-out procedures within 5 days. See "b" above.
- g) Students who withdraw from the college mid-semester are required to remove all personal belongings and follow proper withdrawal procedures on the same day on which the withdrawal becomes effective. See "b" above.
- h) A student will have no right to enter, use or occupy the residence hall when college is not in session, unless preapproved.
- i) Students will be held financially responsible for the condition of their room and its furnishings and for any loss or damage other than normal wear that may occur. Damage to property in common areas is deemed the responsibility of the students in that immediate area, if responsibility cannot be determined.
- j) Students are responsible for daily cleaning and care of their room which maintains a hygienic atmosphere.
- k) A student is expected to maintain personal hygiene which creates a pleasant atmosphere.
- l) Students are liable for theft, damage or loss to their personal property except where legal negligence of others applies. Neither the College nor the Dormitory Corporation carry or provide insurance for the personal property of

others and will not be responsible for theft, damage or loss. The Corporation strives to enroll students in a limited optional property insurance policy.

- m) Any student convicted of a felony, other than a conviction in connection with an ACD (adjournment in contemplation of dismissal), a youthful adjudication, and other than a sealed conviction, or a student who is placed on parole, domicile restriction, or County supervision, to include probation, except where such condition was imposed in connection with an ACD (Adjournment in Contemplation of Dismissal) or a youthful adjudication, while already in the Residence Halls, MUST notify the Office of Residence Life in writing immediately. This may or may not affect continued residency.

Room Assignment:

- a) Room assignments are made in reference to 1- New Residents: by the date the \$100.00 Security/Damage Deposit and Resident Information & Preference Form was received/approved and the housing management software analytics 2- Returning Residents: number assigned in Room Selection Process
- b) The Dormitory Corporation does not guarantee a room assignment and/or roommate requests.
- c) The Dormitory Corporation reserves the right to re-assign students.
- d) The Dormitory Corporation reserves the right to temporarily triple rooms. The student account will be adjusted to reflect triple room rate for the dates that room was tripled.
- e) All room assignment changes must receive prior approval from a Residence Life Office professional staff member.
- f) Room will be cancelled for a scheduled student who does not take possession of room keys prior to the 2nd day of classes, unless an alternate check in day is approved. Room will be cancelled for a student not scheduled by the first day of classes immediately. This does not relieve the student from the obligations of this Agreement.

POLICIES:

Academic Eligibility: Students are subject to the Academic Eligibility Policy in effect at the time of entering this Agreement. See mvcc.edu/housing for most up to date policy.

Academic Requirements: Any student residing in the Residence Halls must be a full-time student; engaged and attending classes. Reduction in course load to below 12 equivalent credits is subject to approval. "Late start" or "B" term courses may be used in determining full-time status. However, in no case will a resident be eligible to remain in the residence halls with less than six (6) credit hours currently in session without special permission from the Dean of Student Life. Students must pre-schedule the next semester classes prior to the close of the present semester, as required. Student agrees to participate in College academic success initiatives, as necessary.

Age: All residence hall students must be a minimum 18 years of age no later than the end of their first semester of occupancy. Request for exceptions may be directed to the Residence Life Office.

Code of Conduct & Residence Hall Regulations:

Resident must comply with the MVCC Code of Conduct and all Residence Hall Regulations within the on-line MVCC Student Handbook and any applicable federal, state or municipal laws, codes, rules or regulations. NOTICE: Security Cameras are used on the premises to record and/or monitor activities and aid in the investigation of incidents.

ASSUMPTION OF RISK: If the Dormitory Corporation is unable to perform its obligations, or if such performance is hampered, interrupted, or rendered impossible, hazardous or interfered with by reason of fire, casualty, lockout, act(s) of God, riots, strikes, labor difficulties, epidemics, pandemics, disease, earthquakes, any act or order of any public or governmental authority, administrative or judicial regulations, order or decree, or by any local or national emergency, or any other cause or event beyond their control, whether foreseeable or not, then the Dormitory Corporation shall be excused from its performance under the Agreement with no liability. There will be no recompense, compensation, refunds, or reimbursement due or payable to students, in whole or in part, for any interruptions to student's use of the dormitory or the Room and Board Agreement as a result of the events stated above. Should the Dormitory Corporation offer a student credit to their account after consideration of all encumbered expenses, such credit will only be allowed as a future credit to next semester costs of the student.

NOTICE OF NON-DISCRIMINATION POLICY: It is the policy of the MVCC Dormitory Corporation to provide equal opportunity for all qualified applicants, students, and employees; and to prohibit discrimination on the basis of race, color, creed, sex, religion, national origin, ancestry, age, disability, marital status, sexual orientation or veteran status. The College's Affirmative Action Officer is the Executive Director of Human Resources, Room 113 of the Academic Building, Utica Campus, telephone is 315-792-5637. The Section 504/ADA Coordinator is the Dean, Student Support, Payne Hall 127, telephone (315) 792-5401. For a copy of the non-discrimination policy and procedure please contact the above stated individuals or visit <https://www.mvcc.edu/student-handbook/policies-regulations/anti-discrimination-and-anti-harassment-policy-and-procedures.php>

Meal Plan (Board) Agreement **Note: The current MVCC Food Service Meal Plans are subject to change.**

All students assigned a residence hall room are required by policy to participate in a meal plan. To access the meal plan all students need to have their current ID card with them. Meal Plans are provided by Dining Services.

Resident Gold *DEFAULT PLAN 14 meals per week & \$100 in "Hawk Dollars" per semester.	Resident Silver *LIMITED AVAILABILITY 10 meals per week & \$100 in "Hawk Dollars" per semester	Resident Platinum 17 meals per week & \$100 in "Hawk Dollars" per semester.
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"Hawk Dollars" (Declining Balance): The declining balance portion of the meal plan, known as "Hawk Dollars" can be used toward purchases in any on-campus dining retail operation. Additional "Hawk Dollars" can be purchased directly from Auxiliary Services. Any remaining "Hawk Dollars" at the close of the Fall semester are transferable to Spring semester, providing you continue to incur a meal plan charge in Spring. Any remaining "Hawk Dollars" at the close of the Spring semester are non-refundable. Additional Hawk Dollars can be added to any meal plan.

Meal Plan Changes: Meal plan changes are limited to the first two weeks of classes. All changes are subject to Auxiliary Services Corporation approval. Students who have used "Hawk Dollars" in excess of the amount allotted in the new plan are responsible for the difference.

Dining Hall Schedule: Meals for each semester will begin no later than the day before classes. During scheduled College recesses, the last meal before the recess will be dinner (unless otherwise notified via menu). Meals will resume after the recess on the day before classes restart (unless otherwise notified).

Meal Swap and "To Go": Students can use their meal plan swipe in the Snack Bar, this is equivalent to one swipe in Hawks Nest. A Meal swipe equals one entree, two side, and a medium 24 oz. fountain drink or bottle of water. A student may also take advantage of the meal plan "To Go" program that will allow a student to take-out their meal.

Change in Service: In the event of an unanticipated delay or cancellation of classes, i.e. "a snow day", the meal schedule will include lunch and dinner only. Neither the College nor Dining Service is liable for service reductions that occur due to circumstances beyond our control (i.e. utility failure.) Theme Meal: Theme meals may occur up to four times per semester. Theme meals provide a different style of delivery and all formats may not be available.

Conflicts: In the event there is an academic conflict with the dining schedule, the student will be provided with a boxed meal upon request.

Meal Plan Policies:

Students violating the College Code of Conduct or other meal plan policies as posted are subject to judicial procedures. The College, Dining Service or the Dormitory Corporation may terminate the Board Agreement at any time for violations of the Meal Plan policies. Residence Hall students who have Meal Plan privileges terminated will also be required to vacate the Residence Halls. Students are required to have their current Student ID Card for meal plan usage.

Special Condition: (Full-time Executive Chef is on site to consult with students.)

Special Diet: If participants have any questions concerning their diet, contact the Dining General Manager/Executive Chef.

Meal Conflicts: Students who are unable to obtain meals during the normal schedule due to a work or academic conflict may contact a Dining Hall manager in advance to arrange for an alternative.

Sick Trays: Sick trays are available to meal plan participants. Residence Hall students can obtain sick tray passes from the College Nurse or from a Residence Hall professional staff member.

Food-Allergic Individuals: Eggs, milk, wheat, shellfish, fish, soy, peanut, tree nut products, and other potential allergens are routinely handled and prepared in our cafes and kitchens. A conversation/meeting/email with the Chef on campus is highly recommended. Please inform the dining hall manager on duty if you or a person in your party has a food allergy. Please direct questions to the Dining General Manager/chef or contact the Office of Accessibility Resources in WH129 to discuss allergy accommodation.