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## COMMONWEALTH UNIVERSITY OF PA

# Commonwealth University-Bloomsburg Housing/Food Service Agreement

Revised: September 2024

This Housing/Food Service Agreement (hereinafter Agreement) for Spring 2025 is binding on students living in on-campus housing at Commonwealth University of Pennsylvania-BLOOMSBURG (hereinafter CU-Bloomsburg). Carefully read the terms and conditions of the Agreement prior to accepting/signing it. By accepting/signing this Agreement you, the student, are financially obligated for the entire academic year.

### I. INTRODUCTION

All students living in on-campus housing agree to comply with the terms and conditions noted within this Agreement, all current rules, regulations, procedures and responsibilities set forth below and in the Guide to Campus Living and the CU-Bloomsburg Student Code of Conduct, and any other relevant CU-Bloomsburg documents regarding on-campus student housing and dining. The university houses students without regard to race, creed, age, sexual orientation or disability in compliance with state and federal legislation.

### II. GENERAL CONDITIONS

This Agreement is between CU-Bloomsburg and the student (and the student's parent/guardian if under 18 years of age) when the student's signature appears on this Agreement. The Agreement is nontransferable. Failure to comply with the terms of the Agreement may result in revocation of the license and termination of this Agreement with possible financial penalties and judicial action at the discretion of CU-Bloomsburg. During the term of the Agreement, CU-Bloomsburg reserves the right to alter any rates for housing or dining services. Rates are not guaranteed from one year to the next. The University does not guarantee any student a given room/suite/apartment, roommate or residence hall. Housing and Food Service fees do not cover vacation periods when the university is officially closed. Students withdrawing from the university must vacate their room/suite/apartment within 48-hours.

### III. ELIGIBILITY

To be eligible for residence in on-campus housing, the student must be admitted and enrolled as an undergraduate, graduate or special non-degree student at CU-Bloomsburg and have paid all required fees. Generally speaking, dropping below the full-time course load of 12 credits per semester (nine credits for graduate students) and/or choosing online classes during the Agreement period does not release the student from the financial responsibility for the Agreement period; however, this is at CU-Bloomsburg's discretion. In addition, the student must fulfill mandatory immunization requirements, as outlined in CU-Bloomsburg policy and the Student Health Evaluation Form.

The student's eligibility to live in on-campus housing is not guaranteed. A violation of criminal law, the CU-Bloomsburg Guide to Campus Living, and the CU-Bloomsburg Student Code of Conduct, this Agreement,

other health, safety or welfare issues or an unpaid invoice due to CU-Bloomsburg may violate this Agreement or preclude you from securing housing under a similar Agreement in the future. CU-Bloomsburg reserves the right to cancel the Agreement for such reasons.

CU-Bloomsburg strives to provide a safe campus and learning environment. As a part of that effort, when the Housing and Residence Life Office receives an application for on-campus housing from an individual who has been convicted of certain criminal offenses and/or received a disciplinary sanction from an institution of higher education, the application will be forwarded to the Discipline/Justice Review Committee. The Committee will review the completed documentation and determine if the applicant is eligible for residential housing. As part of this process, the University may request additional documentation from the applicant and may, where appropriate, request that the applicant appear for an interview with the Committee. The Committee's decision is final. If the relevant requested documentation is not received from the applicant, the application will remain incomplete. Should the requested documentation not be received within two weeks of the document request date, the Housing and Residence Life Office has the option to cancel the application as incomplete. If an applicant answers no to the criminal background or the disciplinary history application question(s) and it is later found the applicant did not truthfully respond to the questionnaire or provide complete and truthful information, the University has the right to rescind the offer of residential housing or take disciplinary action that may include removal from housing and/or dismissal from the University.

#### REQUIRED MENINGITIS VACCINE FOR STUDENTS.

Pennsylvania State Law requires all students living in CU-Bloomsburg housing to either have the meningitis vaccine, or sign a declination statement after having received information concerning the benefits of receiving the meningitis vaccine. Students who do not either have the vaccination or sign the declination statement will not be permitted to reside in CU-Bloomsburg housing.

#### IV. RESIDENCY REQUIREMENTS

All full-time undergraduate students are required by CU-Bloomsburg to reside in University housing for the first four semesters of their college career with the following general exceptions:

1. Students who reside with their parent/guardian within 30 miles of CU-Bloomsburg campus.
2. Married students.
3. Students who are 21 years of age or older before the first day of classes for the fall semester.
4. Students with dependent children.
5. Students whose recommended accommodation from University Disability Services supports living off campus.
6. Transfer students who have attended another university for 4 semesters and have 60 earned credits.
7. Students who have received a general discharge under honorable conditions from any U.S. Military branch of service.

Students who meet one of these general exceptions, at a minimum, must submit a Residency Requirement Exemption form to request an exemption. In certain circumstances, more than one general exemption will be required for a Residence Requirement Exemption to be approved. For example, a transfer student with 60

earned credits, may be required to also be over the age of 21. The student will not be exempt unless the student receives an approval notice from the Housing and Residence Life office.

As part of the 2-year residency requirement, students will be required to complete a new housing agreement for their second year of residency and will have the opportunity to select their specific housing location during the housing selection for returning students process.

Students under obligation of the 2-year residency requirement who do not complete the housing selection process, or do not have an approved exemption, will automatically be matched with roommates and assigned housing by the Housing and Residence Life office.

## V. HOUSING FEES/REFUNDS

Housing and Food Service fees are approved by the Council of Trustees and may be changed during the agreement period only by action of the Council of Trustees. Payment of fees must be made according to the deadline dates indicated on the billing statement. Housing and dining costs are paid by the semester upon receipt of an invoice from Student Accounts. Please refer to <https://www.bloomu.edu/student-life/housing-and-residence-life/housing-rates-fees> for the most recent information on residence hall and dining fees. Fees do not cover break periods when CU-Bloomsburg is officially closed.

Dining plan refunds are based on the number of days remaining in the semester or utilization rate, whichever is greater. Students will be charged a \$10 administrative fee to cancel a dining plan. Not using or underutilizing a chosen dining plan during the term of the agreement is not sufficient grounds for a refund request.

## VI. CANCELLATION/TERMINATION OF AGREEMENT

Once a student signs the Agreement, electronically, or on paper, the student is committed to living on-campus, regardless of the student's participation in the remainder of the room selection process. If a student signs an Agreement, but then chooses to live off-campus, the student may be responsible for the housing and food service fees for the entire Agreement year. Students may be eligible for termination of the Agreement and a refund of the room fees under the following conditions:

- Withdrawal from CU-Bloomsburg during the semester automatically terminates the Agreement. Residents must withdraw with the Registrar's Office, and notify the Housing and Residence Life office. If a student chooses to withdraw from Commonwealth University, the room charge will be refunded in accordance with the PA State System of Higher Education Refund Policy as follows:

Refund Period (% of Enrollment Period Completed)	Refund Percentage
0-8.50%	100%
8.51-12.50%	80%
12.51-19.44%	60%
19.45-26.39%	50%
26.40-33.33%	40%
>33.33%	0%

- A resident student is dropped from the academic rolls, as determined by CU-Bloomsburg policies (housing may be reinstated if the student is readmitted to CU-Bloomsburg during the Agreement period).
- A resident student is called to active military duty.
- A resident student graduates and will not engage in additional study at CU-Bloomsburg.
- A resident student is assigned to, and can provide documentation of, a CU-Bloomsburg approved internship, student teaching assignment outside of the BLOOMSBURG area (30-mile radius) or exchange program abroad in lieu of classes on the CU-Bloomsburg campus.
- A resident student demonstrates serious extenuating circumstances when, in Housing and Residence Life's judgment, living elsewhere is warranted.
- A resident student provides proof of marriage during the period of the agreement.

Students who wish to cancel this Agreement for reasons other than withdrawal from CU-Bloomsburg must submit a housing release request. The student is not released until the student receives an approval response from the BLOOMSBURG Housing and Residence Life office. Upon review of the request, CU-Bloomsburg may permit residents to be released from on-campus housing and/or meal plan. A financial penalty may be imposed. Please review and understand the following cancellation penalties completely before agreeing to the terms of this Agreement.

Cancellation Penalties for Spring Semester (after Agreement has been signed):

- Cancellation request made on or before December 14, will be assessed a \$150 cancellation penalty.
- Cancellation request made on or after December 15, but before January 1, will be assessed a \$250 cancellation penalty.
- Cancellation request made on or after January 1, but before the first day of classes of the spring semester, will be assessed a \$500 cancellation penalty.
- Cancellation request made after the first day of classes, the student will be responsible for the Housing and Food Service fees for the entire semester.

TERMINATION – CU-Bloomsburg may cancel or temporarily suspend performance of any part of this Agreement due to emergency needs or other occurrence beyond the reasonable control of CU-Bloomsburg. In the event CU-Bloomsburg cancels this Agreement due to any act, order, regulation, or request of any governmental authority or agency or other occurrences including, but not limited to, natural disasters, fires, epidemics, pandemics or quarantines, CU-Bloomsburg will offer fair and reasonable credits of fees paid by impacted residents as appropriate and based on information available at that time. If this occurs, CU-Bloomsburg will notify the impacted residents as soon as practicable.

CU-Bloomsburg may terminate the Agreement for violations of any of the provisions herein, for violations of university regulations, residence hall/suite/apartment rules and regulations, health, or for any other reason deemed sufficient by university officials. Resident students whose agreements are terminated for any reason (withdrawal, academic dismissal, housing revocation, etc...) must vacate their rooms/suites/apartments within 48-hours of notification. Loss of housing could result if Housing and Residence Life staff determine that an individual's behavior is detrimental, disruptive or disorderly to community living. In addition, this Agreement may be terminated upon the mutual consent of the student occupant and an appropriate

University official. An academic dismissal will also warrant the termination of the Agreement and, if the student is reinstated, the student must accept the housing arrangements made for the student. Students who are removed from University housing due to disciplinary action will not receive a refund for the remainder of that semester.

## VII. FOOD SERVICE

All CU-Bloomsburg students are eligible to purchase a dining plan.

Bloomsburg Campus Dining Requirements: All traditional residence hall/suite-style students are required to purchase a dining plan. Traditional residence hall/suite-style students must choose either Plan A (19 meals per week), Plan B (14 meals per week), Plan C (10 meals per week), or Plan E 175 Block (175 meals per semester), all of which include the choice of 250 or 300 FLEX (a declining balance fund for food purchases from the campus dining provider). Traditional meal plans allow students to eat up to six meals per day (one meal per transaction), up to the number of meals available per week based on the meal plan chosen. Block meal plans allow students to eat up to six meals per day (one meal per transaction), up to the number of meals available per semester based on the meal plan chosen. See Dining Services website for full dining plan details. Students living in apartments or residing off campus are offered the option of purchasing any available dining plan. They may choose from the dining plans listed above or Plan F 75 Block (75 meals per semester) or a FLEX only plan. Plan F includes the choice of 250 or 300 FLEX.

The dining plan chosen on CU-Bloomsburg campus in the fall will automatically be reassigned for the spring semester unless the student chooses to change the dining plan during the defined dates. FLEX balances carry forward from the fall to spring semesters. Any remaining balance of FLEX at the end of the spring semester is forfeited. Meal plans may not be transferred to another individual.

Upon notification or in cases of emergency, CU-Bloomsburg may adjust meal hours and dining service locations. Dining service is not provided under this Agreement during official break periods. Students who would like to cancel or decrease their meal plan may do so through Drop/Add of Spring. Please visit the CU-Bloomsburg website at <https://www.bloomu.edu/student-life/dining-services/meal-plans-flex> for more details on how to do so. Students will not be permitted to decrease plans after this date, but may increase at any time.

## VIII. ROOM ASSIGNMENTS

CU-Bloomsburg will not unlawfully discriminate in room or hall assignments on the basis of race, color, religion, national origin, ancestry, sexual orientation, or disability. CU-Bloomsburg further recognizes and appreciates the educational value of diversity and does not consider differing backgrounds, physical characteristics, race, religion, or sexual orientation as acceptable grounds for honoring room change requests.

There is no guarantee that a specific hall, room, or roommate preference will be honored. Also, criteria utilized for making roommate selections (i.e., non-smoker, smoker, course of study, etc.) cannot be guaranteed; however, every effort is made to honor the student's preference to the extent possible. Failure to honor room preferences will not void this agreement. While housing assignments are generally made between students of the same gender, gender inclusive housing assignments are available by request.

The university will make reasonable effort to provide equality of opportunity and freedom from discrimination for all members of the university community and visitors. Consistent with the commitment to maintaining an environment of dignity and respect, housing assignments are made with the expectation that students within the community refrain from all forms of harassment and discrimination, whether because of race, color, religion, sex, sexual orientation, gender identity, age, national origin, ancestry, disability, veteran status, content observed on social media, or any other characteristic protected by law. With our responsibilities and commitment assured, housing matches are based on responses to the personal information questions in MyHousing Self-Service.

Current residents must participate in the returning student housing selection process to reserve housing for the following fall/spring.

CU-Bloomsburg reserves the right to: a) change room or hall assignments; b) relocate individuals or groups of individuals; or c) consolidate vacancies by requiring residents to move. When a vacancy occurs, CU-Bloomsburg reserves the right to show the room and assign a new occupant. Furthermore, CU-Bloomsburg reserves the right to adjust housing assignments for the purpose of meeting American with Disabilities Act requirements, responding to disciplinary concerns, coping with unexpected fluctuations in the student ratio on-campus or demand for housing.

#### CONSOLIDATION

CU-Bloomsburg reserves the right at any time to consolidate rooms/suites/apartments with vacancies. If a vacancy occurs in the student's room/suite/apartment, the university will assign someone to that vacancy or the student will be reassigned to an existing vacancy at the university's discretion prior to, or at the beginning of the semester. Students who find themselves without a roommate throughout the semester may, if space permits, and if approved by the Housing and Residence Life office, retain the room as a single by paying the established rate for a double room as a single for the remainder of this agreement, or until the student accepts a roommate. Students may not request their room as a single upon assignment of a roommate. Housing and Residence Life staff will attempt to notify residents of a new roommate in advance whenever possible. There is no option to keep a room as a single in the event other students are housed in tripled or temporary housing. If a request to keep the room as a single is approved, all university provided furniture will remain in the room.

CU-Bloomsburg does not have accommodations for married students to reside with their spouses, or for students to reside with children.

#### SPECIAL HOUSING ACCOMMODATIONS

Students with disabilities must coordinate with the University Disability Services Office to receive accommodations, in compliance with the Rehabilitation Act of 1973, the Americans with Disabilities Act, and other applicable laws. Students are assured that the accommodations will be provided in a non-discriminatory manner, be comparable, convenient, and accessible, and will be at the same or less than the cost assigned to other students. Students with special housing accommodation requests must submit a "Special Housing Accommodations Form" with the specific needs well in advance of the desired date of arrival. Depending on the nature of the request, the student may be referred to the University Disability Services to provide documentation from the student's physician stating the student's specific housing request and reason/need for

this request. The materials will be reviewed and recommendations will be made to the Housing and Residence Life office on how to meet the needs. All inquiries to bring an Emotional Support/Service Animal to live in campus housing should be directed to the University Disability Services (UDS) office for information on the required documentation and approval process.

#### IX. GENERAL PROCEDURES AND POLICIES

Students shall comply with all health, fire, safety, and criminal regulations of municipal, state, or federal authorities, as well as with the rules and regulations in force or adopted by CU-Bloomsburg relating to occupancy and use. Students shall also comply with all regulations outlined in the CU-Bloomsburg Guide to Campus Living and the CU-Bloomsburg Student Code of Conduct.

CU-Bloomsburg administration and Housing and Residence Life staff reserve the right to enter/inspect all rooms/suites/apartments (1) at initial occupancy, during breaks and prior to departure; (2) to make repairs at any time during the school year; (3) when there are reasonable grounds to believe a condition exists which constitutes a danger to the health, safety, and security of the occupants of a room, suite or residence hall; (4) to make routine inspections for maintenance, health and safety, and to perform required services; or (5) when there is reason to believe a specific violation of policy is taking place.

#### X. REPAIRS AND ROOM/SUITE/APARTMENT CONDITION

Prior to the beginning of occupancy, an inventory will be taken by the Housing and Residence Life staff. The student is responsible for keeping the room, furniture, and fixtures in good condition. Students are expected to maintain their room in an orderly, safe and sanitary condition at all times.

At the end of the Agreement period or when a student vacates the room, the Housing and Residence Life staff will conduct a final inventory. The student(s) assigned to that room will be charged for any damage or cleaning necessitated as determined by the Housing and Residence Life Staff and/or the Facilities Department. Damage charges for public and common areas will be split among all residents of the floor or residence hall unless the responsible individuals are identified. If an occupant is charged a damage fee, the student has 60 days after the last day of the academic semester of the fee assessment to appeal, in writing, the assessed damage fee to the Housing and Residence Life office at CU-Bloomsburg.

#### XI. ABANDONED PROPERTY

The University reserves the right, without further notice, to remove personal belongings of, or used by, student(s) that remain in the room/apartment/suite or elsewhere in the area after the termination of the Agreement. The University may dispose of any property 48-hours after the student(s) vacates the room.

#### XII. LIABILITY

CU-Bloomsburg will not assume any liability under this Agreement and is not responsible for accident, personal injury, or illness sustained by the student, guests or visitors, or for the damage, theft or loss of personal property. The undersigned releases CU-Bloomsburg, its officers, agents, and employees from any liability on any account. CU-Bloomsburg will not be liable for any accident, injury, illness, property damage, theft or loss. In the event of damage by fire, smoke, water, steam, excessive heat or cold, or other causes which render a room wholly unfit for occupancy, CU-Bloomsburg reserves the right to reassign the resident

to alternate housing accommodations. CU-Bloomsburg shall not be directly or indirectly liable for any loss or damage to any property regardless of cause. CU-Bloomsburg will not be liable for loss or damage to any article of personal property, anywhere on the premises, due to insufficient or excessive heat, cold, smoke, fire, water, steam, electrical surge, the elements, actions of third persons, or for any reason. Personal property of residents is not covered by CU-Bloomsburg insurance when stored in rooms/apartments/suites. The student(s) will be charged for expenses incurred in the disposal of such property. Occupants are strongly encouraged to carry their own insurance protection against loss of, or damage to, their personal property.

### XIII. FINAL DISCLOSURE

By accepting this Agreement, you, the student (and the student's parent/guardian if under 18 years of age), agree that the student has read and understand the terms and conditions of the Agreement, the Guide to Campus Living and the CU-Bloomsburg Student Code of Conduct. Once the student has accepted the Agreement terms, completed and electronically signed the Agreement, the student is financially obligated for the entire academic year. The students access to the Agreement is conducted electronically and the student agrees that Housing and Residence Life may communicate with the student electronically for all aspects of the terms of the Agreement, including sending the student electronic notices. All electronic communications will be sent to the student's official CU-Bloomsburg e-mail account.

**THE EXECUTION OF THIS AGREEMENT REQUIRES THAT BEFORE REGISTRATION, THE STUDENT MUST HAVE SATISFIED ALL OUTSTANDING OBLIGATIONS TO THE UNIVERSITY FROM PRIOR PERIODS OF ATTENDANCE INCLUDING BASIC ADMISSIONS, HOUSING, AND FOOD SERVICE FEES.**