

**Northeastern Junior College  
Residence Hall Contract  
Terms and Conditions**

This document and those referred to within it constitute the Northeastern Junior College Residence Hall contract for the residence halls and dining service. The housing and dining services described are being offered under the terms and conditions herein.

Section 1-Contracted Services

1. Eligibility

**In order to be eligible for occupancy in college housing, the student must first be officially admitted to Northeastern Junior College (NJC) and be enrolled as a full-time student (12 semester credits).**

2. Application

Students eligible for college housing must complete a Residence Hall Contract, pay the housing deposit, and mail or bring the completed contract to the Housing Office, Hays Student Center, 132. Priority will be given on a first come, first serve basis to those individuals who turn in a completed contract, pay their \$125.00 deposit and submit a current Certificate of Immunization showing the student has received two (2) MMR immunizations. On or after July 1, 2005, the state law of Colorado requires that all public and non-public post-secondary education institutions provide all incoming students (or their parents/guardians if the student is less than eighteen years of age) information concerning meningococcal disease. The law also requires that all students who have not received a meningococcal (or their parents/ guardians if the student is less than eighteen years of age) to receive the vaccination or sign a waiver form.

First-Year Student Housing Policy

All first-year students with less than 30 semester credit hours earned are required to live in the residence halls for two semesters and/or until 30 semester credits are earned. Exemptions to this policy are first-year students who are:

- 1) Over twenty-one years of age,
- 2) Married,
- 3) Have minor dependent children,
- 4) Commuting to NJC from a parent/guardian's residence in a 60-mile radius,
- 5) Serving in the military, or
- 6) Are a part-time student with less than 12 credit hours

Freshmen students will be required to contract for two semesters. Students who do not meet the exemptions above and who choose to live off campus will be charged one half of a semester standard room rate. Students who withdraw from all classes and move off campus after the 8<sup>th</sup> week of school will receive no reimbursement for housing or meal plan charges.

3. Meal Plans and Dining Services

All students residing in the residence halls are required to purchase a meal plan in conjunction with the Residence Hall Contract. Residents may choose between the following 7-day meal plans: 10 meals; 14 meals; 19 meals; 14 meals + 75 flex dollars; 10 meals + 100 flex dollars. Residents who wish to DECREASE their meal plan must do so within 30 days from the first day of the semester based on the academic calendar. A student may INCREASE their meal plan at any time during the semester. Students desiring to change his/her meal plan contract must contact the Housing Office in Hays Student Center 132. At times when the residence halls are closed, dining services are not available. These times shall include: Thanksgiving Break, the

December Holiday Break and Spring Break. For exact dates, residents should refer to current college calendars. **Meal plans are non-transferable.**

#### 4. Room Assignment Policy

Returning residents are given first consideration in the room assignment process. New residents are assigned to rooms and halls according to their preferences on their application and space availability. All requests for specific room assignments will be granted on the basis of a first-come, first-serve priority. If the initial requested room/hall cannot be granted, the housing office will attempt to accommodate the student's next room/hall preference. Students in need of housing after all available rooms have been reserved will be placed on a waiting list, and will be contacted as spaces become available. Priority will be given to students according to the date placed on the waiting list.

Eligibility for the GRB suites: Sophomores who have a 2.5 or higher GPA and no more than one campus policy violation may be eligible to live in the suites. Rooms are assigned on a first-come, first-served basis from those who qualify.

#### 5. Room Occupancy

Two residents will be assigned to each residence hall room (3-4 people in Dowis Apartments and GRB Suites). Based upon availability, students may request single rooms at an increased rate on a first-come, first-serve basis. Single room assignments will not be assigned until two weeks after official check in day in the fall semester, unless otherwise announced by the Office of Residence Life. Residence Life reserves the right to assign students to single rooms as deemed necessary.

#### 6. Closing of Residence Halls

There are three times during the contracted period when residents are unable to stay in the residence halls: Thanksgiving Break, Winter Break, and Spring Break (for exact dates, residents should refer to current college calendars). All residence halls will close at 5:00 p.m. on the last day of finals each academic semester. Residents must vacate the residence halls prior to closing time. Special permission to remain in the residence halls after closing time may be granted by the Residence Hall Director for that building.

### Section 2 - General Conditions

#### 1. Contract Terms

**PERIOD OF CONTRACT:** The Contract is for the entire academic year, or, if the student applied for accommodations after the beginning of the academic year, for that part of the academic year remaining after the effective date of the Contract. If a student moves out of the residence halls before the end of the contract, and does not meet the criteria listed in Section 1, the student will forfeit their deposit and be charged a "failure to perform" fee of one-half of a semester's standard room rate.

#### 2. Cancellation Policy

Cancellation of a signed contract prior to semester start date must be initiated by a written request to the Department of Residence Life. Residence Hall Contract deposits will be refunded only in accordance with the following policy: A full refund of the deposit will be granted if the written request is postmarked on or before July 1 of that year for the Fall Semester and December 1 for the Spring Semester or within 30 days of initiating the contract. Requests after the designated dates will not be honored and the deposit forfeited. Students on waiting lists for hall assignments after July 1 or December 1 are not subject to a forfeiture of deposit.

### 3. Contract Release

The Residence Hall Contract is a legal and binding document for services rendered or reserved. The Department of Residence Life realizes, however, that circumstances may change once students move into the residence halls, and for this reason, the following guidelines will govern a Contract Release request:

- Medical: The resident has developed a specific medical situation, which prevents him/her from fulfilling the terms of the contract. A medical verification which specifically states the nature of the medical situation and why it contributes to the resident's contract release request must be supplied by a health care professional (on the physician's letterhead with signature) and must accompany all requests for a release based on medical reasons.
- Financial: The resident's financial situation has undergone an involuntary change, which was beyond his/her control when the Residence Hall Contract was first signed. A Student Financial Profile must be supplied by the Financial Aid Office for all financially related requests for a release or documented financial records indicating an involuntary change.
- Extenuating Circumstances: The resident has undergone situations, other than financial or medical, which the resident feels warrants a release from their contract. Extenuating circumstances require verifiable documentation.
- Waiver from First-Year Housing Policy: The resident meets any one of the criteria listed in Section 1, Paragraph 3. Documentation will be required.

In all cases, a letter from the resident and a parent must accompany all requests for a contract release. This letter must state, in detail, all circumstances surrounding the release request.

If a resident is granted a contract release for one of the four reasons listed above, their deposit will be refunded (less damage charges or outstanding balance on student account) and their remaining room and board balance will be refunded. Residents who move out prior to the completion of their contract and do not meet one of the criteria listed in Section 1, subsection 3, are responsible for fulfilling their Residence Hall Contract. There will be no room refunds after 8 weeks into the semester.

Students who withdraw, are evicted or suspended, from school prior to the end of the semester, will not receive a refund of their deposit. A review of the remaining housing charges will be done on a case by case basis by the Director of Residence Life.

### 4. Termination of Contract by the College

The college reserves the right to terminate a Residence Hall Contract under the following circumstances:

A resident is found to have violated any rules, regulations or policies listed in or referred to in this contract, the Student Handbook, or the College Catalog.

A resident has committed a serious crime (felony); either accused or found guilty of a crime that would interfere with the physical or mental well being of any other resident.

A resident fails to comply with any portion of the contract.

A resident has any unpaid charges from a previous Residence Hall Contract.

College termination of a contract prohibits a resident from entering any other residence hall or the college cafeteria for a period of time designated by the Department of Residence Life. In

the instance that the college terminates a contract, the deposit is forfeited and the resident will be charged up to four weeks room and board.

#### Section 3 - Financial Obligations

##### 1. Resident Responsibilities

The resident agrees to make payment of all room and board fees. Payment or arrangements to pay will be made during the first three days of each academic semester. The resident agrees to comply with all rules, regulations, policies and procedures of Northeastern Junior College, the Residence Life Program and the State of Colorado. Publications noting the policies and procedures of the college are the College Catalog, Student Handbook and the Residence Hall Contract.

##### 2. Rates

The Residence Life Brochure accompanies this contract, which includes the cost of room and board rates. The rates are subject to change each academic year, but will not change from semester to semester. The rates also cover local phone service, electricity, cable TV (non-premium service), and high speed internet.

#### Section 4 - Residence Life Policy

##### 1. Student Code of Conduct/Resident Hall policy/General College Policy

All residents in college housing will abide by all residence hall policies and general college policies as stated in the Residence Life Handbook, Student Handbook, and the College Catalog.