

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 and maintain full-time student (12 semester credits) status throughout the contracted period. *Failure to maintain full-time student status could result in the student being dismissed from the Residence Halls. In such a case, the student will be charged on the basis outlined in Section 2, subsection 4.*

2. Application

Students eligible for college housing must complete a Residence Hall Contract, and pay the \$125 housing deposit. 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 and a Meningococcal vaccination. 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.

Freshman students will be required to contract for two semesters. Students who do not meet the exemptions above and choose to live off campus will be charged one half of a semester standard room rate.

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 + \$150 flex; 14 meals+\$100 flex; 19 meals+\$50 flex; 75 Block + \$150 flex (sophomores); and 100 Block + \$100 (sophomores). In addition, residents who wish to decrease their meal plans after the beginning of each semester must do so within 30 days. Residents may increase their meal plan at any time. **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 and Blue Spruce Hall: Sophomores who have a 2.5 or higher GPA and no more than one campus policy violation may be eligible to live in preferred housing. Rooms are assigned on a first-come, first-served basis from those who qualify.

Academic Standard for Returning Residence Hall Students: Returning students wanting to reside in the residence halls must have at least a 2.0 CUM GPA. Incoming freshmen in the Spring Semester will have a semester to show sufficient academic progress for continued residency on campus by attaining at least a 1.0 CUM GPA their first semester.

5. Room Occupancy

Two residents will be assigned to each residence hall room (2-4 people in Dowis Apartments, GRB Suites, Long-Berg Apartments). Based upon availability, students may request single rooms *in Poole Hall* at an increased rate on a first-come, first-serve basis. 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 in the Fall Semester, and 7:00 P.M in the Spring Semester due to graduation. 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 dates of the Contract.

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 to 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:

- A. **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.
- B. **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.
- C. **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.
- D. **Graduation:** The resident has met all requirements for graduation from NJC at any point during duration of the contract. Verification must be received through the Records office.
- E. **Waiver from First-Year Housing Policy:** The resident meets any one of the criteria listed in Section 1, subsection 2. 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 five 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.

Students who officially withdraw through the Dean of Student Success, or otherwise terminate the Residence Hall Contract prior to the end of the contracted period will not receive a refund of their deposit. Remaining room and board charges will be prorated as follows:

1-7 days = 10% room and board charge

8-14 days = 20% room and board charge

15-21 days = 30% room and board charge

22-28 days = 40% room and board charge

29-35 days = 50% room and board charge

36-42 days = 60% room and board charge

43-49 days = 70% room and board charge

50-56 days = 80% room and board charge

No refunds will be given after the first 8 weeks of the semester

Contracted students who decide not to return to NJC for the Spring semester will not receive a refund of their deposit.

Contracted students who move off campus (terminate the Contract) in between Fall and Spring semesters, and do not meet the criteria as outlined in Section 1, will not receive a refund of their deposit and be charged a "Failure to Perform" fee of one half the standard room rate for the Spring Semester.

4. Termination of Contract by the College

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

- A. 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.
- B. 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.
- C. A resident fails to comply with any portion of the contract.
- D. A resident has any unpaid charges from a previous Residence Hall Contract.

College termination (eviction or dismissal from the Residence Halls) 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 liable for the remainder of the contracted room and board charges.

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), high speed wireless internet, and laundry services.

Section 4 - Residence Life Policy

1. Student Code of Conduct/Residence 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 Student Handbook, and the College Catalog.