

Housing and Dining Regulations

Housing and Dining Regulations

A. Terms and Conditions

The college's Housing and Dining Program is an integral and required component of an Oberlin education. In choosing this residential college, students agree to accept the following principles, terms, and conditions, and to be responsible for all associated fees.

B. 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 and 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 the Housing and Dining Agreement is that the products of 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. In addition, all enrolled students must abide by all policies and procedures as established by the appropriate Oberlin College committees and offices.

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 10 percent of the semester charge

for each week or a fraction thereof in residence. There is no refund after the ninth 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 oncampus 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 supporting documentation.
- (2) Students who live with their parents and commute from their parents' home within a 50 mile radius of Oberlin and have a minimum of six months established residency. Proof of residency is required by the publicized deadline.
- (3) Students who are enrolled for five credits hour or less.
- (4) Students who have underage dependent children.
- (5) Housing Only: Students (approximately ten (10%) of the undergraduate population) who have at least six semesters of residency oncampus 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 or group who registers for off-campus status 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 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 by sending a copy of the transcript(s) to the Office of Residential Education. Any student enrolled for the fall semester who wishes to live off campus during the spring semester based upon time in residency

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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 end of the first week of classes. Failure to notify the college of an off-campus address may result in fines and/or forfeiture of off-campus status. 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 formal written notification of off-campus status.

b. College Dining Program

All students, including students who receive off campus status or a Housing exemption, are required to participate in the college dining program and are responsible for fees connected therewith, unless the Office of Residential Education and Dining Services grants a specific exemption. Students who receive off campus status via section B.2.a.(5) 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. Special Accommodations

The college complies with all applicable laws relating to students with disabilities. The Office of Residential Education understands that some students may have a medical condition or disability that requires a special housing and/or dining accommodation. Students who believe they may need an accommodation for housing and/or dining because of a disability should contact the Office of Disability Services. Required documentation should be submitted by the deadline established by the Office of Disability Services. Assistance with such documentation will be provided upon request.

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. Nonpayment of room and board fees cannot be used as a form of financial aid. The Office of Financial Aid 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 scheduled day of Orientation for the academic year, and for returning Students two 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 at 10:00 a.m. on the day following Commencement. Dining services begins with lunch service two 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 that 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 services 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 shutdown, however, students may continue to reside in village housing. If access or retrieval of items is requested during break or shutdown periods, a fee will be assessed. Housing assignments are for the full academic year, or the remaining portion thereof including winter term (January).

The terms of the dining agreement 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 reassignment system that gives priority to students based on the number of semesters in residence and a randomly assigned appointment time.

The college currently provides single-sex, coed, and all-gender housing options for students. In order to provide students more open accessibility to housing, the college is moving to replace coed 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

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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 the date and time students place themselves on the waitlist. The summer waitlist expires on the first day of classes.

b. *Academic Year Waitlists*

Students who accept an assignment but would prefer another housing situation may place themselves on a waitlist beginning on the first day of classes. Priority for reassignment from the waitlist is on a first-come, first-served basis and available housing. Reassignments required for students in temporary housing will take priority over students on the waitlist.

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 assigned space will be used only for personal living, sleeping, and studying. Public spaces, including, but not limited to lounges, studies, kitchens, or bathrooms may not be used for personal living or sleeping unless assigned by the college. No commercial business operation, solicitation, canvassing, sales, marketing, or advertising will be conducted out of the assigned space or public spaces in the building. 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 *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 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 agreement as if fully set forth herein. Oberlin reserves the right to transfer or evict students in accordance with section 16 of this Agreement.

7. HOUSING AND DINING ASSIGNMENT CHANGES

Housing assignments are generally made for the entire academic year and are not subject to change, except as required by the college to fill vacancies or to consolidate assignments as delineated in the Housing and Dining Agreement. Notwithstanding, a housing assignment may be changed upon the request of a student at the discretion of the Office of Residential Education. The office has the discretion to grant or deny this request.

Residents who wish to change assignments should fill out the Room Change Request form found on the Residential Education website. Once a space becomes available, the Resident will be contacted about the opportunity to move and the appropriate process to do so. Students are given 48 hours to completely move out of their assignment and sign all administrative paperwork. Assignment changes for students who place themselves on the waitlist during the academic year are granted on a first-come, first-served basis. Reassignments required for students in temporary housing will take priority over students on the waitlist. Any change in housing assignment does not affect the student's obligation under the Housing and Dining Agreement. If you are in OSCA, please contact the OSCA office for more information about room moves.

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 oncampus during winter term. Students are given 48 hours to completely move out of their assignment and sign all administrative paperwork. Assignment changes are granted on a first-come, first-served basis.

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 a student has a roommate who fails to move in, leaves the college, or moves to other college housing, the

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remaining student(s) must accept a new roommate or make a housing change within five business days during the academic year. After five 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 roommate or who fail to clear the unassigned portion of the room/unit may be subject to disciplinary action and 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 item limit including trunks, luggage or boxes (18"x18"x16"). All items stored in college storage must meet UPS shipping requirements and must include an identification tag to be provided by the college. Village housing residents and residents taking a leave from campus (including study abroad) may store belongings for a maximum of one year in long-term storage located in East Field. This is the only location available to these students. Student-owned furniture, electronics, refrigerators, rugs, empty boxes, etc., may not be stored in college storage areas. There is no access to storage areas over break 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, improperly labeled or stored items, or possessions left for more than one 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 resident shall alter, paint, repair, or contract the repair of any furnishing, structural fixture, or

electrical, mechanical, or plumbing equipment. Routine maintenance needs are to be reported to Facilities Operations at www.oberlin.edu/facilities using the Submit a Workorder link. Maintenance emergencies need to be reported to Facilities Operations' service response desk during normal working hours and to Safety and Security after hours and on weekends/holidays. Only the appropriate college service employees may paint and make alterations to the room or furnishings. The college will be responsible for making all repairs determined to be 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. Room 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 the labor to rehang or replace the screens.

All students are prohibited from accessing roofs, mechanical rooms, electrical vaults, custodial closets, CIT closets, loading docks, or any other unsafe areas regardless of whether or not the spaces have been locked off by the college. Students living in village housing are not permitted to access basements, attics, roofs, ledges, terraces, or balconies (except in Union/Goldsmith apartments) or any other unsafe areas regardless of whether or not the spaces have been locked off by the college.

13. CHECK-IN AND CHECKOUT PROCEDURES

a. *Check in*

Upon checking into college housing, students are responsible for acknowledging the condition of their assigned space by completing and submitting the Room/Apartment/House Condition report within 24 hours. The purpose of the condition report is to protect both students and the college regarding

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damage charges. Students will be billed for all damages/losses not noted on the check in condition report above ordinary wear and tear at the time of checkout as delineated above. Failure to return the check in condition report will result in an improper check in charge and inability to appeal damage charges assessed upon checkout.

b. Checkout

Students are expected to check out, return their key(s) if applicable, and follow written procedures, as outlined in the closing memo, for vacating their assigned room/unit. Students are expected to reassemble furniture and to remove all trash, personal belongings, and college property not itemized on the condition report prior to check out. Fines and/or charges will be assessed for failure to meet the checkout requirement or for damage or loss of college property. Residential Education and Facilities Operations staff members are all able to assess fines/charges to students. Students may incur additional charges following checkout after college staff complete a final inspection.

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 checkout procedures. Appeals of residential education checkout charges must be received within 30 days of billing. The criteria upon which appeals may be based are:

- (1) new information is available that was not available at the time charges were assessed
- (2) charges are unreasonably severe
- (3) charges were incorrectly assessed

Listed below are the steps that students should take if they decide to appeal a charge from Residential Education.

- (1) Complete the checkout charge appeal form on the Residential Education website. The request for an appeal must include a detailed rationale that addresses one or all of the criteria.
- (2) An Assistant Director of Residential Education will begin investigating the appeal within five business days of receipt.
- (3) If the charges cannot be appealed, students will be notified and the appeal process will end at this point.
- (4) If the charges can be appealed, students will be notified of the outcome of the appeal. Notification will occur within three weeks of receipt.
- (5) If the appeal is denied, a final appeal based on the criteria above may be made to the Director of Residential Education (or designee) within five business days of the initial decision.

The determination of the Director of Residential Education (or designee) is final.

Any student in OSCA wishing to contest checkout charges should submit an appeal to osca@oberlin.edu.

c. Late Checkout

Students must vacate by the published deadlines. Failure to vacate and return keys by the deadline will result in the assessment of a late checkout charge. Students who are suspended, leaving, or withdrawing from Oberlin College must vacate within 48 hours of the actual date of withdrawal/suspension/departure.

14. TELEPHONES

Students in college housing are provided with basic telephone service that includes oncampus 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. An \$85 replacement fee will be billed to the student's account for phones not returned to the Office of Residential Education at or before checkout. 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 a student is found to have accepted collect charges, they may be subject to disciplinary action and will be required to pay accrued charges.

15. SUGGESTIONS, COMPLAINTS, AND 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 an e-mail to resed@oberlin.edu.

a. Requests for an Exception

Requests for an exception to any policy listed in the Housing and Dining Agreement should be submitted in writing to the Assistant Director for Housing Administration. In addition to campus mail and personal delivery, the Assistant Director for Housing Administration will accept requests submitted by e-mail to resed@oberlin.edu. All requests for an exception will be granted or denied in writing. Students should not assume approval prior to receiving written notification.

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b. Appeals

Students who have requested an exception and have been denied by a Residential Education and Dining Services staff member may appeal the decision to the 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 or those based on financial issues. 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 30 days of receipt of the appeal; except when the appeal is received after May 1, or December 1, then the final decision will be rendered within 30 days after the beginning of the next semester.

16. DISMISSAL FROM COLLEGE HOUSING

Pursuant to Ohio law, the college may terminate the Housing and Dining Agreement and require the Student to vacate college housing upon a determination that the student has violated a provision of the Housing and Dining Agreement or has violated an applicable provision of *Student Regulations, Policies, and Procedures* pursuant to the Judicial System, 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 the Housing and Dining Agreement or violated an applicable standard of the *Student Regulations, Policies, and Procedures* 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, and Procedures*. In the event that the Housing and Dining Agreement is terminated as a result of such a violation, the student will be responsible for room and board fees in accordance with section 1.

C. Community Resources and Opportunities

1. PARTIES

To support students in their efforts to plan responsibly for social events in residential spaces the Office of Residential Education and Dining services developed

the following processes for seeking authorization to sponsor parties.

a. Party Authorization for Traditional and Cooperative Housing

Residents who wish to host a party in a traditional residence hall or in OSCA housing must pick up a party-planning packet that outlines the party-planning process from the Office of Residential Education. If the party will involve the serving of beer, students must come to the Office of Residential Education no later than five weeks prior to the event for approval. Failure to meet this five week deadline will result in the party not being approved.

b. Party Authorization for Village Housing

Residents who want to host a party in village housing must make an appointment with the party planner in Residential Education to receive a Village Housing Party Permit. If students wish to host a party in their village housing unit, regardless of whether alcohol will be served, they must come to the office and meet with the party planner a minimum of THREE days prior to the event for approval. In village housing a "party" refers to an event that will exceed the guest policy. Failure to meet this three day deadline will result in the party not being approved. Please note that parties may not be approved in village housing even if the minimum three day request has been met. An appropriate staff member needs to be available to meet with residents and inspect the house. Parties in village housing will not be approved during fall or spring break, or for the last two weekends of the fall and spring semesters.

All parties must adhere to all college policies regarding, alcohol, noise and guests. Unauthorized parties or approved parties that violate the party policy are subject to judicial action and/or fines.

For more information about the party planning process, please go to: <http://new.oberlin.edu/office/housing/forms-and-policies/party-planning.dot>.

c. Unauthorized Party/Violation of Party Policy

Unauthorized parties or approved parties that violate the party policy are subject to judicial action that may include educational sanctions, fines and fees. The assessment of charges associated with these incidents serves as a reminder that unauthorized parties or parties that grow out of their capacity to maintain community standards warrant an institutional response that might have been avoided through careful party planning and monitoring.

The educational sanctions for such incidents may include, but are not limited to, the loss of the privilege to register future parties, referral to the CHOICES class that carries a \$25 fee, an informational interview with a specified