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American Campus Communities Corporate Mission

Across our entire range of communities and price points, consistently provide every resident with an environment conducive to healthy living, personal growth, academic achievement and professional success.

WELCOME

Welcome to your home for the 2019-2020 academic year! We are happy to have you here. The Residence Life Staff is looking forward to sharing an exciting and educational experience with you. I hope you will find that living on campus is a special part of your total university experience and that it plays an important part in your personal growth. Our staff is a professional team who is committed to guiding you through any challenges you may face. Our primary goal is to provide you with a safe and healthy place to live. We believe doing so will help you succeed academically and earn your degree here at CSU. I am so glad you have chosen to live on campus because I know that you will benefit from being a member of our community.

Sincerely,

Lynn Ellison

Director of Residence Life
l.ellison63@CSUOhio.edu

SECTION ONE

GENERAL INFORMATION

STAFF POSITIONS, ROLES, AND CONTACT INFORMATION

A. DIRECTOR, THE DEPARTMENT OF RESIDENCE LIFE

Lynn Ellison
l.ellison63@csuohio.edu
216-687-5394

The Director is ultimately responsible for all policies, procedures and activities in the residence halls as well as the supervision of the professional and student staff. They serve as the liaison between the Department of Residence Life and the larger campus community.

B. ASSOCIATE DIRECTOR, THE DEPARTMENT OF RESIDENCE LIFE

Tessa Cardoza-Hawk
t.cardoza@csuohio.edu
216-687-5195

The associate director is responsible for oversight of the day-to-day operations of the residence halls and direct supervision of the resident directors.

C. BOOKKEEPER

Daylee Germ
d.a.germ@csuohio.edu
216-687-5392

The bookkeeper is responsible for all financial operations related to residential student accounts.

D. ASSISTANT DIRECTOR FOR MARKETING AND LEASING

Samantha Stewart
s.stewart28@csuohio.edu
216-687-5197

The assistant director for marketing and leasing is responsible for publicizing the benefits of campus housing and residential Life as well as processing resident applications, contracts and summer conference groups.

E. ASSISTANT DIRECTOR FOR FACILITIES

James Banach
j.banach@csuohio.edu
216-687-5527

The assistant director for facilities is responsible for management of building projects and the supervision of the maintenance and custodial staff.

F. RESIDENT DIRECTORS

Rebecca Smith (Fenn Tower)
r.p.smith83@csuohio.edu
216-687-5297

Samantha Sharkey (Euclid Commons)
s.j.sharkey@csuohio.edu
216-802-3385

The resident director is a full-time professional staff member who lives in the residence hall as well as maintains office hours to meet with students. They are responsible for the management of the residence hall in which they reside through the supervision of the assistant resident directors, resident assistants, and community desk attendants. The resident director's presence in the residence hall provides an additional level of student support to the campus community.

G. ASSISTANT RESIDENT DIRECTORS

Keanu Hallowell (Fenn Tower)
216-687-5305

TBD (Euclid Commons)
216-687-5524

The assistant resident director (ARD) is a part-time professional staff member who lives on campus and is responsible for assisting in the overall administration of a residential community.

H. RESIDENT ASSISTANTS

The resident assistant (RA) is an undergraduate student who is a friendly, knowledgeable, and helpful presence to a group of residents. Your RA participated in a competitive selection process and has been trained to respond to the various situations which may arise. Your RA will post announcements, initiate floor meetings, plan programs, and help residents resolve conflicts within the residence hall community. If you have any questions, problems or concerns, stop in and visit your RA or contact the RA who is "on duty."

I. "ON DUTY" RESIDENT ASSISTANT

(Monday through Thursday 5pm-8am; Friday 5pm through Monday 8am)

Contact via the community desk

216-687-5381 (Euclid Commons South)
216-687-5102 (Euclid Commons North)

216-687-6938 (Fenn Tower)

There will be a resident assistant "on duty" to complete regular rounds of the building, to respond to emergencies, and to assist residents, as needed, when the Department of Residence Life office is closed.

J. COMMUNITY DESK ATTENDANT

216-687-5381 (Euclid Commons South)
216-687-5102 (Euclid Commons North)

216-687-6938 (Fenn Tower)

The community desk is staffed 24 hours a day, 365 days a year. The community desk attendant monitors the traffic that comes in and out of your building to ensure that non-residents do not gain access to the residence hall. The staff member at the community desk is responsible for checking IDs, signing in all guests, answering informational questions, and transferring incoming phone calls. They are an important part of the overall security operation of the residence hall.

K. CLEVELAND STATE UNIVERSITY POLICE

216-687-2020

The CSU Police are sworn law enforcement officers, who respond, as needed, to emergencies and other incidents. The Department of Residence Life staff work closely with the CSU Police to establish and maintain a sense of neighborhood policing for each residence hall and the campus community.

L. SUPPLEMENTAL SECURITY STAFF

Security staff provide additional support every night in the lobbies of each residence hall.

M. CSU DINING SERVICES

Student Center — Second Floor

Dan Miller – Director, CSU Dining

d.m.miller73@csuohio.edu

216-687-5001

The Director of CSU Dining is responsible for all aspects of campus dining.

Bart Quick – Resident Dining Director

216-687-5248

The Resident Dining Director is responsible for creating and maintaining an enjoyable, high-quality dining experience in the Viking Marketplace. Questions about your meal plan, menu ideas or nutritional information should be directed to the Resident Dining Director.

OFFICE HOURS AND SERVICES

DEPARTMENT OF RESIDENCE LIFE

The Department of Residence Life is open Monday through Friday from 8:00 a.m. to 5:00 p.m.

SPECIAL DELIVERIES ACCEPTED

Floral deliveries and special mail deliveries (commercial mail carriers like Federal Express) will be accepted at the Department of Residence Life in Euclid Commons. All other deliveries (e.g., pizza, dry cleaning) must be accepted by the resident.

EQUIPMENT RENTAL

Carts, bins, and dollies may be checked out from the community desk. Your Viking Card (CSU ID) will be held at the community desk until the cart, bin, or dolly is returned.

Vacuums are also available from the community desk. Your Viking Card will be held at the community desk until the equipment is returned.

KEYS – LOST

If you lose your mailbox and/or room key, you are required to report it immediately to the Department of Residence Life. You will be assessed applicable fees for key and/or lock replacement.

LOCK-OUTS AND FORGOTTEN IDS

If you are locked out of your room and/or have forgotten your Viking Card, you must contact the community desk in your residence hall for assistance. There is a five dollar (\$5.00) fee assessed per incident. Residence Life staff members are not permitted to unlock a room for anyone other than its registered occupant(s).

If you lose your Viking Card during a time that the Viking Card Office is closed, you may go to your community desk and the Desk Assistant will contact a professional staff member who will assist you in obtaining a temporary access card.

MAILROOM

- Mailboxes for all residents are located on the first floor of your residence hall.
- Mail is delivered once per day, Monday-Friday.
- If you receive a package, an email will be sent to you indicating it may be picked up from the Euclid Commons north desk. You may claim your package with proper identification 24 hours a day from the Euclid Commons north desk.
- Packages not picked up after 30 days may be returned to sender.
- Upon moving out, residents are responsible for having their mail forwarded. Any mail received in your name after you check out will be returned to sender.

CONVENIENCE STORES

Fenn Shoppe (Fenn Tower) and Outtakes Quick Cuisine (Student Center) are operated by CSU Dining and sell bottled beverages, snacks, prepared foods, and a variety of everyday items. Hours are posted at the location and at www.dineoncampus.com/CSU.

DINING – My Meals Plan

Use your My Meals Plan by dining at the all you care to eat Viking Marketplace (Student Center) for breakfast, lunch and dinner. You can also dine by using your Dining Dollars at any retail campus dining location. Hours and locations are posted at www.dineoncampus.com/CSU.

HOUSEKEEPING – Public Areas

The Department of Residence Life is responsible for maintaining the general cleanliness in common areas of the residence halls. Students are responsible for the cleanliness of their rooms and for helping to keep public areas tidy.

INTERNET ACCESS

Each resident room is provided with internet access through the University. In the event troubleshooting is required to access the network, residents should contact CSU Information Services & Technology (IS&T) Helpdesk directly. Residents are expected to follow all policies related to acceptable networking and technology use as stated by IS&T. Information on those policies can be found here: <http://www.csuohio.edu/technology-security/technology-policies>

LAUNDRY FACILITIES

All residence halls have commercial quality washers and dryers which are maintained by the Department of Residence Life for use by residents only.

MAINTENANCE

Routine Maintenance- If the equipment provided in your room, in the community kitchen, in the floor lounge and/or in a public area is not functioning properly, you are encouraged to file a maintenance request at the community desk in your residence hall immediately. The maintenance staff will respond to the request within two business

days. Failure to file a timely maintenance request may result in further inconvenience and/or delays in the repair.

Emergency Maintenance- for emergency maintenance concerns, such as loss of electric power or extensive flooding, etc., immediately contact your residence hall community desk.

Ongoing Interruption in Service- if you experience a prolonged (one week or more) interruption in service related to water, heat or electricity, you will receive a ten percent credit of your daily room fee until the problem is resolved. During this time, the Department of Residence Life will provide you with daily updates via email.

PARKING

You are permitted to park a vehicle on campus when classes are in session with a prepaid parking pass. You must register the vehicle and purchase a prepaid student hangtag. See the University's Parking Services website (<http://www.CSUOhio.edu/services/parking>) for more information.

POLICE – Cleveland State University

The CSU Police Department is a recognized law enforcement agency and has full power within the geographical boundaries of the CSU campus. Report any emergency and crime on campus (theft, assault, suspicious individuals, etc.) to the CSU Police by calling 911 on any campus phone, or just pick up an Emergency Blue Light Phone.

SAFETY ESCORT SERVICE 216-687-2020

The Cleveland State University Police provides a free safety escort service to students, faculty and staff to all locations on campus property and some adjacent sites. You are encouraged to contact the safety escort service to assist you whenever you are returning to the residence hall from a campus parking lot or another campus location. The safety escort service can be reached by calling 216-687-2020. For ease of use, you may want to add that number to your cell phone contact list.

VIKING CARD

The Cleveland State University *Viking Card* authenticates a resident's identity and is used to grant access to University facilities (e.g., library, residence halls), online processes (e.g., registration, payment, *Viking Card*) and services (e.g., meal plan, declining balance program). Report a lost or stolen card immediately to the Viking Card office at (216) 875-9888, or log onto the online card office (<http://www.CSUOhio.edu/services/vcard>) and your Viking Card will be deactivated immediately. Until the time a card is reported lost, liabilities incurred on the card are the responsibility of the rightful owner. Keeping your Viking Card secure is your responsibility.

RESIDENCE HALL SECURITY

The Department of Residence Life works closely with Cleveland State University Police and is a partner in the University's community policing strategy. You are expected to take personal responsibility EVERY DAY to protect yourself and your belongings. We encourage you to take the following steps:

- A. Keep your room door locked at all times, regardless of where you go or for how long, and lock your door when you or your roommates are sleeping.
- B. Do not loan your room key or Viking Card to anyone.

- C. Use only the main doors of Fenn Tower and Euclid Commons. If you notice any door propped open, close the door and report the situation to the community desk in your residence hall.
- D. Report any person who does not belong on your floor to your RA, the RA “on duty,” or the community desk.
- E. Develop a written inventory of all of your personal belongings.
- F. Consider marking those personal belongings which may be similar to equipment used by others (e.g., laptop computers, music players, headphones, tablets) with a pen engraver or similar method.

The main doors are monitored 24 hours a day by community desk attendants and those doors are the only authorized entry to the building.

Each residence hall has a public lobby area. Access to the residential living area is restricted to residents, escorted guests, and authorized personnel. The community desk attendants are responsible for monitoring the entry of all persons who enter the residential living area. Community desk attendants are not permitted to make any exceptions to published policy. Other exterior doors have controlled access through an electronic security system. All exterior doors are released to open automatically in the event of a fire or other emergency. Other exterior doors in Euclid Commons are to be used for exiting only.

RESIDENTIAL COMMUNITY LIFE

For many college students, living in a community is a new experience. The Department of Residence Life does not expect roommates to become best friends. However, you and the other residents assigned to the room are expected to make every reasonable effort to live together in a respectful environment. If one resident infringes upon the rights of another, all of the residents are required to make an effort to work together in an atmosphere of mutual respect to resolve their differences. If you are experiencing trouble with another resident, you are encouraged to follow the process outlined below. If you need assistance, please contact your RA or community desk staff.

1. Each unit will be provided with a Roommate Agreement at the beginning of the academic year. Residents are expected to complete their Roommate Agreement together and submit the completed document to their Resident Assistant by the given deadline.
2. If you are experiencing frustration as a result of the behavior of a roommate or a neighbor, approach the person about the problem, state your issue(s) in a civil manner, and explain what you would like them to do differently.
3. If you are approached by another resident about your behavior, listen to the individual’s concern(s) or issue(s); consider what the person would like you to do; and respond in a civil manner.
4. If your efforts to discuss the situation do not result in resolution, your next step is to get an RA directly involved. The RA may recommend a roommate contract, neighbor contract, or a mediation, which can help resolve the issues. We will assist the parties in developing a roommate/neighbor contract or in convening a mediation.
5. If the mediation session(s) does not resolve the situation, you are encouraged to contact your resident director.

6. In the unlikely event a conflict develops between you and a member of the Residence Life staff, or if you have concerns about how your roommate conflict was addressed by a member of the Residence Life staff, you are encouraged to contact the Associate Director of Residence Life and they will investigate the matter.

PROGRAMMING AND LEADERSHIP DEVELOPMENT

MEETINGS – Floor and Hall

The RA or a member of the Residence Life staff will convene mandatory meetings on a topic of importance to your residential community a minimum of two times each semester; once at the beginning and once at the end. Additional community meetings may be held as deemed necessary by the Department of Residence Life. If you are unable to attend a meeting, please meet with your RA prior to the meeting. Because participation is vital to the successful functioning of the entire residence hall community, a fine may be assessed for an unexcused absence.

PROGRAMS

Throughout the year, the Residence Life Staff plans various educational, social, and recreational programs for residents only. These events are often free and a lot of fun. Some of these programs occur on your floor, while others are held in common areas for all residents. Additionally, you will be encouraged to participate in campus-wide events sponsored by Athletics, Student Life, and other departments.

RESIDENT ASSISTANT POSITIONS

The Department of Residence Life encourages residents to consider service as a Resident Assistant (RA). This student position is an excellent opportunity to demonstrate your communication and leadership skills while gaining work experience in a diverse, service-oriented organization. The selection process for Resident Assistants begins annually in the fall semester for the following academic year.

SECTION TWO

RESIDENCE HALL PROCEDURES

1. BREAK PERIOD ACCOMMODATIONS

A “Break period” is defined as a period in the academic year during which regular classes are not held for three (3) or more consecutive days. Scheduled break periods are Winter Break between the fall and spring semesters, and Spring Break which is usually scheduled in March.

During these break periods, only students who have signed a Residence Life Contract that includes break periods (Academic Year Plus Breaks) are eligible to stay on campus for the entire break.

If you have a need to stay on campus for dates not included in your Residence Hall Contract, you must complete a Break Housing Application, which is available in the Department of Residence Life, and provide supporting documentation. Residents will only be approved to stay a maximum of 48 hours later than the break closing date or arrive a maximum of 48 hours prior to the break reopening date. The Department of

Residence Life will review your request and make a determination based upon the following criteria:

- You have a Saturday class and you have provided proof of class registration. If this is your situation, and you are approved to stay, you may remain in your residence hall room until 5:00 p.m. on the Sunday before a break period at no additional charge.
- You have a **documented need to remain on the Cleveland State University campus** during the specific period, including but not limited to academic necessity, hardship related to your ability to return home, and/or your employment with a University department.
- You have **proof of payment of all applicable housing and meal plan fees**. For spring break, fees assessed for the current semester are applicable. For winter break, fees for fall and spring semester are applicable.
- You are in satisfactory judicial standing with the Department of Residence Life and the University.
- Your residence hall is available for break period housing. The University, in its sole discretion, reserves the right to restrict access to residence halls for the purpose of completing facility cleaning, repairs, or improvements.

You must submit your application to the Department of Residence Life no later than 5:00 p.m. on the Wednesday before the break period. You will be notified of the decision within one (1) business day after you submit your application. If you are granted break period accommodations, you will be assessed a fee of twenty dollars (\$20.00) per night. You will be assessed the fee based upon the number of nights for which you were approved. This fee will be charged to your CSU student account and must be paid to the Office of Treasury Services in full prior to the start of the break period, and proof of payment must be provided to the Department of Residence Life. There are no refunds for nights you do not use. In emergency situations, a break period application may be considered after the stated deadline. However, such applications will be assessed an additional twenty-five dollar (\$25.00) processing fee and will be considered on a case by case basis.

Building hours for open access through the main doors of your residence hall and service levels may vary during a break period.

All policies and procedures outlined on your individual Residence Hall Contract and in the Residence Hall Handbook remain in effect during a break period. Any allegation of misconduct may result in immediate removal from the residence hall for the balance of the break period with a forfeiture of the fees paid.

2. CHECK-IN PROCEDURES (MOVE-IN)

You must pay for your room fees and meal plan prior to the beginning of each semester. If you are a returning resident, you must also pay all residence hall fees and fines from prior semesters. If financial aid has not been credited to your account prior to move-in, you may apply for the Budget Payment Plan through the Office of Treasury Services, which may require payment of a portion of the fees at the time of enrollment. You must complete a Unit Condition Form noting the condition of your room at the time of your arrival and submit it to the Department of Residence Life. Department of Residence Life staff will verify your information and give you a copy of the Unit Condition Form for your records. The original copy of the form will be retained in the Department of Residence Life.

You must submit an emergency contact form for each year you live on campus. The information collected is important to the University's emergency preparedness efforts.

Due to the number of persons moving into their rooms in a brief period of time, the Department of Residence Life, in its sole discretion, may limit access to various floors to ensure a safe and productive move-in process for all involved.

3. CHECK-OUT PROCEDURES

You will have until 5:00 p.m. on your last date of occupancy (unless otherwise established in writing) to remove your belongings, clean your room to the standards described in Section 4 below, complete the following check-out procedures, and vacate the building. If you fail to comply with these procedures, you will be assessed a one hundred dollar (\$100.00) fine; you may be subject to additional judicial action; and you will not be permitted to re-enter the residence hall or your residence hall room without an escort from the Department of Residence Life. Any and all items left in your room will be inventoried and stored for thirty (30) days. At the end of that time period, all unclaimed items will be discarded by the University.

You are expected to vacate your room no later than twenty-four (24) hours after your last final examination or by the deadline established by the Department of Residence Life, whichever is earlier. If you believe you need an exception to this requirement, you must submit a Request to Stay Application and Agreement. An **Early Check-Out** procedure is applicable to a resident who is vacating their residence hall room prior to the established end date of their Residence Hall contract.

If the resident will still be enrolled for a minimum of six (6) credit hours at CSU, the resident must request and receive approval for an early termination of the housing contract through the Contract Review Committee.

The following steps are required in the Early Check-Out procedure:

- A. The resident notifies the Department of Residence Life that they are planning to vacate their room and provides a specific date for their departure.
- B. The resident will contact their resident director at least twenty-four (24) hours in advance to schedule an appointment with a Residence Life staff member to complete an inspection of their room, return all keys and submit all required forms. Failure to participate in this appointment at the scheduled time may result in a fine.
- C. The resident will remove all personal belongings and clean the room to the standards described in Section 4 below. This step must be completed prior to your appointment with the Residence Life staff member.
- D. The resident will make arrangements to have their mail forwarded to another address. The Department of Residence Life will not accept mail for students after they have vacated their room.

An **End of the Contract Check-Out** procedure applies to a resident who is vacating their room at the end of spring semester for an academic year contract and who has not been assigned accommodations in the same room for the summer session and to a resident who is vacating at the end of an annual contract. The following steps are required:

1. The resident will contact a Residence Life staff member at least twenty-four (24) hours in advance to schedule an appointment to complete an inspection of their room, return all keys and submit all required forms. Failure to participate in the appointment at the scheduled time may result in a fine.

2. The resident will remove all personal belongings and clean the room to the standards described in Section 4 below. This step must be completed prior to your appointment with a residence Life staff member.
3. The resident will make arrangements to have their mail forwarded to another address. The Department of Residence Life will not accept mail for students after they have vacated their room.
4. For academic year contracts, the resident must vacate their room within 24 hours of their last final exam or no later than 5:00 pm on the Saturday of exam week.

An **Express Check-Out** offers residents the ability to check out of their room in an expedited fashion by signing off on the express check-out envelope (provided at each community desk), placing room and mailbox keys inside and leaving the envelope at the community desk. The room will be inspected by a residence life staff member at a later time. Any issues/damage will be recorded and the resident's account will be billed accordingly.

****Before placing your keys in the envelope, make sure you have moved all of your belongings out and cleaned the room. Residents who participate in the Express Check-Out program waive their right to appeal all damages assessed during the room inspection.**

Graduating seniors: You are welcome to vacate your room during finals week or to remain in your room until 12:00 noon on the Sunday following Commencement. There will be no additional charge assessed. You are required to notify the Department of Residence Life of when you plan to vacate your room by completing a Request to Stay Application and Agreement, which is available in the Department of Residence Life. You are expected to comply with the applicable Check-Out Procedures.

Law Students: The Department of Residence Life is aware that the academic calendar for law students may vary from that of graduate and undergraduate students. You are expected to vacate your room twenty-four (24) hours after your last final exam or by 12:00 p.m. on the Saturday following exams, whichever is earlier. You are expected to comply with the applicable check-out procedures.

4. CLEANLINESS STANDARD FOR RESIDENT ROOMS

The Department of Residence Life will provide you with a clean room when you move in. In turn, you and any roommates are expected to maintain the room in a safe and sanitary condition by removing trash on at least a weekly basis; vacuuming the carpet on a regular basis; avoiding the storage of food products outside of a refrigerator; cleaning the bathroom; clearing and cleaning any refrigerator as needed; and cleaning the kitchen appliances, counters, and sinks (if your room includes a kitchen).

- Room trash is to be bagged and deposited in the garbage chute.
- No cardboard boxes may be thrown down the trash chute. Any large boxes must be placed inside the trash rooms adjacent to the trash chute.
- Needles or sharp objects, such as glass, must be properly marked for custodial staff and placed inside the trash rooms.

At the time you vacate your room, you are expected to return the room to the standard of cleanliness in which surfaces have been cleaned, carpets have been vacuumed and trash has been properly removed. Failure to maintain a safe and sanitary environment

during your residency or failure to return the room in the same condition that it was when it was assigned to you, normal wear and tear excepted, may result a cleaning fee.

You are required to report any damage that occurs or any University equipment in your room that needs repair immediately to the Department of Residence Life. Refer to the terms of your 2019-2020 Cleveland State University Residence Hall Contract for more information.

5. CONTRACT TERMINATION

Please refer to the terms of the 2019-2020 Cleveland State University Residence Hall Contract for more information. Those terms are provided in the back of this handbook for easy reference.

6. DAMAGE TO RESIDENT ROOMS

When you move in, you will receive a Unit Condition Form completed by Residence Life staff. This document is used to establish the condition of your room and inventory the university equipment provided for your reasonable use. Room damage includes, but is not limited to, damages caused by use of electrical appliances; use or placement of personal belongings; relocation or misuse of university provided equipment; and use of adhesives, nails, tacks, and/or acts of vandalism.

When you vacate your room you are required to complete the check-out procedures included in this handbook. At that time, the Residence Life Staff will review the Unit Condition Form completed at the time of your arrival and the staff member will complete a preliminary assessment of the condition of your room. This assessment is only preliminary and does not bind the university in any way. The Assistant Director for Facilities or their designee will complete a final review of your room within three (3) weeks of your departure. This assessment will be documented and will determine your financial responsibility for the condition of your room at departure. You are responsible and accountable under your Residence Hall Contract and Student Code of Conduct for all damages resulting from any negligence and misuse. You and your roommate(s) will be held jointly and severally liable for any and all damage to the room during your occupancy. In situations when the university can clearly establish individual responsibility, the individual will be the only person assessed for the damage. Please refer to the terms of the 2019-2020 Cleveland State University Residence Hall Contract.

7. DAMAGE TO SHARED & COMMON AREAS

Every summer, the Residence Life staff will complete a Common Areas Condition Report. This document is used to establish the condition of the common areas in your residence hall and the university equipment provided for your reasonable use.

All residents of a specific floor are jointly and severally liable and accountable under your Residence Hall Contract and Student Code of Conduct for any and all damage to the common areas of your floor which result from negligence and misuse. You and your neighbors are encouraged to take responsibility for any damage which you cause and to assist Residence Life staff in identifying others who may have caused damage. In the absence of a responsible party, all floor residents will equally share the cost of repair and/or replacement of damaged facilities and/or equipment.

8. DAMAGE AND ASSESSED FEES – APPEAL PROCESS

If you wish to appeal a damage fee assessment, you must contact the Residence Life Bookkeeper in writing (via electronic mail, fax transmission or standard mail). In your correspondence, you are asked to identify the damage fee assessment that you are appealing, your reasons for the appeal, and your contact information. Any such appeal

of damage fee assessments must be received in the Department of Residence Life within thirty (30) days of the notice that you received regarding the damage fee assessment. Appeals decisions will be made on a case by case basis within ten (10) business days of receipt.

9. EMERGENCY ACCOMMODATIONS

The Department of Residence Life, in its sole discretion, may provide emergency accommodations to residents on a case by case basis. If you are in need of such accommodations, please contact the Department of Residence Life for more information on occupancy criteria, rates, and availability.

10. LOST KEYS, FORGOTTEN IDs AND LOCK-OUTS

If you are locked out of your room and/or have forgotten your Viking Card, you must contact the community desk in your residence hall for assistance. There is a five dollar (\$5.00) fee assessed per incident. For lost keys, the following fees are assessed: seventy five dollars (\$75.00) for labor; ten dollars (\$10) per room key; and twenty five dollars (\$25.00) for a mailbox key.

11. POLICY COMPLIANCE INSPECTIONS

Department of Residence Life staff will conduct policy compliance inspections of resident units periodically. Notices will be posted in a timely manner prior to inspections. Staff members check each apartment and bedroom for compliance with all residence hall policies, including but not limited to:

- Alcohol
- Cleanliness
- Drugs/ Drug paraphernalia
- Fire safety (including but not limited to: candles, incense, extension cords, toasters, etc.)
- Major damage
- Pets
- Smoking
- Weapons
- Window safety bars (Fenn Tower)

In the event a violation is found:

- Staff members leave an inspection notification in the unit;
- An incident report is written for all violations. A member of the Residence Life professional staff will reach out to you with further instructions.
- If a violation is found in the common area of a room, each resident of that room will be charged the violation fee separately unless a specific resident claims responsibility.
- Prohibited items or safety concerns may be removed immediately at the discretion of Residence Life staff.

12. ROOM AND ROOMMATE CHANGES

The Department of Residence Life does not grant any room change requests during the first two (2) weeks of each semester as a means of encouraging newly-assigned roommates to make a sincere effort to live together in a mutually respectful environment.

Residents wishing to change rooms during the school year may do so during any of three room change periods; after the two week room freeze at the beginning of each semester and before the end of the fall semester. A resident requesting a room change

must complete a Room Change Request form and submit it to their resident director. Further information regarding room changes will be provided prior to the room change periods. In the event of an emergency, room changes will be considered on a case-by-case basis. If you relocate within your suite or the residence hall without the prior written permission of the director of Residence Life or a designee, you will be assessed a \$500 fee and be subject to additional judicial action depending on the circumstances. Please refer to the terms of the 2019-2020 Residence Hall Contract.

13. ROOM CONSOLIDATION

If a vacancy develops in your residence hall room, the Department of Residence Life may assign another roommate to that space. In addition, at the end of the second week of each semester, the Department of Residence Life will consolidate residents to fill vacancies in student rooms.

Note: The Department of Residence Life and Euclid Avenue Development Corporation reserve the right to change, amend, or modify any of this information. Implementation of new residence hall procedures will occur after reasonable notice to residents.

SECTION THREE

RESIDENCE HALL POLICIES

Your decision to live in a residence hall presents you with a unique opportunity. These policies and your individual residence hall contract have been developed to provide a safe, respectful environment which is conducive to your academic goals and a healthy lifestyle.

1. ALCOHOLIC BEVERAGES

“Alcoholic beverages” include but are not limited to beer, malt liquor, wine, mixed beverages, and spirituous liquor. The following policies apply to all residents. The Residence Life staff and other University representatives are authorized to request identification to determine an individual’s age relative to these policies and to confiscate and dispose of any and all prohibited items immediately. Residence Life Staff and other Cleveland State University representatives are also authorized to inspect all bags, backpacks, purses, and similar carrying cases for prohibited items based on a reasonable suspicion that this policy is being or has been violated.

The legal drinking age as established by the State of Ohio is twenty-one (21) years of age.

FOR RESIDENTS WHO ARE NOT OF LEGAL DRINKING AGE AS ESTABLISHED BY THE STATE OF OHIO

- You may not possess and/or consume alcoholic beverages.
- You may not permit any guest(s), regardless of their age, to possess or consume alcoholic beverages in your room.
- You are not permitted to be in the presence of an individual who is in possession of alcoholic beverages.
- You are not permitted to possess any empty alcohol containers in your room as decorations or trash.
- You may not exhibit disorderly conduct or inappropriate behavior as a result of your decision to consume alcoholic beverages.

FOR RESIDENTS WHO ARE OF LEGAL DRINKING AGE AS ESTABLISHED BY THE STATE OF OHIO

- The amount of alcoholic beverages per person twenty-one (21) and older cannot exceed:
 1. Six (6) 12 ounce containers of beer/malt liquor; **OR**
 2. One (1) 375 ml. bottle of liquor **OR**
 3. One (1) standard bottle of wine, defined as 750 ml
- You may not possess, serve or consume from a common source container (e.g. keg, containers with multiple servings).
- You may not possess and/or use any apparatus or engage in any drinking game to accelerate or intensify the consumption of alcoholic beverages (i.e., beer bongs).
- You may not possess and/or consume alcoholic beverages from an open container (broken seal), glass, paper cup or other receptacle in any area other than a student room, including areas outside of the residence hall.
- You may not provide alcoholic beverages to any individual who is not of legal drinking age as established by the State of Ohio.
- You may not possess or consume alcoholic beverages in the presence of an individual who is not of legal drinking age as established by the State of Ohio.
- You are not permitted to possess any empty alcohol containers in your room as decorations or trash.
- You may not exhibit disorderly conduct or inappropriate behavior as a result of your decision to consume alcoholic beverages.

2. ANIMALS – SEE ALSO #31 PETS

Animals are not permitted in the residence halls, with the exception of service or assistance animals in accordance with applicable university policy and local, state, and national laws.

3. ATTENDANCE

You are required to attend any meeting which has been identified by a Residence Life staff member as a mandatory meeting, including but not limited to floor meetings and mediations. The Residence Life staff is authorized to assess a twenty five dollar (\$25.00) fine, in addition to judicial action, if you do not attend.

4. BICYCLES/ROLLER BLADES/SKATE BOARDS/SCOOTERS/HOVERBOARDS

You may bring bicycles, roller blades, skate boards, and scooters to campus (except as noted in the paragraph below). However, you may not ride or use bicycles, roller blades, skate boards, and scooters indoors in the residence halls. You are required to store bicycles, roller blades, skate boards, and scooters in your room and to do so in such a manner as to not obstruct entry or exit.

The use, possession, or storage of self-balancing personal scooters (AKA Hoverboards, Swagways, IO Hawks, Skywalkers, and similar devices) is prohibited in the residence halls until safety standards for these devices can be developed and implemented, and the prohibition lifted. The Department of Residence Life will review this policy when safety protocols have been developed.

5. CLEANLINESS

The Department of Residence Life will provide you with a clean room when you move in. In turn, you and any roommates are expected to maintain the room in a safe and sanitary condition by removing trash on at least a weekly basis; vacuuming the carpet on a regular basis; avoiding the storage of food products outside of a refrigerator;

cleaning the bathroom; clearing and cleaning any refrigerator as needed; and cleaning the kitchen appliances, counters, and sinks (if your room includes a kitchen).

- Room trash is to be bagged and deposited in the garbage chute.
- No cardboard boxes may be thrown down the trash chute. Any large boxes must be placed inside the trash rooms adjacent to the trash chute.
- Needles or sharp objects, such as glass, must be properly marked for custodial staff and placed inside the trash rooms.

6. COHABITATION

Cohabitation is strictly prohibited in the residence halls. The Department of Residence Life defines cohabitation as the presence of any individual not assigned to your room, regardless of gender, who has stayed three (3) or more days or nights in a seven (7) day period.

7. COMMON AREAS

Common areas include all lounges, game rooms, community kitchens (Fenn Tower only), and hallways within Euclid Commons and Fenn Tower. Residents and guests are expected to abide by all residence hall policies when using common areas. All non-residents must be checked in as guests in order to be present in common areas. Sleeping in common areas is prohibited.

8. DAMAGES AND VANDALISM

You are required to treat your residence hall, your room, common areas and the equipment provided for your reasonable use with respect and to make every effort to use the equipment properly. You are also required to treat your roommates' property with respect. You are not permitted to deface any facilities or property.

9. DELIVERIES

If you order food or other types of deliveries, you are required to accept such delivery in the lobby of the residence hall. Delivery persons are not permitted on residential floors and members of the Residence Life staff are not permitted to accept deliveries on behalf of residents or guests except for floral or special mail deliveries.

10. DINING SERVICE AND MEAL PLANS

All residents are required to participate in a residential meal plan as a part of your residence hall contract. Residents are expected to show courtesy and civility to dining staff members and each other in dining locations. CSU Dining, which is professionally managed by Compass Group by and through its Chartwells Division, is responsible for oversight of all on campus dining locations including the Viking Marketplace and Fenn Shoppe.

• CSU Dining – Viking Marketplace Take-Out Policy

In the event you are unable to visit the Viking Marketplace or will be off campus, a bagged meal replacement is available and will represent a single meal from your meal plan. Bagged meal order request forms are available from the cashier at the Viking Marketplace. Requests must be submitted 3 hours in advance at the CSU Dining office in the Viking Marketplace.

• CSU Dining – Meal Plan Changes

Meal Plan Change requests must be submitted online through <http://tinyurl.com/csumealchange>. During the first week of class each semester, students are permitted to change their meal plan to any qualifying plan, including from Block to Traditional and vice versa. For fall semester, you may change your meal plan selection with no financial penalty on or before August 30, 2019. For spring semester,

you may change your meal plan selection with no financial penalty on or before January 17, 2020.

After the specified dates for each semester, meal plan changes are limited to upgrades to plans with more meals. Block plan holders can only upgrade to block plans, and traditional plan holders can only upgrade to traditional plans after the deadline.

11. DOORS

You are not permitted to alter or add any additional locks, chains, or latches to your room or bathroom doors. You may not tamper with doors for common areas and/or secured areas. You may not place permanent stickers on any door in the residence hall. You may not prop open any exterior door to the residence halls. You and your guests are required to enter your residence hall via the main doors. The Department of Residence Life may announce and post exceptions to this policy during move-in and at the end of the academic year. You may not enter a secured area without the express permission of a resident in the case of a locked resident room or of the Department of Residence Life for all other areas. You may not let someone in through a No Entry Door, regardless of whether or not they are a resident.

Any student found in violation of this policy will automatically be assessed a fifty dollar (\$50.00) fine. This fine increases by twenty-five dollars (\$25.00) for each subsequent violation.

12. DRUGS

Ohio law, as well as the Department of Residence Life, prohibits the use, possession, or sale of drugs or narcotics unless said drug has been prescribed for you by name by a licensed physician. Drugs and narcotics are defined as barbiturates, hallucinogens, amphetamines, marijuana, or other narcotics, except as authorized by law. You may not possess or use any drug-related paraphernalia. The Department of Residence Life is authorized to confiscate any prohibited items immediately. Any such item(s) will be turned over immediately to the Cleveland State University Police for storage and/or disposal.

Any student in violation of this policy will be subject to sanctions and, if found responsible, will be considered in violation of their housing contract and the contract will be cancelled. Students found responsible will be required to vacate their campus residence within the timeline determined by the Director of Residence Life or their designee.

13. ELEVATOR USE

You are required to use the elevator(s) in a manner consistent with the posted instructions and limitations, including, but not limited to remaining in the elevator car, use of emergency stop button and alarm in emergency situations only, and not overloading the elevator car with persons or property. You are required to report any service issues to the community desk.

14. EXERCISE EQUIPMENT

You are permitted to keep free weights, other weight lifting equipment, and other exercise equipment in your room if such equipment represents no more than ten (10) pounds of total weight.

15. FAILURE TO COMPLY WITH RESIDENCE LIFE STAFF

You are required to cooperate and comply with reasonable requests from Residence Life staff, whether professional or student employees, in the performance of their job duties. These employees include but are not limited to resident assistants, resident directors, assistant resident directors, community desk attendants, assistant director for facilities, office staff, the associate director, and the director of Residence Life.

At all times you are encouraged to ask the staff member's name and verification of their position. If you are instructed to take an action or make a statement which you believe is inappropriate, you are encouraged to report the situation to the Director of Residence Life as soon as possible and no later than the following business day.

Further, you are required to comply with all reasonable requests from Euclid Avenue Development Corporation personnel who are responsible for oversight of the residence halls.

16. FENN TOWER COMMUNITY KITCHENS

Community kitchens are available for Fenn Tower residents on even floors 8-18. Keys may be checked out at the Fenn Tower desk between 8am-2am seven days a week. Use of the kitchen is limited to a maximum of six (6) hours. The kitchen door must remain shut and locked when not in use. Residents must clean up after themselves when finished with the kitchen. Failure to do so may result in a monetary fine for cleaning.

17. FIRE SAFETY

You are required to evacuate the building when the fire alarm sounds, and you may not tamper with or disable smoke detectors, fire alarms, fire hoses, sprinkler systems, and fire extinguishers. Further, you may not set off a fire alarm due to negligent cooking in your apartment or a common area.

We expect you to practice effective fire safety at all times by exercising prudent judgment and following fire safety guidelines established or revised for residence halls/apartments. We expect you to not perform or condone anything that damages, misuses, or interferes with the ready and proper operation of any fire safety equipment or signs. This includes, but is not limited to, sprinklers, detectors, extinguishers, horns, pull stations, and exit signs. Do not prop open or otherwise interfere with the proper operation of intended smoke and heat barrier purposes of fire doors (typically corridor, unit, and stairwell doors), and do not block or otherwise obstruct hallways or building exits. Do not activate a false fire alarm or make any false report that may cause building evacuation (e.g., bomb threat).

If found responsible for violating the fire safety regulations, you will be subject to sanctions from both the university and Residence Life, which could include cancellation of your housing contract. In addition, you could face criminal prosecution.

Residents should also follow all of the following fire safety regulations:

- In the case of alarm, evacuate any/all buildings according to established procedures.
- Do not remove or alter electrical fixtures or hardware.
- Use UL approved electric cords and products and follow manufacturer directions.

- Do not overload any electrical outlets. Only power strips with surge protective/circuit breakers are permitted. Extension cords that do not include a surge protector are prohibited.
- Do not decorate ceilings with hangings or other flammable items (including holiday decorations). Do not affix anything to or on any lamp or light fixture. Paper, fish nets, parachutes, flags, tapestries, linens, blankets, or other combustible items must not be hung from or attached to the room ceiling or cover the ceiling or fire detector.
- No living holiday decorations such as pine trees, wreaths, or garland.
- Passing electrical cords through doorways to facilitate the hanging of decoration "string" lights is prohibited; hanging of decoration lights around the unit door prohibited.
- Do not hang any objects in front of your closet.
- Hanging anything from or above the sprinkler heads is prohibited; erecting anything that would interfere with the sprinkler head spray pattern is prohibited (i.e. curtain rods, drapes, tapestries, posters, etc.).
- Do not possess or burn candles, incense, kerosene lamps, lighter fluid, propane, or charcoal.
- Do not store or possess materials hazardous to the health and safety of residents in residence halls including, but not limited to, chemicals, gasoline, kerosene, charcoal, lighter fluid, and containers which have been used for storing gasoline.
- Halogen lamps are strictly prohibited in the residence halls as they are a fire hazard.
- To avoid an accidental activation of the fire alarm system residents are required to use the ventilation hood above their stove when cooking on the stove top. Residents should also refrain from using aerosol sprays near or under smoke detectors.

Residents are prohibited from displaying decorations on their unit doors (door facing the hallway), as these are fire doors. The only items that are permitted are individual name "badges" or door decorations issued by the RA. The fire code requires that a fire door is not covered with combustible signage that is more than 5% of the total surface area of the door. Having excess combustibles on the door can lead to the destruction of the fire door assembly during a fire, and accelerate the spread of fire. Additionally, residents are not permitted to hang anything that would interfere with occupants evacuating nor are they permitted to have anything on the primary egress floor that would create a trip hazard during an emergency evacuation.

18. FIREARMS AND WEAPONS

You are not permitted to possess, store, and/or use a firearm or dangerous weapon, or look-a-like in the residence halls. Such weapons include, but are not limited to bows and arrows, slingshots, darts, knives, BB guns or pistols, Nerf guns, flare guns, air pistols, stun guns, rifles, other firearms, and martial arts implements and equipment.

You may not possess or use any explosive device of any type, including, but not limited to, firecrackers, fireworks, cherry bombs, and bottle rockets.

You are required to report the possession, use of or storage of firearms, weapons, or explosives to a member of the Residence Life staff immediately.

19. FURNITURE

Your room furniture is not to be moved, transferred, or interchanged among other rooms or public areas. The furnishings provided in your room may be arranged in any reasonable manner that does not endanger resident safety. Waterbeds are not permitted in your room.

You are not permitted to move lounge furniture from its assigned location to any other location in the residence halls at any time. Residence Life staff are authorized to confiscate Euclid Avenue Development Corporation furniture that is not assigned to your room from your room and to assess a twenty-five dollar (\$25.00) fine for each piece of Euclid Avenue Development Corporation furniture found therein.

20. GUESTS/VISITATION

You are responsible for the behavior and conduct of your guest(s). Failure to comply with the following policies may result in fees assessed and/or judicial action.

- For purposes of this policy, any individual not assigned to the room is considered a guest.
- You are responsible for both informing your guest(s) of these policies and you are responsible for the behavior of your guest(s).
- If you or your roommate(s) wish to have an overnight guest stay in your room, you need agree to the date, manner, and duration of the stay in advance. You and/or your roommate(s) may not displace the other(s) as a result of a guest's overnight stay. If one roommate does not agree to the other having guests, then guests are not permitted in that room.
- You are permitted to host a guest(s) of eighteen (18) years of age or older at any time, twenty-four (24) hours a day; however, no guests can be signed in at the community desk between 2:00am and 6:00am
- As the host, you must sign in and sign out your guest(s) each and every time they enter or exit the building. You must show your CSU ID to the community desk attendant and your guest(s) must relinquish a state-issued ID or a valid CSU ID to the community desk while a guest in the residence hall.
 - **A Viking Card is considered valid if the person is a current student at Cleveland State University. A valid State ID will be required for all other guests.** A passport or military ID may be accepted by professional on-call staff only.
- You must escort your guest(s) at all times when they are in the building. You may not delegate this responsibility to another resident. You may not leave a guest in your room or elsewhere in the building without you present.
- You are not permitted to host more than two (2) guests at the same time and are limited to a total of six (6) guests within a twenty-four (24) hour period. An exception may be made by the Residence Life staff if the guests are family members and/or if there is a special event occurring on campus (Commencement, Little Sibs Weekend, etc.)
- No guests can be signed in at the community desk between 2:00am and 6:00am
- You are not permitted to host a guest(s) at such frequency or in such a manner as to disrupt the living environment of your roommate(s).

UNDERAGE GUESTS

- You may also host a guest who is a family member of seventeen (17) years or younger, if written approval is obtained by the Department of Residence Life.
- In order to host a guest under the age of eighteen (18), a resident must submit the Underage Guest Request form to the Department of Residence Life a minimum of two (2) business days before the guest's anticipated arrival. This

form requires a signature and contact information for the parent/guardian of the underage guest. A member of the Residence Life staff will contact the parent/guardian to confirm approval.

- If the request is approved, the resident will be contacted to pick up an Underage Guest Pass from the Department of Residence Life.
- No underage guests will be permitted to check into the residence halls without an Underage Guest Pass.
- No requests will be considered for approval if they are submitted less than two (2) business days in advance.
- Guests under the age of eighteen are not permitted to stay longer than forty-eight (48) hours. An exception may be granted by the Department of Residence Life if there is a special event on campus.
- Failure to obtain an underage guest pass prior to the underage guest's arrival may result in formal documentation and conduct proceedings.

21. HARASSMENT

You may not display behavior directed to another person including but not limited to, stalking, physical force, or violence. You may not interfere with another person's personal safety, academic studies, employment, or participation in residence life events. This includes any behavior that causes another person to have reasonable apprehension that such harm may occur. This behavior includes but is not limited to behaviors targeting a person's race, color, national origin, relation, gender, sexual orientation, age veteran status, political affiliation, or disability.

22. IDENTIFICATION

You must have your Cleveland State University *Viking Card* with you at all times in the residence hall. You are also required to scan your *Viking Card* each time you pass the community desk in your residence hall. You may not give your *Viking Card* to another person to gain access to the residence halls. If you do not have your Viking Card, you will be escorted to your room by a Residence Life staff member and must produce your Viking Card upon arrival. There is a five dollar (\$5.00) fee assessed per incident.

23. INAPPROPRIATE BEHAVIOR

Your behavior or actions may not unreasonably disrupt the standard of community living established by the Department of Residence Life. Prohibited behavior includes but is not limited to the following:

- Calls or requests to follow residents and/or staff which are prohibited by any and all Cleveland State University policies, or by local, state, or federal law.
- Disorderly conduct that is disruptive, or may cause personal or physical injury to yourself or others, including but not limited to physical altercations, bouncing balls on the floor/hallways, preventing others from studying or sleeping, water or shaving cream fights, playing indoor/outdoor sports (including skateboarding, rollerblading, riding bikes, scooters, throwing Frisbees, etc.)
- Attire or lack thereof which exposes breasts and/or genitals.
- Engaging in theft and/or knowingly possessing stolen property.

24. ITEMS DISPLAYED

You are not permitted to display any item on your room door or main unit door (door that faces the hallway) which includes obscenity or which violates Residence Life's harassment policy, policy number 21. Please refer to the fire safety and door policies for what items are permitted on your door. No items, signs, window clings, sticky notes, or posters may be displayed in or on the residential windows in such a way that they are

visible from outside the building, and should not hinder the view of emergency personnel in identifying the source of a fire.

25. KEYS

You assume complete responsibility for the keys issued to you by the Department of Residence Life until you return them when you vacate your room. You may not duplicate any key. You may not give your keys to another person to gain access to the residence halls. Refer to page 31 for information on key replacement cost.

26. MAIL AND MAILBOX

You are required to check your resident mailbox and your CSU email daily when classes are in session.

27. NOISE AND QUIET

You and all other residents are entitled to quiet whenever you/they request it. Courtesy hours exist on all floors twenty-four (24) hours a day, seven (7) days a week. Excessive noise is always prohibited. Quiet hours are enforced from 10:00pm until 8:00am Sunday through Thursday nights, and 12:00am until 8:00am Friday and Saturday nights. Quiet hours are established to provide all residents a quiet place to sleep or study free from loud distractions. Any loud music, parties, or other noises are prohibited during quiet hours. Residence Life staff are authorized to take reasonable action to curb excessive noise by persons or equipment.

During the exam weeks in the fall and spring semester, all residential floors are required to maintain twenty-four (24) hour quiet from 12:00 noon on the Sunday before exams through 12:00 noon on the Friday of exam week.

28. NO MODIFICATIONS TO EUCLID AVENUE DEVELOPMENT CORPORATION PROPERTY

You are not permitted to repair, replace, paint, or adjust any Euclid Avenue Development Corporation property, furniture, or equipment. If any repairs are required in your room, please put in a maintenance request at the Community Desk for your building.

No nails or permanent stickers may be used on the doors or walls. Please use masking tape or removable sticky sponge type substances (i.e., memo boards).

29. "PERSONS NOT ALLOWED" STATUS

In cooperation with the Cleveland State University Police, The Department of Residence Life maintains a "Persons Not Allowed" list of individuals whose access privileges to a residence hall(s) and/or other campus building(s) has been revoked or suspended. For purposes of such revocation or suspension of access privileges, a residence hall is defined as the entire facility including public and common areas. Residents found knowingly bringing persons not allowed into the residence halls may judicial action.

30. PESTS

The Department of Residence Life takes seriously any question or concern about insect or other pest infestations in the residence halls. The residence halls are treated monthly to reduce any instances a resident may encounter an insect or pest. However, this prevention works best when residents keep their living environments in good condition and free from any items that may create a favorable environment for insects or pests. Residents are encouraged to:

- store food in airtight, sealed containers;

- take out their trash regularly;
- clean dishes rather than letting them sit in the sink;
- clean their bedroom and common spaces regularly.

In the event an encounter does occur residents should contact their RA or resident director immediately. Once a report is received:

- Residence Life professional staff will provide the affected residents with information pertaining to inspection, treatment, and/or any further information as necessary.
- A professional exterminator will be contacted to complete an inspection of the resident's room including, their mattress, closet, cupboards, dresser, bathroom, etc. to ensure any and all sources of pests are located and identified. Once the inspection is completed the exterminator may recommend treatment as necessary.
- Residents should follow all directions from the exterminator to ensure a successful treatment.
- If required as a result of the required treatment, the Department of Residence Life will work with the residents to provide temporary housing.
- The professional exterminator may inspect the room again to check for any further treatments that may be needed.
- In the event the infestation is bed bugs:
 - Residents will be instructed to run their clothing, bedding, curtains, and any other fabric material through the dryer on the highest setting.
 - Residents will also be instructed to place all belongings in plastic bags and put the closed plastic bags on the non-carpeted area of their room.
 - Residents should not relocate themselves to a different room before completing any and all recommended steps by the professional exterminator as that could cause the insects to spread to the new room.
 - Costs for treatment of the room will be charged to the affected residents' student accounts.

The above information is for residents' awareness only and should not be taken as official steps required in the event of an insect or other pest infestation. Formal information will be provided to the resident after the recommendation of the professional exterminator. If it is determined that a resident's action or behavior has caused the infestation, the cost of treatment will be charged to the resident's student account.

31. PETS – SEE ALSO #2 ANIMALS

You are not permitted to have a pet in your room, except for fish in a single aquarium with a capacity of no more than ten (10) gallons. Only one such aquarium is permitted in each room regardless of the number of individuals assigned to the room. You are required to unplug any and all electrical aquarium accessories during times that the residence hall is closed and/or during break periods when you have not been granted permission to reside during a break period. Residence life staff are not responsible for caring for fish left in a unit during a break period.

32. PHOTOGRAPHIC AND RECORDING EQUIPMENT

You are permitted to possess and use photographic and recording equipment with the following limitations:

- Video, photographic, listening devices, and recording equipment should be used only for academic purposes.
- Unauthorized use of video, photographic, listening devices and recording equipment (including, but not limited to, web cameras, camera phones, and

tape recorders) in common areas (including, but not limited to hallways, lounges, and stairwells) is prohibited.

- Video, photographic, listening devices, and recording equipment may be used within your own room only with the verbal consent of all residents and/or guests present in the room.
- Photographic and recording equipment in a room may not be used to view, eavesdrop, broadcast, or record any material from common areas without the verbal consent of all students, staff, and guests present in the common area.
- Department of Residence Life, in its sole discretion, reserves the right to authorize the use of such equipment in a manner permitted by applicable laws when necessary or advantageous to enhance community responsibility and to maintain safety and security.

33. PROHIBITED ITEMS

You may bring personal items including certain electrical appliances to your residence hall room, provided that such items do not endanger resident safety, restrict reasonable freedom of movement within a room's shared living space, and do not violate the policies below. All electrical appliances in use in the residence hall must have the Underwriter's Laboratory (UL) approval. The Residence Life staff is authorized by Euclid Avenue Development Corporation to confiscate any prohibited items and to hold those item(s) in the Department of Residence Life until you can make arrangements to remove it from the residence hall – or until check out.

- You may not possess a space heater in your room.
- You may not possess extension cords and/or use them as permanent wiring.
- You must operate all appliances in a safe manner at all times. Appliance use which results in the sounding of the smoke alarm or fire alarm will be considered to be unsafe.
- You may possess and use a refrigerator with capacity not to exceed five (5) amps, and no taller than three (3) feet in height.
- For those rooms without a kitchenette, you may possess and use a small microwave oven with no more than nine hundred (900) watts.
- You may not possess or use any appliances with open heating elements (i.e., hot plates, toasters, toaster ovens, deep fryers, air fryers, electric skillets, indoor grills, coffee pots without auto shut off etc.).
- You may not possess or use a Halogen lamp or Halogen light bulbs.
- Candles and incense (whether lit or unlit) or other open flames and incense burning are strictly prohibited.

34. REPETITION OF POLICY VIOLATIONS

Multiple violations of the same residence hall policy may result in more severe sanctions being imposed.

35. RESPONSIBILITY

You assume full responsibility for your actions and your property.

36. ROOFS AND LEDGES

You and your guest(s) are not permitted on any of the roofs, window sills, and ledges of any residence hall. No items may be placed on roofs, window sills, and/or ledges. The Residence Life staff is authorized to assess a twenty-five dollar (\$25.00) fine for each item found on a roof, window sill, or ledge, and may also submit an incident report for possible judicial action.

37. ROOM OR ROOMMATE CHANGES

You are not permitted to effect a change in room or bed assignment or roommates without the prior written approval of the Department of Residence Life. You are also prohibited from occupying all or part of any vacant bed space within your unit. Please refer to the terms of the 2019-2020 Cleveland State University Residence Hall contract.

38. ROOM CAPACITY

No more than eight (8) persons may be present in a residence hall room at any time.

39. SALES AND SOLICITATION

Sales and solicitation activities by individuals or organizations external to Cleveland State University are prohibited in the residence halls. Recognized student organizations, academic departments, or administrative units affiliated with Cleveland State University may host information tables in the lobbies of the residence halls with prior written permission from the Department of Residence Life. Door-to-door solicitation efforts by individuals or organizations external to Cleveland State University are prohibited.

Bulletin boards located in the residence halls may be used by recognized student organizations, academic departments, or administrative units affiliated with Cleveland State University to advertise events or recruit members. Recognized CSU groups should contact the Department of Residence Life for access to these bulletin boards.

Residents are not permitted to operate a business from their residence hall room or from any of the common areas within the residence halls.

Individuals or groups who wish to distribute questionnaires or undertake other research projects involving residents or staff must contact the Department of Residence Life in writing for prior written permission. Requests should be made at least two (2) weeks before the project is scheduled to begin. Permission will be granted on the basis of whether the distribution interferes with the operation of the residence halls. Only research that has been approved the Institutional Review Board (IRB), or is not required to be approved by the IRB, may be conducted in the residence halls.

40. SMOKING

Smoking or tobacco use of any kind is prohibited in or around all residence halls. This policy is in accordance to the University's Tobacco Free Campus policy. The use of electronic cigarettes (whether they contain tobacco or not) and vape pens is also prohibited.

41. STUDENT STATUS

You must be an active Cleveland State University student and enrolled in a minimum of six credit hours for the academic term(s) which are incorporated into your contract period. Further, you must be actively participating in said courses (e.g. attending class) to be considered an active student for purposes of the Department of Residence Life.

42. UNAUTHORIZED ACCESS

Residents may access only the apartment/suite for which they are assigned and are permitted only in common areas such as hallway, lounges, game rooms, community kitchens (Fenn Tower), laundry rooms, etc. Residents may not enter any other space whether or not it is marked as "Private."

Residents may not access the residence halls outside of the dates and times permitted within their individual housing contract. If a resident requires access to or

accommodation in the residence halls outside of the dates listed in their housing contract, the resident must request accommodation through a Break Housing Application or contact the associate director of Residence Life for a brief escort to their room during break periods.

43. VENDING AND LAUNDRY MACHINES

You are not permitted to tamper with or damage any coin-operated, or similar, machine. You are also not permitted to sit on any of these machines.

44. WINDOWS

You may not loosen or remove the stops or seals on your room windows or windows in common or public areas. You may not remove the screen(s) from your window(s). The Residence Life staff is authorized to assess a one hundred dollar (\$100.00) fine in addition to judicial action if it is determined you are responsible for such action.

You are not permitted to project, throw, or otherwise cause any objects to exit a window located in the residence hall. The Residence Life staff is authorized to assess a one thousand dollar (\$1,000.00) fine in addition to judicial action if it is determined you are responsible for such action.

45. FUTURE CHANGES, AMENDMENTS, & MODIFICATIONS

The Department of Residence Life and Euclid Avenue Development Corporation, in their sole discretion, reserve the right to change, amend, or modify any of this information. New residence hall judicial policies will be implemented after reasonable notice to residents. Reasonable notice shall be served upon distribution of printed material in residence hall mailboxes or delivery to residents' CSU email address.

SECTION FOUR

RESIDENCE LIFE JUDICIAL PROCEDURES

Residents and their guests are responsible for knowing and adhering to the policies and procedures set forth in this Handbook, the Residence Hall contract, as well as the Cleveland State University Student Conduct Code. Alleged violations of this handbook and the Residence Hall contract will be investigated, reviewed, and adjudicated within the Residence Life Judicial System. In instances where there may also be a violation(s) of the Cleveland State University Student Conduct Code, the Department of Residence Life will file charges with the Office of Judicial Affairs, Department of Student Life, which is responsible for investigating and adjudicating such charges.

Only professional staff members of the Department of Residence Life will serve as administrative hearing officers and/or act upon appeal letters.

INTERIM SANCTIONS

The imposition of an interim sanction is not a determination of responsibility and will not prejudice an individual's case before the appropriate judicial body.

An interim sanction is a temporary administrative action taken only under serious circumstances when time does not permit the regular hearing procedure, as outlined below, and immediate action is deemed necessary by the director of Residence Life or their designee. Interim sanctions are generally imposed when the director of Residence Life reasonably believes that failure to do so poses a substantial threat to normal

residence hall functions and/or to the emotional or physical welfare of the student in question and/or to other persons.

A resident(s) observed or reported to be involved in a physical altercation in any way may be immediately removed from the residence hall for a three (3) day “cooling off” period at the discretion of the director of Residence Life. If a student is immediately removed from the residence hall because of such an incident, the Department of Residence Life can assist said student upon request from said student and make arrangements for accommodations at a local hotel. Often it is possible to arrange for any such hotel charges to be placed on a student's CSU account.

THE INCIDENT REPORT

The Residence Life judicial process is initiated by the completion of an incident report naming a person(s) who is allegedly in violation of a residence hall policy or provision of their Residence Life contract. Residence Life staff members are responsible for documenting situations which involve possible policy violations via an incident report. If a resident observes or otherwise becomes aware of a possible violation(s), the resident may submit a statement to the Resident Director who oversees the residence hall where the incident took place.

You may submit a statement by email. You are encouraged to consult with your RA or another member of the Residence Life staff if you need help writing your statement. Be sure to include only relevant facts and witness names and not hearsay or opinions in your statement. Be sure to submit your statement promptly so that Residence Life staff are able to follow up on the information contained in your statement.

THE HEARING PROCESS

When a resident or guest violates a policy or procedure, the Department of Residence Life will process the incident report as follows:

- Judicial hearing notice will be delivered via University email to the person(s) reported to be responsible for alleged violation(s) within three (3) business days of receipt of an incident report. This notice will also include the date and time of the hearing. In the case of a violation by a guest, the resident who had signed the guest in will be held accountable for the guest's behavior. The Cleveland State University Associate Athletic Director for Student Affairs will receive a copy of the notice if a student athlete is involved.
- If the person(s) reported to be responsible for the alleged violation is unavailable for date and time of the hearing, they will have two (2) business days from the date said notice is received to contact the Department of Residence Life and reschedule a hearing on the matter.
- The hearing is scheduled and held to afford the person(s) involved in the incident an opportunity to present information to the hearing officer as well as to provide information from any supporting witnesses.
- Failure to schedule a hearing and/or failure to attend a scheduled hearing will result in the completion of the hearing and, as deemed appropriate, the rendering of a decision without the participation of the person(s) involved in the incident who did not attend the scheduled hearing, and the assessment of a fifty dollar (\$50.00) fine. The person's absence may not be used as grounds for any future appeal of the decision rendered at the hearing.
- The administrative hearing will be convened by a hearing officer, who is generally the resident director for the specific hall in which the alleged violation(s) was reported to occur, or their designee. The director of Residence

Life, in their sole discretion, has the authority to assign a different professional staff person.

- The hearing officer will not render or announce a decision during the administrative hearing.

THE JUDICIAL DECISION

The person(s) reported to be responsible for the alleged violation(s) will receive written notification delivered by a Residence Life staff member and via University email inbox of the judicial decision within three (3) business days of the hearing or the expiration of the time frame in which to schedule such a hearing. This notification will document the judicial decision as to either finding the student “Not responsible” or “Responsible” for the alleged violation. If the hearing officer decides that an individual is “Not responsible,” the matter is closed. (However, the hearing officer may require additional time if the case or investigation requires it. In this case, the hearing officer will notify the person(s) involved prior to the end of the third business day after the hearing or the expiration of the time frame in which to schedule such a hearing. The hearing officer will inform the person(s) involved of the additional time frame needed necessary to fully investigate any judicial case.)

If the hearing officer decides that an individual is “Responsible,” specific disciplinary sanctions will be documented and explained in the letter.

The decision letter’s delivery date will be the date it was emailed to the individual’s University email address.

DISCIPLINARY SANCTIONS

Disciplinary sanctions are intended to accomplish four (4) goals: 1) to take reasonable steps to ensure that the resident has learned the impact that individual behavior has on individual wellbeing as well as the residential community; 2) to take reasonable steps to ensure the resident does not repeat the behavior, 3) to take reasonable steps to restate the expectations for the resident related to residential living, and 4) to provide for restitution to Euclid Avenue Development Corporation or to individuals, as deemed appropriate.

The following disciplinary sanctions represent a standard recognized by the Department of Residence Life. Typically, one (1) or more sanctions may be imposed when a person is found responsible for a violation. Severe violations of policy and procedure may be grounds for removal from the residence halls; however, the emphasis is placed on ensuring that residents learn to make careful choices, take responsibility for their choices, and grow through their mistakes. Whenever feasible, disciplinary sanctions will be imposed for a particular offense as established by previous decisions in similar cases; however, the specific circumstances of a particular case may result in different sanctions.

A. A “Residential Verbal Warning” involves a discussion with a Residence Life Staff member as a result of an administrative hearing. A record of a Verbal Warning is noted in a resident’s judicial file by the Department of Residence Life.

B. A “Residential Written Warning” represents written notification of a violation and informs the resident that their continued misconduct will result in further disciplinary action. A Written Warning is a formal and official documentation of a resident’s misconduct and is included in the resident’s judicial file.

C. "Residential Educational Sanctions" may include, but are not limited to, posting quiet hour signs during finals weeks; writing a letter of apology; taking a fire safety quiz; creating a theme-based bulletin board display; entering into a behavioral contract; attending an alcohol awareness program; participating in a formal discussion or interview with a staff person; and/or completing an academically sound, original paper on a specific topic.

D. "Residential Disciplinary Counseling" requires a resident to schedule and attend a session(s) with a qualified person(s) from the Cleveland State University's Counseling Center and Testing Services, Department of Fire and Safety, and/or another University department on the specific violations.

E. "Residential Fine" requires payment of an amount established by the Department of Residence Life for violation of any stated residential policy or procedure.

F. "Residential Restitution" requires payment of an amount established by the Department of Residence Life for damage to and/or destruction of Euclid Avenue Development Corporation property or property of any person. The amount established by the Department of Residence Life may include the actual cost of repair or replacement of such property including the administrative oversight of such work.

G. "Residential Community Service/Work Assignment" requires a resident to complete a specified type of effort as well as the number of hours to be served under the supervision of a community agency, Cleveland State University department, or member of the Cleveland State University's faculty or staff. The student will not be compensated for any Community Service/Work Assignment.

H. "Residential Disciplinary Probation" is a specified period with a start date and end date during which the resident is not considered in "good standing" with the Department of Residence Life; the terms and conditions of residency may altered; and any additional infraction may result in a suspension or revocation of residence hall privileges. As determined by the hearing officer, in their sole discretion, the duration of the probationary period and conditions imposed will be in direct proportion to the degree or nature of the violation(s).

I. "Restriction of Privileges" may include but are not limited to the removal of guest privileges, prohibiting the use of community kitchens, or any other restriction deemed necessary for the given violation.

J. "Room Transfer" is a mandatory room change within the residence hall or to another residence hall.

K. "Residential Removal" is the suspension of residence hall privileges for a specified period of time or the permanent revocation of residence hall privileges. Removal will result in the resident being placed on "Person Not Allowed" status.

Lockout/Forgotten ID	\$5.00
Unauthorized Room Change	\$500.00
Room Key Replacement	\$75.00 (labor) and \$10.00 per key <i>Due to the amount of keys required to replace, costs can range from \$95-\$155.</i>
Mailbox Key Replacement	\$25.00
Improper Checkout	\$100.00
Failure to Return Signed UCF	\$25.00
Failure to complete judicial sanctions	\$50.00

Fire safety	\$25-\$200 depending on offense
Unexcused Absence at Mandatory Meeting	\$25.00
Violation of Door Policy	\$50.00 for first offense, increase of \$25.00 for subsequent violations
Unauthorized Use of Furniture	\$25.00 per piece
Unauthorized access	\$100.00
Tampering with Window Stops	\$100.00
Throwing Items Out Window	\$1,000.00
Failure to schedule or attend judicial hearing	\$50.00
Roofs and ledges	\$25.00

THE JUDICIAL APPEAL PROCESS

NEW EVIDENCE OR INCONSISTENCY RELATED TO PROCEDURES

The person(s) found to be responsible for a violation has the right to appeal any judicial decision based upon new evidence that was not known at the time of the administrative hearing or based on the alleged failure on the part of the hearing officer and/or the Department of Residence Life to adhere to the Residence Life Judicial Procedures.

All such appeals must be submitted in writing to the Associate Director of Residence Life on or before the end of the second (2nd) business day after the decision letter has been delivered. In order to exercise the right to such an appeal, the resident(s) involved is required to submit a detailed appeal in writing. The appeal must include the specific rationale for the appeal as well as any new evidence or documentation of an alleged inconsistency related to procedures.

Upon receipt of an appeal letter, the Department of Residence Life will acknowledge receipt of said appeal via resident mailbox or email to campus account and will have five (5) business days in which to schedule and convene an appeal hearing. The appellant is expected to be cooperative in the scheduling process. The Associate Director of Residence Life or their designee will review each appeal letter received by the Department of Residence Life. The Associate Director of Residence Life may elect to act upon an appeal letter or identify a designee to act on their behalf. The individual acting upon the appeal letter may not have served as the hearing officer.

A decision by the Associate Director of Residence Life or their designee rendered in response to new evidence and/or an allegation of a failure to adhere to residential judicial procedures is a final decision.

REASONABLE STANDARD OF FAIRNESS

The resident(s) found to be responsible for a violation has the right to appeal any judicial decision based upon a failure by the Department of Residence Life or an individual member of the Residence Life staff to comply with a reasonable standard for fairness during the administrative hearing.

All such appeals should be submitted in writing to the Interim Vice Provost and Dean of Students before the end of the second (2nd) business day after the resident receives the decision letter.

In order to exercise the right to such an appeal, the resident(s) is required to submit a detailed appeal in writing. The appeal must include an explanation of the alleged failure to meet a reasonable standard for fairness and the name(s) and position(s) of the

individual(s) responsible for the alleged failure. All supporting information should be attached to the appeal letter.

Upon receipt of an appeal letter, the Interim Vice Provost and Dean of Students will acknowledge receipt of said appeal and will have five (5) business days in which to respond to the content of the appeal. Responses may include a decision, a request for more information or a notice of an appeal meeting. The appellant is expected to be cooperative in the scheduling process. A decision by the vice president for student affairs on such an appeal is a final decision.

THE UNIVERSITY JUDICIAL PROCESS

When an incident report involves an alleged violation of University the Department of Residence Life may refer the matter to the Cleveland State University's judicial officer in the Office of Student Life. See the University's web site in the departmental listings under Student Life and/or Judicial Affairs (<http://www.CSUOhio.edu/studentLife/jaffairs/>) for more information.

CONTRACT REVIEW DECISIONS-APEAL PROCESS

The vice president of Student Affairs serves as an appellate to the Contract Review Committee. In that role, the vice president will review decisions made by the Committee at the written request of the student(s) involved within the established timeline, if any of the following conditions apply:

- A. The student provides new information in writing, which was not available at the time the committee reviewed the request.
- B. The student provides commentary and/or other evidence in writing that the committee did not act in a manner consistent with its stated role.
- C. The student provides commentary and/or other evidence in writing that the committee did not act in a generally fair manner.

In relation to decisions made the Contract Review Committee, the vice president serves as the final level of appeal.

FUTURE CHANGES, AMENDMENTS AND MODIFICATIONS

The Department of Residence Life and Euclid Avenue Development Corporation, in their sole discretion, reserve the right to change, amend, or modify any of this information. New residence hall judicial policies will be implemented after reasonable notice to residents. Reasonable notice shall be served upon distribution of printed material in residence hall mailboxes or delivery to residents' CSU email address.

SECTION FIVE

EMERGENCY EVACUATION INFORMATION

EMERGENCY EVACUATION PLAN

The City of Cleveland, Cleveland State University, and the Department of Residence Life have worked together to develop evacuation plans in the remote chance of an emergency situation which requires evacuation. These plans will be activated in the event that the city orders their secondary evacuation zone to be evacuated (e.g., fire, weather or other emergency). Please read the following carefully so you will have an awareness of the actions that need to be taken if an emergency situation occurs:

EMERGENCY AND CRISIS RESPONSE CARD

All residents must complete an emergency and crisis response card at check-in. Failure to complete the card in a thoughtful and timely manner may result in a fine or judicial action. The Department of Residence Life will use the card to help coordinate resident placement in an evacuation. By your responses, Residence Life staff will have a better idea of how many residents have prior alternate housing arrangements and how many residents will need housing in the event of an emergency evacuation.

RESIDENCE HALL EVACUATION

If your residence hall is evacuated, please observe the following:

- Do not panic, stay calm, and in control of your actions.
- Pack items you will need quickly.
- Follow directions of Residence Life staff.
- Let the Residence Life staff know if you are going home on your own, or going with your roommate, friend, coach, or family. Residents who have their own transportation may leave campus after reporting to a Residence Life staff member.
- Hotel accommodations may be made for temporarily housing residents who state they do not have other housing options. The cost of any transportation or housing provided will be the responsibility of the individual and not EADC.
- Watch the news for information to return to CSU

CLEVELAND STATE UNIVERSITY

EMERGENCY EVACUATION PLAN

The City of Cleveland may call for an evacuation of the city under either a precautionary basis or due to a disaster. The University intends to fully comply with any and all such directions.

IN THE EVENT OF A CITY OF CLEVELAND EVACUATION

- The city will notify CSU and the University will begin evacuating at once.
- Notice at the University will be initiated by the CSU Police Department.
- If evacuation by car is appropriate, only certain major arteries will be available to carry people out of the city. The arteries used are based on where your car is parked and where the disaster is located.
- Most likely the CSU campus will need to exit and drive to the east using Euclid, Chester, Prospect, Payne, or as directed by the Police or Safety Force members.
- Cross town traffic will not be permitted, neither will access into the city. Inbound traffic will be restricted to emergency and mass transit.
- Mass transit will remain as operational as possible.
- In the event that vehicular evacuation is not possible, plans have been made to evacuate via a pedestrian method. You will be notified by CSU if this occurs.
- Several transit hubs have been selected just outside the downtown area, to which citizens can travel and access mass transit to outlying temporary shelters. The closest temporary shelter to CSU is the Tri-C Metro campus. Upon arrival at the temporary shelters, citizens will be put aboard RTA buses to suburban malls.

IN ADVANCE OF A CITY OF CLEVELAND EVACUATION YOU SHOULD

- Become familiar with the city's evacuation plan. It is posted on www.city.cleveland.oh.us/

- Pre-plan with other family members or friends how each will get home in the event of an evacuation.
- Plan and discuss secondary access numbers and meeting locations with your family members in the event that you are unable to contact each other using normal methods. You may wish to have an out-of-town friend or family member be the contact for your family to call in the event that local circuits are busy.

NOTE: There may be times when the concept of "shelter-in-place" may be used and people may be asked to remain in place and control their environment. Instructions for "shelter-in-place" will be given by safety forces members at the time of an emergency.

OTHER EMERGENCY INFORMATION

ACTIVE SHOOTER

Residents should have a plan in place in the event an active shooter incident occurs on the campus or in the residence halls. More information and resources on what to do before, during and after an incident can be found on the Cleveland State University's website here: <http://www.csuohio.edu/police/active-shooter-survival-and-violence-prevention-resources>

CSU ALERT

CSU Alert is a campus wide notification system that sends messages to student's email and cell phone (via SMS texts). Residents should verify their contact information via CampusNet and make sure it is up to date whenever there is a change in the information.

ELEVATOR EMERGENCIES

If you are stuck in the elevator or if the elevator doors open and you are stuck between floors, **DO NOT ATTEMPT TO CLIMB OUT OF THE ELEVATOR!** The elevator may start to operate again and you could be seriously injured or killed. Follow directions as posted in each elevator. Use the emergency phone in the elevator to call for help and you will be directly connected to the CSU Police Department. Also, hold in the alarm button to notify staff that you are stuck. We will work as quickly as possible to get the elevator operational and to get you out.

EMERGENCY MAINTENANCE

For emergency maintenance concerns, such as loss of electric power or extensive flooding, etc., immediately contact your residence hall community desk.

FIRE PROCEDURES & EXPECTATIONS

When you hear the fire alarm you should do the following:

- Touch your door and doorknob to see if it is hot.
- If not, immediately leave your room and walk to the nearest stairwell to exit the building, closing all doors behind you.
- If you cannot leave your room, remain calm. Place a wet towel under the door. Call 911 and notify the CSU Police Department of your situation. Wait patiently for assistance.

If you detect a fire and the fire alarm is not sounding you should do the following:

- Leave your room/area immediately closing all doors behind you and proceed to the nearest exit.
- Pull the manual fire alarm located near the stairwell exit and exit the building.

- Always know a second way out of the building in case the primary exit is blocked by smoke.
- Never wait for or use an elevator to evacuate.
- Tell a police officer or firefighter of any important information that you know (i.e.; physically challenged persons, location of fire, what is burning, etc.).

When an alarm goes off on your floor, it is very important that you take it seriously! You must vacate the building by leaving your floor via the stairwells nearest to you and exiting through the doors marked with exit signs. All of the emergency exits will be open so that you can exit the building directly from the stairwell.

Look for Residence Life staff members to direct you once you are outside the building. The RA “on duty” or on-call professional staff is responsible for directing the staff and working with the fire and safety staff to inform residents when they may re-enter the building.

When the fire alarm sounds and/or you have been asked to leave the building for an emergency situation, you must comply. If a resident is able to leave, but does not leave their room or the building during an alarm, judicial action will result in disciplinary sanctions and a fine of one hundred dollars (\$100.00).

MEDICAL EMERGENCY PROCEDURE

Call the CSU Police Department at 216-687-2020 immediately for a medical emergency. Do not call 911. After you contact the police, contact your residence hall community desk. A Residence Life staff member may be able to assist you until CSU Police arrive.

MENINGITIS

College freshmen, and particularly those who live in residence halls, have a slightly increased risk of getting meningococcal disease. That is why both the Center for Disease Control and the American College Health Association have recommended that college freshmen, especially those who live in residence halls, receive a vaccine. For more complete information or to schedule an appointment for the vaccine, contact CSU Health Services (<http://www.CSUOhio.edu/health/>) at 216-687-3649 or extension 3649 from any campus phone for the price and the availability of this vaccine.

SAFETY ESCORTS

The CSU Police Department provides safety escorts to and from any location on or near campus 24 hours per day seven days a week. Community Service Officers, wearing orange shirts or jackets, assist with safety escorts. Call 216-687-2020 or extension 2020 from any campus phone to request an escort.

SEVERE WEATHER

There are three types of severe weather that typically occur in the Cleveland area. These include severe thunderstorms, tornadoes, and severe winter weather. In each case of severe weather, the National Weather Service will issue either a watch or a warning.

- **Watch**

A watch is used when the risk of a hazardous weather has increased significantly, but its occurrence, location, and/or timing is still uncertain. It is intended to provide enough lead-time so that those who need to set their plans in motion can do so.

- **Warning**

A warning is issued when a hazardous weather is occurring, is imminent, or has a very high probability of occurring. A warning is used for conditions posing a threat to life or property.

GENERAL GUIDELINES FOR SEVERE WEATHER

- When a resident becomes aware of a watch or warning they should contact the community desk and provide them with this information.
- In the case of severe thunderstorm and tornado watches residents should seek shelter in areas which have no windows and are located on lower floors. Residents should avoid elevators and glass windows during severe weather.
- In the case of severe thunderstorm and tornado warnings residents should seek shelter in the bathrooms and/or hallways. Room doors should be closed and residents should avoid the elevator lobby areas due to the glass windows.
- High winds from a tornado passing nearby can damage adjacent structures. Residents should use care when exiting the building if there is wind or water damage, or downed electrical lines.
- Winter storms can deliver large amounts of snow or ice in a short period of time affecting access to the residence halls and the safety of residents. Relatively high winds may accompany the storms. In the case of a winter storm warning, residents should develop personal plans for medication supply and access.

SAFETY CONCEPTS TO KEEP IN MIND

- Know your building's emergency procedures. They are critical to your safety!
- Always remain calm in any emergency.
- If an evacuation is ordered, use your pre-designated route for leaving the downtown area.
- If you cannot use your pre-designated route, heed all safety personnel instructions and/or follow the general flow of traffic.
- Pre-plan with other family members or friends how each will get home in the event of an evacuation.
- Plan and discuss secondary access numbers and meeting locations with your family members in the event that you are unable to contact each other using normal methods.

Terms of the 2019-2020 Cleveland State University Residence Hall Contract by and through Euclid Avenue Development Corporation

1. Parties

- A. This Housing Contract is by and through Euclid Avenue Development Corporation as owners ("Owner") on behalf of Cleveland State University, and the resident ("the resident"), or the resident's parent or legal guardian where applicable, whose name appears on the contract.
- B. This Contract is not transferrable nor does it create any leasehold or other estate rights in real property. Consequently, the resident may not sublet the room or apartment for which this contract is signed.

2. Nature of Contract

- A. Housing Contract Offer
 - i. The delivery of this Housing Contract to the resident constitutes an offer of accommodations and services in university housing.
 - ii. This offer is contingent upon availability of space within university housing and under the terms described herein.
- B. Contract Acceptance
 - i. This Housing Contract is duly accepted when

- a. The named resident and/or the resident's parent/guardian signs the Residence Hall Contract
 - b. The signed Residence Hall Contract is submitted to Residence Life with appropriate fee(s) (application fee paid and deposit submitted) by the deadline specified in the offer; and
 - c. Acceptance of the Housing Contract is acknowledged in writing, including e-mail, to the resident by Residence Life.
- ii. All applicants must meet the eligibility requirements outlined in Section 6 of this Housing Contract for their designated housing preference. The Owner reserves the right to deny housing based upon inability to meet the eligibility requirements.

3. **Contract Cancellation**

- A. Once accepted, a Housing Contract may be cancelled **without fee or penalty**
 - i. By the resident if written notice is received by the Residence Life Office by no later than the following dates:
 - a. When the term of the contract begins with the fall semester, the cancellation deadline is May 15
- B. Once accepted, a Housing Contract may be cancelled **with penalty**
 - i. By the resident or
 - ii. By Residence Life on behalf of the Owner for:
 - a. Loss of resident's eligibility for housing
 - b. Failure of the resident to take occupancy
 - c. Withdrawal from the university prior to the end of the contract term
 - d. Breach of contract by the resident.
- C. Cancellation Penalty
 - i. A Housing Contract cancelled by either the resident or Owner will incur the corresponding cancellation penalty:
 - a. Cancelled May 16-June 15 -- \$100
 - b. Cancelled June 16-July 15 -- \$200
 - c. Cancelled July 16-September 1 -- \$300
 - d. Cancelled during the contract term -- \$100

4. **Eligibility for Housing**

- A. Eligibility requirements for undergraduate students:
 - i. Any person who has been admitted to, or who has enrolled in the university as a degree-seeking student registered for 6 or more credit hours at the University by August 1 is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
 - a. Students who are registered for a New Student Orientation session to take place after August 1 may be granted an exception to this requirement at the sole discretion of the Director of Residence Life.
 - ii. The Owner, in its sole discretion, may grant an exception to the credit hour requirement if the student is participating in University sponsored-internships and externships (e.g., student teaching).
- B. Eligibility requirements for English as a Second Language (ESL) program students:
 - i. Any person who is a currently enrolled in the ESL program is eligible to enter into this Housing Contract with the Owner, except as otherwise provided herein.
- C. The Owner, in its sole discretion, reserves the right to deny or revoke housing eligibility for students who have been convicted of a crime, excluding a minor traffic violation.
- D. The Director of Residence Life may, in his or her sole discretion and without notice from the student, determine that the student is no longer eligible for university housing and cancel the Housing Contract at any time during its term.
- E. Subject only to the foregoing, a resident who loses eligibility during the term of the contract for any reason must notify the Residence Life Office, complete the check-out procedures applicable to the relevant building, and vacate the assigned premises within 72 hours of the loss.

5. **Term of the Contract**

- A. The beginning and ending dates of the contract shall be as specified on the Residence Hall Contract. The contract is binding on the Owner and on the resident (and the resident's parent or legal guardian where applicable) for the entire term of the contract and cannot be terminated except under conditions cited in this contract.

- B. If space is available, the resident may be permitted, in the sole discretion of Residence Life, to arrive or depart earlier or later than the specified dates. Residence hall early arrival or late fees are processed separately and are assessed at a daily rate.
- 6. Space Reservation Fee/Security Deposit**
- A. To accept the offer of housing and reserve a residence hall room space, each new Housing Contract must be sent or submitted to Residence Life and accompanied by a \$200 payment.
- i. Checks or money orders should be made payable to Cleveland State University.
 - ii. Online credit card payments accepted at tinyurl.com/CSUsecdep.
- B. After serving the purpose of reserving space for the beginning semester of the term of the contract, the space reservation fee will serve as a security deposit.
- C. Returning residents are not required to submit an additional space reservation fee if a security deposit is currently on file.
- D. If space is not available, and/or the contract is not accepted by the Owner, the reservation fee will be refunded in full.
- E. Failure to fulfill any of the terms of this Contract will result in the forfeiture of the deposit, unless
- i. The student is denied admission to the University, or
 - ii. The student is activated for military service.
- F. Upon the ending of the contract term,
- i. For residents not continuing in university housing, the security deposit will be refunded within 30 days as a credit to the resident's student account, less
 - a. Any and all due and payable housing fees, including any and all assessed damage fees.
 - ii. For residents signing a Housing Contract for the next academic year, the deposit will automatically be credited as a security deposit for that year.
 - a. Any damage or other fees owed for the current year will be assessed as a separate fee.
- 7. Assignments**
- A. The room contracted by the resident will be that assigned by Residence Life and for the term noted on the Residence Hall Contract. Residence Life will reasonably attempt to accommodate, but cannot guarantee, the resident's expressed preferences for a specific building or, if applicable, roommate or room type.
- i. Any mutual roommate requests must be submitted in writing by all parties to Residence Life on or before June 1 for the fall semester and on or before December 1 for the spring semester.
 - ii. Residents will not be assigned to nor may they share a room with nor otherwise cohabit with a member of the opposite sex.
- B. The resident agrees that occupancy of the assigned room is limited to residents assigned to that room, that the room will be used only as living space, and that the space will not be loaned to or occupied by non-residents.
- C. The resident agrees that assignment to a double-occupancy sleeping room permits occupancy of only one-half of the space, and the remaining half must be kept available for occupancy by another resident, even if no occupant is assigned.
- i. Residence Life may assess a fee to the resident if a new roommate is unable to move in because the space has not been kept vacant and available.
- D. All roommates have equal and equitable rights to shared spaces (e.g. living room, kitchen, bathrooms) within assigned rooms.
- E. Willingness to participate in gender-neutral housing may be indicated by completing a separate application which acknowledges the potential to be assigned to a room without regard to gender.
- F. The Owner reserves the right to make temporary assignments which increase the occupancy of a room to accommodate additional demand for housing.
- G. The Owner provides equal housing to qualified residents without regard to race, color, religion, national origin, sex, age, sexual orientation, handicap or disability, disabled veteran, Vietnam era veteran or other protected veteran status.
- 8. Occupancy**
- A. The resident's acceptance of room key(s) to the assigned room shall be considered occupancy for purposes of this Contract.
- B. The Owner may cancel the contract and assess the appropriate cancellation penalty if the resident does not take occupancy

- i. On or before of the second day of regular classes for the semester in which the contract begins.

9. Services Period and Services Provided

- A. The Owner agrees to furnish to the resident a space in the residence halls, hereinafter referred to as room, and to grant the resident the use of the facilities in that residence hall.
- B. The room's furnishings will include a bed, dresser or wardrobe, desk chair, and desk. Suite-style rooms also include a loveseat, chair, and entertainment table; suites with kitchenettes will include typical kitchen appliances.
- C. The Service Dates are specified on the face of the Residence Hall Contract.
- D. The Owner reserves the right to close the residence hall and prohibit access to the building or specific rooms within the building in the event of an emergency.

10. Utilities

- A. The Owner agrees to provide reasonable amounts of heat, water, electricity, and waste disposal consistent with university policies during the contract services period.
- B. Cable and internet services are included in the room fee.
- C. Telephone services are not provided.

11. Repairs

- A. The Owner agrees to make all necessary repairs and perform maintenance in the residence hall and the resident's room through its authorized personnel.
- B. Repairs will be made to the room and to university furnishings upon request or in accordance with routine schedules. Charges may be assessed to the resident in accordance with Section 15 below.

12. Keys

- A. The resident agrees to be responsible for the key to his or her assigned room and/or mailbox. The resident further agrees not to have or allow the key to be duplicated nor transfer use of the key.
- B. The resident agrees to report loss of the assigned keys and to pay the charges for changing the cores of all locks on doors, drawers, and mailboxes affected by the loss.
- C. The resident agrees to turn in all keys to the Department of Residence Life upon termination of this contract or upon written notice from the Department of Residence Life.

13. Care of Facilities

- A. The resident agrees to be directly and financially responsible for keeping the assigned sleeping room and its furnishings clean and in the same condition as when it was assigned, excluding normal wear and tear, and to cooperate with roommates in the common protection of property and cleanliness and condition of any and all shared spaces.
- B. The resident agrees to notify Residence Life of any deteriorated conditions of the room or its furnishings so timely repairs may be made.
- C. The resident agrees not to modify or cause or allow for the modification of the assigned room or other parts of the building.
- D. The resident agrees to pay charges when assessed for room damages or special housekeeping or maintenance necessary due to misuse or abuse of facilities for which the resident is responsible.
 - i. Damage and cleaning charges include but are not limited to
 - a. Costs associated with removal of posters, stickers, or decals attached to the doors, walls, or room contents
 - b. Any tampering with cable television wiring or equipment
 - c. Repairing holes in the walls
 - d. Replacement or repair of telephone and data jacks and wiring which are the property of the University
 - e. Cleaning costs upon check-out for rooms that are not clean
 - ii. The cost of any damage will be assessed equally among the residents of the room unless and until the identity of the student(s) responsible for the damage is determined.
- E. The resident agrees to not remove furniture from the assigned room or suite without prior written authorization from the Director of Residence Life.
- F. The resident, as well as Residence Life staff, is expected to inventory the assigned room and suite upon checking in and checking out of the residence hall.

14. Room Entry and Inspections

- A. The Owner and the University affirm their respect for each resident's right to privacy in his or her own room and agree to use reasonable effort to provide at least 24 hours' notice prior to making inspections for damage and cleanliness.
- B. The resident agrees to and authorizes entry with or without notification to perform maintenance, to make inspections, to inventory and/or reclaim Owner's or University's property, to address health and safety issues, to resolve unsafe or unsanitary conditions, to investigate violations of the CSU Student Conduct Code or Residence Life Policies and Procedures, to verify occupancy, and for any emergency situation.
- C. The resident acknowledges that entry and inspection by Owner, University, or law enforcement officials for discovering violations of University rules, regulations, policies and procedures, or local, state, or federal law shall be in accordance with University policy and/or local, state and federal law, as applicable.
- D. A resident's request for maintenance will constitute authorization to enter the resident's room.

15. Use of Common Areas

- A. The resident will have the nonexclusive, revocable right to make normal use of the common areas of the building in which the assigned room is located, including but not limited to TV lounges, study lounges, and laundry facilities.
- B. The resident agrees to treat all public areas in the assigned residence hall and to use the equipment located in them in an appropriate manner. Any damage to public areas and/or equipment should be reported immediately to Residence Life and a damage fee will be assessed equally among the residents of the specific floor or all residents in the residence hall depending on the location of the damage(s) unless and until the identity of the student(s) responsible is determined.

16. Behavior and Conduct/Resident Responsibilities

- A. The resident agrees to review and observe all published rules affecting his or her status with the university, specifically including the CSU Student Code of Conduct, the Resident Handbook, and posted housing rules established by university officials and/or the Owner, all of which are incorporated into this Contract by reference.
- B. The resident agrees to conduct him or herself in such a manner as to allow others the quiet enjoyment of the residence halls. The resident agrees to abide by the laws of the State of Ohio and to avoid causing excessive noise and/or disruptive behavior and understands that he or she may be required to provide and use earphones or to remove stereos or musical instruments from the room if the use of such equipment is causing a disturbance.
- C. The Owner reserves the right to amend or modify the Residence Life Handbook and the University reserves the right to amend or modify the CSU Student Code of Conduct as deemed necessary by the Owner or the University during the term of this Contract.

17. Reassignment

- A. Rooms or apartments are subject to reassignment at any time. Residence Life may alter the resident's assignment for reasons including, but not limited to, Americans with Disabilities Act (ADA) compliance, disciplinary reasons, catastrophe, renovation or closing of a facility, consolidation of vacancies, unavailability of space, violation of specific living area expectations, unresolvable incompatibility of roommates, unpaid housing or dining fees, facility maintenance, or at the request of the resident.
- B. The resident understands and agrees that the resident's contract is for a room assignment determined by Residence Life, not for any particular room, and that Residence Life may reassign the resident to another room at any time when there is reasonable cause to believe that the resident has violated the CSU Student Code of Conduct, the Resident Handbook, or posted housing rules established by university officials and/or the Owner.
 - i. When a violation or alleged violation of these regulations occurs, the resident agrees to appear before the proper judicial body and/or the Director of Residence Life or the Director's designee(s) depending on the nature of the alleged violation.
 - ii. Violations related to Resident Handbook and Contract may result in sanctions ranging from verbal reprimand to cancellation of the Housing Contract.
 - iii. Violations of the CSU Student Code of Conduct may result in sanctions ranging from reprimand to dismissal related to student status. Some violations due to their nature may result in sanctions from both adjudicating bodies.

- iv. The Director of Residence Life shall have the sole authority, prior to any hearing, to remove immediately the resident from the residence hall if he/she believes that such action is necessary for the resident's health or safety, the health or safety of other residents, or for other appropriate reasons.

18. Breach of Contract

- A. The resident agrees that breach of contract exists when it is determined by the appropriate university official and/or judicial body that a violation of provisions of this contract or of rules and regulations of the university has occurred.
- B. If this contract is cancelled by the Owner for the resident's breach of contract,
 - i. The resident's obligation to pay the remaining room and board fees for the semester in which the violation occurred and/or the semester in which the decision is rendered remains in effect, and
 - ii. A cancellation penalty as defined in Section 3C will be applied to the student's account.

19. Relief of Contract Obligations

- A. Authority for relief from any contract obligations is held solely and exclusively by Residence Life.
- B. The resident who moves out of university housing during the term of contract without relief from contract obligations and remains enrolled will continue to be liable for housing fees that accrue against his or her account, whether or not the resident uses the services.

20. Fees and Payments

- A. Room fees due are specified by the rates in the Residence Hall Contract.
- B. The resident agrees to pay the fees for residence hall accommodations and services in full and in accordance with the schedule determined by the University.
- C. A late fee of \$100 may be assessed for accounts not paid in full by the due date.
- D. The Office of Treasury Services offers a Budget Payment Plan (BPP) and should be contacted directly to establish such a plan.
 - i. Enrollment in a BPP does not relieve the obligation of timely payment of all amounts due before the resident can occupy a room.
- E. The Owner reserves the right to deny, suspend or revoke housing eligibility or cancel any Housing Contract for failure to pay fees in a timely manner, including BPP payments.
- F. The resident agrees that failure to make payments as prescribed does not relieve the resident of contract obligations and understands that nonpayment may result in removal from the residence hall, reassignment of current room, or denial of residence halls services, including refusal to enter into subsequent Housing Contracts with the resident or grant housing during break periods. Further, the Owner may seek the university's support in cancellation of current student enrollment, and/or denial of subsequent university registration and/or release of transcripts until the amounts due are paid.
- G. The Owner reserves the right to discontinue facilities and services not expressly agreed to in this contract.
- H. The resident acknowledges that rates for housing are subject to change annually at the start of a new academic year.
- I. The Owner agrees not to change fees or services rendered nor method of payment of same as described herein except upon prior written notice when the Owner determines that changing conditions warrant such action.

21. Refunds

- A. Any refund of housing fees will be based upon the date the resident completes the published check-out procedures and University's published refund schedule, and will be credited to the resident's student account. The availability of funds credited to the resident's student account will be impacted by any other charges due to the university at that time.

22. Liability and Insurance

- A. The Owner acknowledges, and the resident is hereby made aware, that damage, criminal activity, personal injury and theft occur, and the risk exists for these and other such future occurrences which may cause bodily injury or property damage on University premises, specifically within and around the assigned residence hall. Therefore, the resident agrees to assume responsibility for his or her own personal safety and security, as well as for his or her personal belongings.
- B. Neither the Owner nor the University assumes responsibility for any resident's, guest, or other person's loss of money or valuables, or for the loss or damage to property, or

injuries, personal or otherwise, sustained on or about the residence halls. **The Owner and University recommend that the resident contact an insurance carrier concerning the availability of protection against any such losses.**

- C. The resident understands and agrees that medical insurance is the resident's responsibility, and further understand and agree that neither the Owner nor the University provides medical insurance as part of this contract. In case of emergency, accident, illness, or other incapacity, the resident gives permission to be treated by a medical professional and admitted to a hospital, if necessary, and the resident assumes responsibility for all medical and emergency expenses incurred on the resident's behalf regardless of whether the resident otherwise explicitly authorizes. **The Owner and University require that all students purchase Student Health Insurance or provide proof of other medical insurance.**
- i. The resident must provide proof of health insurance coverage in effect during all periods residing in campus residence halls. The Owner reserves the right to assign the resident to the least expensive health insurance plan if the resident fails to complete this requirement prior to taking occupancy of the room. In such a circumstance, the resident remains fully responsible for the related fees.

23. Meal Plans

- A. All residents in university housing are required to select one of the residential meal plans and the resident agrees that the obligation to participate in a meal plan is binding for the entire term of this Housing Contract.
- B. Residents agree to enter into a separate contract for a residential meal plan with CSU Dining Services and comply with its requirements.
- C. The Owner reserves the right to assign the least expensive residential meal plan applicable for any resident who does not have a meal plan contract in place prior to occupancy of a residence hall. In such a circumstance, the resident remains fully responsible for the related fees.

24. Parking

- A. Parking permits for residents for on-campus parking are available from Parking Services. The resident acknowledges and agrees that parking space adjacent to the assigned residence hall is not guaranteed.

25. Early Contract Termination

- A. Except as expressly set forth below, the resident is obligated for the entire term of the contract for the stated dates and fees set forth on the face of the Residence Hall contract.
- B. The resident may request in writing early termination of the Housing Contract by
- i. Documenting a significant and compelling change in circumstances,
 - ii. Within 10 days after the specific, precipitating event causing the change in circumstances,
 - iii. Including third-party supporting information, and
 - iv. Submitting all information to Residence Life.
- C. The Owner will convene on a regular basis a contract review committee to consider all properly submitted early termination requests. The Owner agrees to notify the resident of the date the committee is meeting.
- i. Resident's failure to attend the contract review committee is not grounds for an appeal of the committee's decision nor does it relieve the resident of the obligations of the Housing Contract.
- D. Requests for early contract termination based on a student's health and well-being will be reviewed by the Director of Residence Life.
- E. The resident may relinquish all continuing rights under the contract, notify Residence Life, and cancel the contract early without penalty effective at the end of the semester he or she
- i. Completes all degree requirements and graduates. Any refund minus any applicable charges will be issued for any pre-paid housing fees and/or deposit.
 - ii. Participates in a study abroad program during the spring semester. Any refund minus any applicable charges will be issued for any pre-paid housing fees and/or deposit.
 - a. Participation in a study abroad program is subject to verification, and if not verified, the contract remains in effect and full force.
 - b. Notification of participation in a study abroad program must be given to Residence Life in a timely manner.

- F. Unless otherwise determined by the contract review committee, the resident remains responsible for all housing and dining fees up to and including the date of the early termination and any subsequent days until the resident has successfully checked out of the residence hall.
- 26. Withdrawal from the University**
- A. The parties agree that the contract may be cancelled and a cancellation penalty applied if
- i. The resident voluntarily withdraws from the university prior to the end of the academic term, or
 - ii. The resident is dismissed as a result of academic performance.
- B. The resident who withdraws from the university agrees to relinquish any rights of occupancy or services granted under this contract and further agrees to vacate the assigned space within 72 hours of withdrawing according to the published check-out procedure for the residence hall. Any approved refund will be based on the date check-out is successfully completed.
- 27. Choice of Law**
- A. This Contract is governed by the laws of the State of Ohio, regardless of the place of execution. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 28. Reservation of Rights**
- A. The rights and remedies of the Owner set forth herein are in addition to all other rights and remedies allowed under law and equity. By signing the Housing Contract, the resident agrees to be bound by all the terms and conditions stated herein and adhere to written policies and procedures of the Owner, University, and Residence Life.
- 29. Acts of God**
- A. If either party is prevented from, or delayed in, completing performance of any or all of its obligations under the Housing Contract (other than payment of rent and fees) by an act of God or any other occurrence beyond the party's control, the party will be excused from performance for as long as it is reasonably necessary to complete performance.
- 30. Waiver**
- A. No waiver of any default in the performance of the Housing Contract between the Owner and the resident shall be effective unless in writing and signed by the waiving party. The waiver of a particular default in the performance of the contract shall not constitute a waiver of any other or subsequent default. The resort to a particular remedy upon a default shall not constitute a waiver of any other available remedies.
- 31. Severability**
- A. If any provision of the contract between the Owner and the resident is determined to be invalid or unenforceable, the remainder of the contract shall not be affected and shall remain in effect.
- 32. Entire Agreement**
- These terms and conditions, together with the Residence Hall Contract and acceptance forms, contain the entire contract between the Owner and the resident and supersede any and all prior agreements or representations between the parties pertaining to the same subject matter. The Owner may, in its discretion, increase the rent or otherwise alter the terms and conditions of the contract effective upon the commencement of any renewal term.

RESIDENTIAL MEAL PLAN CONTRACT FOR ACADEMIC YEAR 2019-2020

A residential meal plan is required of all Students living in CSU Residential Facilities. Resident Students will participate in a meal plan as indicated below. Resident Students have entered into a binding contract with the University that includes a residential meal plan for the academic year subject to the following terms. Students who sign a housing contract with The Department of Residence Life acknowledge they have carefully read, and further agree during the term of their contract to act in accordance with the Policies and Procedures stated in the Residence Hall Contract, the Resident Handbook and the CSU Student Handbook.

Electing your Plan

Resident Students (Students who live in Euclid Commons and Fenn Tower ONLY) choose their plan after they have signed their agreement with Department of Residence Life. Meal plans are chosen here: <http://tinyurl.com/19mealplan>

Changing your meal plan

- The purchase of additional block meals or Dining Dollars to supplement your existing meal plan is not considered a meal plan change.
- Meal Plan Change requests must be submitted online through <http://tinyurl.com/csmealchange>
- During the first week of class each semester, students are permitted to change their meal plan to any qualifying plan, including from Block to Traditional and vice versa.
- For fall semester, you may change your meal plan selection with no financial penalty on or before August 30, 2019.
- For spring semester, you may change your meal plan selection with no financial penalty on or before January 17, 2020.
- After the specified dates for each semester, meal plan changes are limited to upgrades to plans with more meals.

Termination of the Meal Plan Contract

All students who enter into this agreement are liable for residential meal plan fee payments for the academic year as indicated on this contract. If you are dismissed from the University, you will receive a pro-rated refund of the semester fees in accordance with the On-Campus Housing refund policy.

Pro-rated refunds are calculated weekly based on your Meal Plan usage. The week is defined as beginning on Monday and ending on Sunday. Meal Plan usage is calculated from the date that meal plans begin for the semester, through the Sunday following the day the meal plan is deactivated on the Viking Card. Residents who leave the University prior to the end of the academic term will receive a pro-rated meal plan refund based on the number of weeks of residency, actual use, and Dining Dollars usage until the end of the 5th week, at which time no refund will be given. You may only receive a full refund of your residential meal plan fees if you fail to take occupancy of your residence hall room, as defined by Section B(5) of the On-Campus Housing contract.

Exemption from Meal Plan

The university will accept meal plan exemption applications for medical and religious reasons only. Each application will be reviewed on a case-by-case basis. Please follow the instructions on this form:

https://new.dineoncampus.com/files/section_documents/2f17c3b3-d3d3-46a0-93e6-383166460725.pdf to apply for exemption.

Additional Information about Residential Meal Plans

1. Your meal plan is accessed by swiping the magnetic stripe on the back of your Viking Card. You must have your Viking Card to access the Viking Marketplace, where the cashier will swipe your Viking Card and one meal will be deducted from your meal plan. When using Dining Dollars for food purchases, you must present your Viking Card to the cashier at the Dining location and the total amount of the purchase will be deducted from your Dining Dollars.
2. Traditional meal plans consist of 19 meal times per week [Monday – Friday (3), Saturday – Sunday (2)]. One meal can be redeemed per meal time. Unused meals expire at the end of each week, and a new balance of meals will be added to your account at the beginning of each week. The meal plan week begins Monday and ends

Sunday. Meal times consist of Breakfast, Lunch and Dinner (Brunch replaces Breakfast and Lunch on Weekends) at the Viking Marketplace Dining Hall.

Meal plan times are based on the following hours:

- Monday – Thursday: Breakfast (7am–10:30am), Lunch (10:30am–3pm), Dinner (3pm–8pm)
 - Friday: Breakfast (7am–10:30am), Lunch (10:30am–3pm), Dinner (3pm–7pm)
 - Saturday: Brunch (10am–3pm), Dinner (3pm–7pm)
 - Sunday: Brunch (10am–3pm), Dinner (3pm–8pm)
- *Times are subject to change

3. Block meals may be used any time of day at the Viking Marketplace.
4. The Block 75 and Traditional 8 meal plans are available only to residents with in-room kitchens.
5. The Meal Plan service dates are based on the undergraduate and graduate academic calendar of 16 weeks per semester. The additional week per semester for Law students is not included in the residential meal plan.
6. All Block meals must be consumed in the semester they were purchased. Unused Block meals and Guest Meals do not transfer from semester to semester and are deemed void and non-refundable at the end of the semester. All Traditional meals must be consumed from week to week. Unused Traditional meals are deemed void and are non-refundable at the end of the week and guest meals do not transfer from semester to semester
7. Block meals may be used to gain dining access to the Viking Marketplace for the Meal Plan holder or for a resident's guest. The Traditional and All Access plan Guest Meals allow guest access to the Viking Marketplace. The meal plan holder must accompany their guest(s).
8. In the event you are unable to visit the Viking Marketplace or will be off campus, a boxed meal replacement is available and will represent a single meal from your meal plan. Boxed meal order request forms are available from the cashier at the Viking Marketplace. Requests must be submitted at least 3 hours in advance to the cashier in the Viking Marketplace.
9. Unused Dining Dollars from the fall semester will roll over for use during spring semester. Dining Dollars are available for dining purchases during winter break to residents who have registered for spring classes. Any unused Dining Dollars remaining at the end of spring semester are deemed void and are non-refundable. Dining Dollars may only be used for purchases at on-campus dining locations operated by CSU Dining; including Elements Bistro on Euclid and Chili's Grill & Bar. Dining Dollars may not be used to purchase alcohol.
10. Dining Dollars, Block meals, Traditional meals, Guest meals and All Access privileges have no independent cash value separate from the residential meal plan and are non-transferable.