PART I: General Information

Millersville University provides available housing to eligible students regardless of race, age, religion, sex, national origin or physical disability. If a student with a disability needs an accommodation related housing, the student should follow the process set forth below.

The Agreement for the Department of Housing and Residential Programs (hereinafter the “Agreement”) sets forth rights and responsibilities of the student and Millersville University in connection with residential services. The Agreement for the 2014-2015 academic year (fall and spring semesters) is between Millersville University and the student whose signature appears on the Housing Agreement (which covers Parts I and II of the Housing Agreement). Please be aware of the following information as you apply for these services.

Residency Requirements – All full-time undergraduate students with less than 60 hours attempted are required to live on campus. On campus is defined as residing in one of the following residence halls: Bard, Diehm, Gaige, Gilbert, Harbold, Hull, Reighard, Shenks, or South Side Suites @MU. Students interested in living off-campus must have attempted at least 60 credits or have completed four (4) full semesters (does not include summer or pre-sessions) before they can move off campus.

Students may request a waiver to the residency requirement. Waiver must be submitted using the student’s MAX account and will be considered on a case by case basis. Students may request exceptions to the residency requirements based on one of the following criteria:

1. Commuting within 40 miles of Millersville University from the student’s permanent home address
2. Withdrawing from Millersville University
3. Approved leave of absence
4. Student teaching
5. Study abroad
6. Confirmed that property operated by Student Lodging, Inc is secured by students with at least 30 credits.

The release from the residency requirement is not guaranteed. Complete details on the process for requesting a waiver to the residency requirement can be obtained by contacting the Office of Housing and Residential Programs.

Meal plans for residential student – Students residing in any of the University owned or managed residence halls is required to have a meal plan. Meal plan options for residential students are Captain’s 21 meal plan, 19 meal plan or 14 meal plan. Residential students will be assigned the 19 meal plan unless a different meal plan is requested.

Roommate Requests – Insofar as possible and as space permits, reasonable effort is made to honor requests for a specific housing assignment and/or mutual roommate requests. Roommate requests must be mutual and be submitted in writing, before they can be honored. The University will not accommodate roommate requests that discriminate based upon race, age, religion, sex, national origin, or physical disability.
Late Application and Waiting List – It may be necessary for the University to make a temporary housing assignment until a permanent assignment becomes available. Students who apply for housing after all available spaces have been filled will be placed on a waiting list according to the date the application is received by the Department of Housing and Residential Programs.

Physically Disabled Students – A request for a housing accommodation related to a covered disability must be filed with the Learning Services Office, along with the Housing Agreement. Both should be submitted no later than May 1, 2014, for the fall semester, and December 1, 2014 for the Spring Semester. The University is not required to provide personal attendant care or individually prescribed devices for students with covered disabilities. Personal attendants are not permitted to reside in University-operated housing unless the attendant is a Millersville student otherwise qualified for residence. Arrangements for the provision of attendants are entirely the responsibility of the individual student and should be established well in advance of the time such services begin.

Consolidation – Beginning the second week of the fall and spring semesters, residents without roommates may be required to move together (consolidate) in order to offer single rooms to interested students. Residents affected are contacted by a housing staff member and will be asked to be involved in the decision-making process. The consolidation policy is intended to allow interested students to obtain a single/double room (single/double rooms will only be available when space allows) and to make the best use of residential space. Students not requesting a single/double room and who are living alone in a double room may be required to take one of the following actions:
1. Move in with another student living alone in a double room.
2. Find a roommate to move into your room.
3. Sign a single/double agreement addendum for the remainder of the academic year (single/doubles cost more per semester and the charge begins from the day of the signing of the single/double room agreement addendum).
4. Call the Housing Coordinator to request consolidation with an assigned new roommate. Unless otherwise agreed, the student with fewer academic credits will be the student expected to move to the other student’s room. The Housing Coordinator will notify each student of his/her consolidation partner, and the deadlines for moving.

Questions? Contact the Department of Housing and Residential Programs in Harbold Hall at 717-872-3162, by Fax at 717-871-2358, or visit our web page at www.millersville.edu/housing.

PART II: Terms and Conditions of the 2014-2015 Agreement for the Department of Housing and Residential Programs

A. Introduction. This agreement sets forth specific rights and obligations related to student residence at Millersville University. Student and Millersville University recognize and agree that housing and residence life is one aspect of a larger set of relationships between student and University. Student agrees to abide by all University policies, regulations, and administrative requirements, as a condition of retaining the right to reside on campus. The University reserves the right, through appropriate authorities, to change its policies as necessary to achieve University goals.

B. Eligibility. This Agreement grants a license for secondary temporary use of campus residence facilities and services by a student in connection with pursuit of a university
education and confers no residence rights on any person who is not a student in good standing at Millersville University. The Agreement obligates the student to pay full housing charges for the academic year or for the remainder of the academic year if the Agreement is entered into after the start of the fall semester unless Agreement is cancelled in accordance with paragraph V. Only students registered for classes at Millersville University are eligible to obtain the license conferred by the Agreement.

C. **Applicability.** The requirements of this Agreement apply to all students; regardless of the type of housing services supplied (quad room, triple room, double room or single room).

D. **Duration of Agreement.** This Agreement becomes effective after signing by the student and written acceptance of the student into University housing by Millersville University, and is for two academic semesters (Fall 2014 and Spring 2015) and expires at 12:00 p.m. (noon) on the day following the student’s last final exam for Spring 2015 (except as outlined in paragraph V.). Student agrees to pay $50.00 for each day or part of day in residence beyond the date (see paragraph U.).

E. **Entire Agreement Modification.** Only terms and conditions set forth in this Agreement shall constitute the agreement between Millersville University and the student with respect to residential services. This Agreement may not be modified except in writing by the Director of Housing and Residential Programs.

F. **Period of Occupancy.** Millersville University will provide campus housing for the 2014-2015 academic year (or the balance thereof) to the student, whose signature appears on the Housing Agreement, beginning on Saturday, August 23, 2014 at 9:00 a.m. The period of occupancy ends at 12:00 p.m. (noon) on the day following the last day of the student’s final exam schedule for the Spring semester (and no later than 6:00 p.m. on Friday May 15, 2015). Students participating in Commencement on Saturday, May 16, 2015 may make special arrangements to remain in housing after 12:00 (noon) on Saturday, May 16, 2015. Students remaining in residence for Commencement must vacate by 6:00 p.m. on Saturday, May 16, 2015. All residence halls close for Fall Break, Thanksgiving, Winter Session, and Spring Break. Housing is not offered for students attending winter session classes.

Students participating in December Commencement (Sunday, December 14, 2014) may make special arrangements to remain in housing until 6:00 p.m. on Sunday, December 14, 2014.

All dates listed within this Agreement are applicable to the 2014-2015 academic calendar as approved by the Executive Staff of the University. If the academic year is revised after this printing, the Director of Housing and Residential Programs may adjust the dates of occupancy and will communicate any changes by written addendum.

G. **Assignment Control; Overbooking.** The University agrees to provide residential living service in University housing, but not a particular room, and the University reserves the exclusive right to determine the particular space to which the student is assigned. A student is not permitted to assign or exchange space assignment given by the University, nor to assign any other right created by this Agreement to any other person or organization. To avoid vacancies resulting from late cancellation of Housing Agreements by students, the University reserves the right to offer agreements for housing with a slightly larger number of
students than it has regular housing spaces available. Such overbooking may require that one extra student will be assigned to a room not normally intended for occupancy by the extra student (triple room); or that residence hall rooms intended for other purposes, such as study rooms, will be converted for use as sleeping rooms; or that students may be temporarily placed in a Resident Assistant (student staff) unit. These assignments are intended to be temporary; the University will reassign the extra students to regular housing assignments as vacancies occur due to normal attrition. The student understands and specifically agrees that the University may, in its sole discretion, make such arrangements for a period not to exceed one semester and that such housing arrangements fulfill the University’s obligation to provide housing under this agreement.

H. Maintaining Eligibility. Student’s residence rights under this Agreement may be lost due to failure to meet academic requirements, the imposition of disciplinary sanctions, or cancellation of the Agreement by the University after the student’s breach of the Agreement.

If a student is academically suspended, his/her housing agreement is immediately cancelled. If the suspended student submits an academically based appeal to the Academic Standards Committee in care of the Registrar’s Office; (within eight working days of the date of the notice of dismissal) and the appeal is granted by the Academic Standards Committee, the student is then eligible for University housing.

No refund of housing charges (including deposit) will be made to students suspended or dismissed for disciplinary action or breach of this Agreement (see paragraph W.).

However, in all events, the University reserves the right to exclude immediately, without prior notice, any student whose behavior presents a substantial risk to the safety or health of self or other students, or whose behavior presents a reasonable likelihood of imminent substantial disruption of normal residence activities.

I. Housing Deposit and Payment of Housing Charges. A non-refundable housing deposit is required with each Housing Agreement submitted (see Section V for New Admits). Payment of housing charges may be made in one of two ways.

1. Single Payment. The student agrees to pay all semester charges for residential services when billed. Fall semester bills are normally electronically sent in July with a due date in August. Spring semester bills are normally mailed in November with a due date in December.

2. Installment Plans. The student may contact the Bursar’s Office to inquire about available payment plan options.

Checks should be made payable to Millersville University.

Note: Financial Aid, if any, will be applied toward the student’s account balance including residence charges.

SEMESTER HOUSING FEES
(Subject to change for 2014-2015)
The housing deposit is applied towards room only (see paragraph 1).

The 2013 - 2014 housing rates are listed for comparison purposes only. PLEASE NOTE THAT THESE RATES ARE SUBJECT TO CHANGE PRIOR TO THE 2014-2015 ACADEMIC YEAR.

Rates cited are for FALL 2013/SPRING 2014 (To be used for comparison only)

Double Room: Hull, Bard, Diehm, Gaige, Gilbert, Hull $2689.00
Double Room with Bathroom: Gaige $2958.00
Single/Single Room: Bard, Diehm, Gilbert, Harbold, Hull $3496.00
Single/Double Room: Bard, Diehm, Gaige, Gilbert, Harbold, Hull, $4034.00
Shenks Hall “A” suite - single $4046.00
Shenks Hall “B” suite – single $4046.00
Shenks Hall “B” suite – double $3721.00
Shenks Hall “C” suite – double $3528.00
Shenks Hall “D” suite – double $3721.00
Reighard Hall “C” suite - double $3528.00
Reighard Hall University suite – double $3754.00
Reighard Hall Presidential suite – double $4107.00

Rates for Suite Quad Suites @ MU have been set for the 2014-2015 academic year.

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Double occupancy semi suite</td>
<td>(four person suite)</td>
<td>$3900.00</td>
</tr>
<tr>
<td>Single occupancy semi suite</td>
<td>(two person suite)</td>
<td>$4400.00</td>
</tr>
<tr>
<td>Double occupancy full suite</td>
<td>(four person suite)</td>
<td>$4400.00</td>
</tr>
</tbody>
</table>

Please Note: A limited number of single rooms exist. Single occupancy in double rooms will not be offered in advance. If space becomes available once the semester begins or during the consolidation process, single occupancy in a double room will be offered on an academic credit priority basis. The student must sign a single/double agreement addendum.

J. Limitation on University Liability. Millersville University shall have no responsibility for loss of or damage to student’s personal property anywhere in the residential facilities, whether by fire, theft, or otherwise, or for direct or consequential damages arising from loss
of, or any interruption of, any utility service provided by Millersville University or any other person or organization in connection with residence services. Student assumes all risk of all such loss. Insurance against such loss is student’s responsibility; parent’s homeowner’s policy may provide coverage. A supplemental renter’s insurance policy is strongly recommended.

K. Room Entry by University Officials. Student agrees that University officials may enter the student’s room during the period of occupancy in accordance with the University’s Administrative Room Entry and Search Procedure.

Administrative Room Entry and Search Policy

Millersville University is committed to the protection of students’ right to privacy within the confines of their assigned residence hall rooms. This right to privacy is balanced by a responsibility to protect the health and safety of the University community. The University also has an obligation to protect its property, service functions, and educational mission from damage or disruption caused by violations of University regulations or local, state or federal law.

The purpose of this policy is to inform resident students and University staff of the limitations upon authority of University employees to enter residence hall rooms under the control of Millersville University during the period of occupancy by students.

University staff members shall normally enter a residence hall room within the following conditions:

(a) Under exigent conditions that pose a serious threat to the safety or well-being of persons or property. The same procedure is prescribed if the danger involves assault or other acts constituting possible jeopardy to person(s) or property. Others (staff or students) may be asked to assist in entering a residence hall room in an emergency situation, which threatens immediate harm to the safety of the individuals.

(b) To eliminate disturbing noise emanating from inside a residence hall room, e.g., alarm clocks, stereos left on in a room with no residents present. The staff members may enter the room, disable the device, and immediately leave.

(c) To perform routine maintenance, complete repairs, or to conduct regular room inspections. Room inspections are generally for assessing compliance with fire safety regulations, damage, health conditions, maintenance needs, and cleanliness. Such inspections may be conducted only after the University has posted a notice indicating the purpose of the inspection and stating the inspection will take place no sooner than 24 and no later than 72 hours after the notice is posted. Residents need not be present during the room inspection. A work order request made by a student constitutes consent to enter the room.

(d) With the permission of an assigned resident. The student’s consent must be freely given and must not be based on coercion or threats by the University, and must not be occasioned by a student’s fear of reprisal for failure to give consent. The intrusion by the employee must be limited to the scope of the consent given by the student; for example, if the student consents to entry by the employee, the employee is not entitled to search student’s belongings without obtaining further consent to do so. Any student who is a resident of the room may consent to entry of the authorized University employee and to the search of that student’s personal belongings. However, no student may consent to the search of another student’s personal belongings.
(e) The Vice President for Student Affairs will issue an administrative search warrant if there is reasonable cause to conclude that a search of a particular student residence will produce evidence of a crime, or a violation of University regulations, or evidence of the identity of a person participating in such a crime or violation, and that it is in the best interest of the University and its students to conduct such a search. The issuance of an administrative search warrant is typically based on probable cause. Probable or reasonable cause is less than certainty and more than mere suspicion that the search of a particular dwelling will disclose specific evidence. Once the administrative warrant has been granted only a full-time professional staff member will conduct the search.

(f) Where federal, state, or local enforcement officers, including Millersville campus police, are involved in an investigation of possible violation of state or federal law, any search of a student residence hall room shall be conducted only by such law enforcement officers and only in accord with legal standards applicable to police searches.

(g) Staff members may confiscate and document items that constitute violations of law or University rules, regulations, and policies. These items must be in plain, unobstructed view of the staff member (unless the resident gave consent of a search). Confiscated items not in violation of local, state, and federal laws will be returned to the owner when appropriate. Items such as firearms, combustibles, or explosives will be confiscated and turned over to Millersville University Police. Subsequently, the student may be referred for judicial and/or legal action.

L. Events Constituting Breach of Agreement by Student. Student specifically understands and agrees that any of the following constitutes a breach of this Agreement:

1. Unauthorized possession of firearms anywhere on the campus of Millersville University.
2. Intentionally setting fire; intentionally causing any false fire alarms; vandalizing or tampering with any fire alarm or fire protection equipment; violating requirements limiting use of electrical equipment.
3. Abusing or misusing elevator equipment.
4. Intentionally throwing or dropping objects from windows in any residence hall.
5. Unlawful possession or use of any drug or controlled substance.
6. Failing to maintain enrollment status at Millersville University throughout the period of occupancy.
7. Failing to pay housing charges when they are due.
8. Failing to claim room by 5:00 p.m. on the first official day of classes (fall and spring semesters). A student who fails to claim his/her room as required forfeits the housing deposit (see paragraph V.).
9. Failing to complete the prescribed check-in procedure (i.e. picking up key, signing key card).
10. Possessing or storing ammunition, gasoline, kerosene, similar combustible materials, or any explosives anywhere in the residential area.
11. Repeatedly disturbing normal housing activities, repeatedly damaging housing facilities, or repeatedly interfering with other students’ quiet enjoyment of housing facilities.
12. Keeping any animals (other than fish in a properly maintained aquarium or leader dogs for the visually impaired) in University housing facilities.
13. Permitting regular use by others of space assigned to student, by assignment or otherwise or permitting residency by persons not authorized by the University.
14. Using space for any purpose that interferes with the rights of students to normal residence hall activities such as study and sleep.
15. Failing to comply with policies regarding use of alcohol, room keys, lofts, noise, guests, and University ID’s. Each of these policies is described in the *Living On Campus* Handbook, which is issued to each student at the time of check-in.

16. Violating the Student Code of Conduct.

17. Violating state, federal, or local law.

**M. Effect of Breach.** The occurrence of any breach listed in paragraph L (above) may result in cancellation of this Agreement.

No refund of housing charges (including deposit) will be made to students suspended or dismissed for disciplinary action or breach of Agreement (see paragraph V.). Except as provided in paragraph H., the University will notify student of breach and student will then have 48 hours after notice to appear before the Director of Housing and Residential Programs or his/her designee to present any evidence student deems appropriate. The Director of Housing and Residential Programs or designee will make a determination as to whether the Agreement is terminated by the breach and announce that decision to student. A student desiring to appeal the determination must file a written notice of appeal within 48 hours with the Office of the Vice President for Student Affairs.

In addition to the remedies for breach of Agreement provided here, any breach, which also constitutes a violation of University discipline rules or of state or federal criminal laws, may also be referred for University disciplinary action and criminal prosecution.

**N. Policies.** Student agrees to abide by the policies found in detail in *Living On Campus* handbook, (the Housing and Residential Programs student handbook) available upon check-in. Failure to comply may result in cancellation of Agreement and/or disciplinary action. Student specifically agrees that all provisions of the *Living On Campus* handbook, all provisions and policies of the Department of Housing and Residential Programs, all University regulations, including the Student Code of Conduct, and all State, Federal, and local laws are binding upon student under this agreement.

**O. Housekeeping.** Student agrees to provide normal housekeeping and to use reasonable care in the use of common facilities and all furnishings. All housing furnishings are to be left in their designated locations. It is the expectation that students residing in rooms with private bathrooms (Shenks, Reighard, South Quad Suites @MU, and traditional hall rooms with private bathrooms) are expected to maintain a reasonably clean suite and a charge may be assessed for excessive uncleanliness.

**P. Damages.** Student agrees to pay costs of repair for damage (normal wear and tear excepted) to the assigned room.

**Q. Common Damages.** Housing and Residential Programs reserve the right to assess damages to the community of residents for damages that occur in the common area. Please contact the Housing and Residential Programs Office for a complete copy of the common damage policy.

**R. Condition of Room.** Student agrees to leave room in clean, orderly condition when occupancy ends, or to pay costs incurred by Millersville University in cleaning the room.
S. **Return of Room Key.** Student agrees to surrender room key(s) on or before the last day of occupancy. Failure to do so will result in appropriate charge for a recore of the lock(s).

T. **Vacating Room After Cancellation.** Once a written request for termination of the Agreement has been made and approved to the Department of Housing and Residential Programs, the student must complete checking out and vacate the residential facility within 24 hours of the date indicated on cancellation/request for termination.

U. **Late Check-Outs and Abandoned Property.** Students will be assessed a $50 per day charge beyond the period of occupancy as stated in paragraphs D and F. Because of the time constraints necessary to prepare for future housing obligations, late checkouts are not allowed. If a student does not vacate the space assigned by the University at the conclusion of the period specified in this Agreement, or if the student does not remove all items of personal property from such space before the conclusion of the period, then the University may remove all property brought into the space by the student or any person admitted to the space by the student and restore the space. Any property removed by the University may be stored or delivered to the student or treated as abandoned property and disposed of accordingly. The University shall not be liable for any damage to or loss of such property that occurs during the course of removal, storage, delivery, or disposal. The student shall pay to the University all costs incurred by the University in effecting such removal, storage, delivery, or disposal, and in restoring the space. In addition, unless the student’s failure to vacate and restore the space is due to an ‘Act of God,’ national emergency, riot, or governmental directive to the University, the student shall be liable to the University for any loss suffered by the University if another student who has the right to use the space is materially delayed or impaired in his/her access or use by the student’s failure to vacate and remove personal property from the space.

V. **Refund of Housing Charges and Room Deposit.** Student agrees to pay, when due, the full amount of housing charges in connection with this agreement whether or not housing services are used, except as specifically provided in this section. Housing Agreements at Millersville University are for the entire academic year (Fall and Spring semesters).

The student’s housing deposit is for both the Fall and Spring semester. The housing deposit will be credited to the student’s Spring semester housing bill. Students seeking an exception to be released from their housing agreement for reasons other than Graduation, Study Abroad, Student Teaching or Commuting must submit their request following the on-line waiver process to the Office of Housing and Residential Programs. Students will be notified in a timely manner whether their exception has been approved. If a student’s exception has been approved, the student may forfeit their housing deposit.

**NEW ADMITS AND RETURNING STUDENTS**

Total cost for the period of occupancy as outlined in paragraph F. to student, including deposit, will be limited to total cost of semester housing. Students who are permitted or required to withdraw from the academic program of the University for documented academic or medical reasons will receive a prorated refund of housing charges based on time in residence before the withdrawal.
1. If, during the time of the Agreement, student loses the right to live in University housing by reason of disciplinary action or breach of this Agreement, no refund of housing charges for the current semester will be made.

2. **Appeal Procedures.** A student may request a review of decisions relating to refunds of housing fees at: Refund and Appeals, c/o Department of Housing and Residential Programs, Millersville University, P.O. Box 1002, Millersville, PA 17551-0302.

**W. Agreement Cancellation by Student.** No agreement cancellation by student is effective unless it meets the requirements of paragraph V. Financial obligation is determined according to dates specified in paragraph V.