

PART I: *General Information*

Millersville University provides available housing accommodations to eligible students regardless of race, age, religion, sexual orientation, national origin or physical disability. Wheelchair housing is available, as detailed below.

The Contract for the Department of Housing and Residential Programs (hereinafter the “Contract”) sets forth rights and responsibilities of the student and Millersville University in connection with residential services. The Contract for the 2009-2010 academic year (fall and spring semesters) is between Millersville University and the student whose signature appears on the Housing Contract Card (which covers Parts I and II of the Housing Contract). 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. 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.

The 60-credit on-campus requirement will only be waived for properties operated by Student Lodging, Inc. (Shenks Hall, Reighard Hall, Brookwood and Healthy Lifestyle Apartments).

Students will not be released from their academic year housing contract unless one of the criteria is met. These criteria are:

1. Commuting from the students’ home of record
2. Withdrawing from Millersville University
3. Approved leave of absence
4. Student teaching
5. Study abroad

Students may also commute from their home address of record, if it is within 40 miles of Millersville University. Students must complete a Request to Change to Commuter Status form in the Department of Housing and Residential Programs and receive approval from the Director of Housing and Residential Programs to be eligible for commuter status.

(See Part II – Section D.)

Exceptions need to be requested in writing.

Roommate Requests – Insofar as possible and as space permits, every 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 (on the Housing Contract Card), before they can be honored.* Efforts are made to match

roommates according to the preferences listed on the Housing Contract Card; however, we cannot guarantee such preferences. The University will not accommodate roommate requests based upon race, age, religion, sexual orientation, national origin, or physical disability.

Late Application and Waiting List – In the case of late applications, it may be necessary for the University to make a temporary housing assignment until a permanent assignment becomes available. Off-campus students, who apply for housing after all available spaces have been filled, will be placed on a waiting list according to the date request was received by the Department of Housing and Residential Programs.

Physically Disabled Students – The University has housing facilities for disabled students. In order to be assigned to a space for disabled students, documentation regarding the disability and special need(s) in accommodations must be submitted to the Student Support Services Office. Documentation to the Learning Services Office must be completed when the Housing Contract Card is submitted and no later than June 1, 2009, for the fall semester and December 1, 2009 for the Spring Semester.

The availability of housing for the spring semester for disabled students will depend on whether or not cancellations for such units are received, and *cannot be guaranteed*. Documentation must be completed with the Learning Services Office.

The University does not provide personal attendant care or personally or individually prescribed devices for students with 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 are to begin.

Consolidation – The consolidation policy is intended to allow students who are interested in having a single/double room (single/double rooms will only be available when space allows) obtain one, to make the best use of residential space, and to be fair to students who have already paid for single/double rooms. We therefore require that any student identified as living alone in a double room (whether because the roommate canceled, did not show up, or moved to another room) take one of the following actions:

1. Move in with another student living alone in a double room.
2. Get another student to move into your room.
3. Sign a single/double contract 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 contract addendum). Students wishing a single/double room will be moved to a vacant room.
4. Call the Housing Coordinator to request consolidation with an assigned new roommate. The student with fewer academic credits will be the student expected to move to the other student's room. The Housing Coordinator will

then notify each student of his/her consolidated partner, which of them is expected to move, and by when the move must be completed. The Housing Coordinator will notify students when they must decide on one of the above options. Students will be given ample time to make a decision regarding their housing accommodations.

Questions – Should you have further questions concerning housing at Millersville University, 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 2009-2010 Contract for the Department of Housing and Residential Programs*

- A. Introduction.** This contract 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 maximize achievement of University goals.
- B. Eligibility.** This Contract 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 Contract obligates the student to pay full housing charges for the academic year or for the remainder of the academic year if the Contract is entered into after the start of the fall semester unless Contract is cancelled in accordance with paragraph V. Only those students registered for classes at Millersville University are eligible to obtain the license conferred by the Contract.
- C. Applicability.** The requirements of this Contract apply to all students; regardless of the type of housing services supplied (double room or single room).
- D. Duration of Contract.** This Contract 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 2009 and Spring 2010) and expires at 12:00 p.m. (noon) on the day following the student's last final exam for Spring 2010 (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 Contract shall constitute the agreement between Millersville University and the student with

respect to residential services. This Contract 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 2009-2010 academic year (or the balance thereof) to the student, whose signature appears on the Housing Contract Card, beginning on Saturday, August 29, 2009 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 7:00 p.m. on Friday May 7, 2010). Students participating in Commencement on Saturday, May 8, 2010 may make special arrangements to remain in housing after 12:00 (noon) on Saturday, May 8, 2010. Students remaining in residence for Commencement must vacate by 6:00 p.m. on Saturday, May 8, 2010. All residence halls close for Fall Break, Thanksgiving, Winter Session, and Spring Break.

Students participating in December Commencement (Sunday, December 20, 2009) may make special arrangements to remain in housing until 6:00 p.m. on Sunday, December 20, 2009.

All dates listed within this Contract are applicable to the 2009-2010 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's agreement is 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 Contract to any other person or organization. To avoid vacancies resulting from late cancellation of Housing Contracts by students, the University reserves the right to contract 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 accommodations under this agreement.*

H. Maintaining Eligibility. Student's residence rights under this Contract may be lost due to failure to meet academic requirements, the imposition of disciplinary

sanctions, or cancellation of the Contract by the University after the student's breach of contract.

If a student is academically suspended, his/her housing contract is immediately canceled. 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, he/she is once again 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 Contract (see paragraph W.). *However, in all events, the University reserves the right to exclude immediately, without prior notice, any student whose continued residence presents a substantial risk to the safety or health of self or other students, or presents a reasonable likelihood of imminent substantial disruption of normal residence activities.*

I. Housing Deposit and Payment of Housing Charges. A non-refundable deposit of \$125 is required with each Housing Contract Card 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 mailed 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 contacts the Bursar's Office to apply for Millersville University Installment Payment Plan (MIPP). Payment options include paying twelve (12) monthly payments beginning May 1 for the fall/spring option or six (6) monthly payments beginning in November for the spring term only.

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 2009-2010)

The \$125 housing deposit (see paragraph I.) is applied towards room only.

The 2008-2009 housing rates are listed for comparison purposes only. PLEASE NOTE THAT THESE RATES ARE SUBJECT TO CHANGE PRIOR TO THE 2009-2010 ACADEMIC YEAR.

Fall 2008/Spring 2009 (To be used for comparison only)

Double Room Burrowes	\$2,046.00
Double Room In Renovated Residence Hall Bard, Diehm, Gaige, Gilbert, Harbold, Hobbs, Hull, Lenhardt	\$2,174.00
Double Room With Bathroom Burrowes	\$2,335.60
Double Room With Bathroom In Renovated Residence Hall Lenhardt, Gaige (Room 115)	\$2,500.10
Single/Single Room In Renovated Residence Hall Bard, Diehm, Gilbert, Harbold, Hobbs, Hull	\$2,717.50
Single/Single Room With Bathroom In Renovated Residence Hall "72" Rooms in Gaige	\$2,800.00
Single/Double Room With Air-Conditioning Burrowes	\$3,069.00
Single/Double Room In Renovated Residence Hall Bard, Diehm, Gaige, Gilbert, Harbold, Hobbs, Hull, Lenhardt	\$3,261.50

Please Note: A limited number of single rooms exist. Freshmen are not likely to be assigned to these rooms. Single occupancy in double rooms will not be offered in advance. If space becomes available once the semester begins, single occupancy in a double room will be offered on an academic credit priority basis. The student must sign a single/double contract 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 criminal 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 an emergency situation requiring room entry, which threatens immediate harm to the safety of the individuals.
- (b) To eliminate disturbing noise emanating from an electronic device (e.g. alarm clocks, stereos) in a room with no occupants 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 the 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) Upon the issuance of an administrative search warrant. The Vice President for Student Affairs will issue an administrative search warrant if he/she believes 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 of private residences.
- (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 Contract by Student. Student specifically understands and agrees that any of the following constitutes a breach of this Contract:

1. Possessing 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. Possession or use of any 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 semester). A student who fails to claim his/her room as required forfeits the \$125 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 Contract.

No refund of housing charges (including deposit) will be made to students suspended or dismissed for disciplinary action or breach of Contract (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 Contract 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 Contract 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 Contract 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 contract.

- 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.
- 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 Contract has been made and approved to the Department of Housing and Residential Programs, the student must complete checking out of his/her space 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 check-outs are not allowed

If a student does not vacate the space assigned by the University at the conclusion of the period specified in this Contract, 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 Contracts at Millersville University are for the entire academic year (fall and spring semesters).

The student's \$125 deposit is for both the fall and spring semester. The \$125 deposit will be credited to the student's spring housing bill. If a student does not plan to live on campus for the spring semester, they must submit in writing to the Director of Housing and Residential Programs their desire to terminate their Housing Contract by **Friday, October 23, 2009**. (See Part I, Residency Requirements). If the student is allowed to terminate their Housing Contract for the reasons of graduation, Study Abroad, Student Teaching, or commuting and have met the October 23, 2009 deadline, the \$125 deposit will be refunded to the student. Students seeking an exception to be released from their housing contract for reasons other than graduation, Study Abroad, Student Teaching or commuting must submit their request in writing to the Director 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 \$125 housing deposit.

The following applies only to new admit students for the fall semester:

Eligibility for refunds requires cancellations to be made in writing to the Admissions Office prior to the dates listed below:

Cancellation Date	Effect of Cancellation
By 5:00 p.m. on May 16, 2009	A partial refund of \$50 is made if notification is received in writing to the Admissions Office.
By 5:00 p.m. on July 1, 2009	A partial refund of \$25 is made if notification is received in writing to the Admissions Office.
After July 1, 2009	No refund is granted.

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 prorata refund of housing charges based on time in residence before the withdrawal.

1. If, during the time of the Contract, student loses the right to live in University housing by reason of disciplinary action, or breach of this Contract, 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 through the Refund and Appeals Committee, c/o Department of Housing and Residential Programs, Millersville University, P.O. Box 1002, Millersville, PA 17551-0302.

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