# WAGNER COLLEGE

# OFFICE OF RESIDENTIAL EDUCATION

## **INTRODUCTION:**

This contract serves as an agreement for the 2023-2024 academic year.

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#### **Applicant Acknowledgment**

- FOR UNDERGRADUATES: I understand that by choosing to live in Wagner College Housing at any point, I am required to live in Wagner College Housing for at least three years during my time of full-time enrollment at the college.
- FOR GRADUATE STUDENTS: I understand that this agreement is a year to year agreement. I may apply for release at the end of my first agreement. Should I break mid-year, I will be required to follow the resident to non-resident process.
- For undergraduates and graduates: I understand that my contract breaks, with no penalty, upon graduation.
- For undergraduates and graduates: I understand that my contract breaks if I am taking no classes during the semester.
- For undergraduates and graduates: I understand that should I be employed at the college full-time, I do not qualify for housing (unless working for Residential Education).
- I understand that if at any point within the three year Wagner College housing commitment I want
  to reside off campus, I need to complete appropriate paperwork and gain approval from the Office
  of Residential Education. I understand that failure to gain approval will result in my being charged
  the total amount for housing.
- I understand that a release from housing is not guaranteed and additional fees may apply.
- I understand that I am required to participate in the Office of Residential Education housing selection process during the assigned time period. If I fail to participate or assign a proxy in the housing selection process, The Office of Residential Education will assign me to a room without the benefit of my input.
- If my housing assignment and roommate are being selected by the Office of Residential Education, I understand that my listed preferences are only used as a guide during the housing selection and assignment processes.
- I have reviewed the Office of Residential Education Housing Agreement. I understand that I am
  responsible for abiding by the terms outlined in the agreement, as well as in the Student
  Handbook, the Community Standards of Conduct, and/or any additional policies and procedures
  publicized by the College or the Office of Residential Education.
- I understand that my room and board will be placed on my bill with my tuition. I will not make payments, in any kind, to the Office of Residential Education directly. All room and board related charges will be paid to the Office of the Bursar, or said designee.
  - Additional billing or charges will also be placed on the account.
- I understand the Office of Residential Education has the right to terminate this agreement at any time.

#### Eligibility

- To be eligible for College housing, the student must be enrolled as a full-time student as
  determined by College Registrar requirements for undergraduate students and graduate
  students.
  - Students who are enrolled at the college in a part-time capacity can seek approval to live on campus at the discretion of the Director of Residential Education.
    - Approval is contingent on the progression of the student to degree completion, conduct records, and consultation with representatives from Financial Aid, Bursar, and the Registrar's offices.
- Undergraduate and graduate students who are not registered for at least 4 units (or the
  equivalent) by the time the Add/Drop period ends may be withdrawn from any previous housing
  assignment or wait list, unless arrangements have been made with the Office of Residential
  Education. Students should seek approval from the Director or, said designee.
- In order to retain housing for the semester, students should be registered for academic course work in order to confirm their housing.
  - o For the Fall term, students must be registered for coursework by July 1.
  - For the Spring term, students must be registered for coursework by January 5.
- Students must be cleared through the Office of Health & Wellness with all immunizations and paperwork prior to move-in.
  - Students will be expected to comply with all guidance set forth by Health and Wellness, in accordance with local, state and federal guidelines (e.g. CDC).
- Students who request housing after the published deadline (March 15 for returning students; July 15 for new students/transfers) will be placed on a non-guaranteed housing waitlist and may not learn the status of their housing request until the end of summer.
- Commuter students and students who have completed the resident to non-resident process that
  request housing will be placed on a non-guaranteed housing waitlist and may not learn the status
  of their housing request until the end of the summer.
- To secure housing, all returning students must complete the online housing application prior to the published Housing Application deadlines, and incoming first year students must adhere to deadlines set and communicated by the Office of Admissions.
- Health insurance is required for every Wagner College student. A student must enroll in a College
  health policy if they do not have their own. A student may not be allowed to move into their
  housing assignment until all paperwork has been completed with the Wagner College Center for
  Health and Wellness.

#### **Housing Deposit**

- A non-refundable \$500.00 deposit is required to be paid prior to the acceptance of the Contract when first enrolling at the institution.
- Housing Fees: In consideration of the use of the Unit for the Term, Student agrees to pay the Unit fees published by the College. Payment or payment arrangements must be completed 30 days prior to possession of a Unit is granted and to retain the guarantee of Unit selection or placement on a waiting list.

The housing deposit is non-refundable unless canceled prior to the dates listed below.

For new residential students enrolling for the Fall term: Should the Student wish to cancel this Contract prior to the Fall semester, the Student may do so by contacting the Office of Residential Education, in writing, prior to June 15th. Should the request to terminate the contract prior to arrival, in writing, by June 15th, the housing deposit will be applied toward any charges remaining on the Student's account or, should no charges remain, the housing deposit will be refunded to the Student after the add/drop period of the upcoming academic year. Should the request to terminate the contract arrive, in writing, after June 15th, the housing deposit will be forfeited.

Other considerations regarding the housing contract:

- Students who are moving directly to a graduate program after completing their undergraduate
  program will not have to pay a new housing deposit. Should the student depart the college
  after completion of a degree for one semester, or longer, and then return, the housing deposit
  is required when enrolling.
- Students who take an approved leave from the college, including study abroad, will not be subject to a housing deposit.
- Graduate Assistants who receive a housing stipend are personally responsible for the housing deposit.
- Students who are initially commuter students and then choose to be residential students will be subjected to the housing deposit.

#### **Contractual Information**

 Students continuing as full-time Wagner College students will only be released from the housing agreement under extenuating circumstances.

- Students who wish to be released from the housing agreement must complete a "Resident to Non-Resident" request form and provide supporting documentation.
- A release from this agreement is not guaranteed, and if not granted, the student retains
  responsibility for all terms and conditions in this agreement. This can include a \$1,000 breakage
  fee for those breaking a contract without a significant status change.
  - Students should not select housing for the following academic year in the event they are not planning to return. The \$1,000 breakage fee may apply.
  - Please be aware that if you are approved to no longer reside on campus, your financial aid status may be impacted. If you receive a grant/scholarship from Wagner, it may be reduced because you are no longer residing on campus.
  - Students looking to use financial aid packages to assist in covering off-campus living expenses, must consult with the Office of Financial Aid to be properly advised.
- Unless otherwise noted, the terms and conditions of this agreement are applicable to both undergraduate and graduate students.
- This agreement addresses policies and procedures to acquire campus housing but does not guarantee any specific room assignment. Student room assignments may be provided and subsequently changed pending the availability of rooms, spaces and needs of the college.
- Students may be released from the housing agreement if they are no longer attending Wagner College. However, they may be charged for their housing and meal plan. This schedule follows the college's refund schedule as directed by the Office of the Bursar.
  - Should a student live on campus and withdraw, the housing refund will apply to the entirety of their residential stay as determined by the Office of Residential Education.
- Under no circumstance does the Office of Residential Education advise students on their financial aid package.
- A student who is unable to be housed by the College will not be subject to this agreement as
  determined by a medical housing accommodation recommendation.
- Room and board charges are to be paid in advance and in accordance with the schedule of payments established by the College. The housing refund policy is in accordance with federal guidelines, and can be found in the Wagner College Undergraduate Bulletin.
- All residential students must choose a meal plan. All meal plans cost is set prior to the start of the academic year. All options cost the same.
  - Option 1: 19 meals a week with \$75.00 flexi dollars per semester.
  - Option 2: 14 meals a week with \$150.00 flexi dollars per semester.
  - Option 3: 10 meals a week with \$450.00 flexi dollars per semester.
- All residential students are required to have a meal plan.
- Meal plan changes must be made during a designated period at the start of each semester.

- Physician Assistant students in year 3-5 will receive meal plans outside of the term according to their differentiated schedule.
- Should a student want to be removed from the meal plan, they will need to demonstrate through the accommodations process that their dietary needs cannot be met.
  - A 1-1 meeting with the Associate Dean of Disability Services or said designee is required.
  - o A 1-1 meeting with the Executive Chef of Dining Services or said designee is required.

#### **Inclusive Dates**

- The agreement provides room and board for the undergraduate Fall and Spring semesters. A full
  academic course schedule is published from the Registrar's Office. Subsequent changes or
  amendments as approved by the College and the Faculty will be announced to the students via
  email.
- The agreement dates are based on student status. The dates are articulated as follows:
  - o Fall 2023
    - Opening (e.g. Move-in)
      - For New Students attending Orientation: Move-In is August 24, 2023.
      - For Returning Students: Move-In is August 27, 2023.
    - Closing (e.g. Move-out)
      - All students are expected to depart the residence halls 24 hours after their final exam OR by December 14 by 10am (whichever comes first).
  - o Spring 2024
    - Opening (e.g. Move-in)
      - For New Students attending Orientation: Move-In is January 25, 2024.
      - For Returning Students living in Harborview Hall: Move-In is January 26, 2024 & January 27, 2024.
      - For Returning Students: Move-In is January 28, 2024.
    - Closing (e.g. Move-out)
      - For students who are not participating in Commencement exercises, they should depart the residence halls 24 hours after their final exam or by May 16, 2024 at 10am.
      - For students who are participating in Commencement exercises, they should depart the residence halls by 7pm on May 17, 2024.
  - Winter Housing
    - Students who choose to remain on campus from December 14, 2023 through January 28, 2024 will be expected to register with the Office of Residential Education. A weekly winter housing fee may be assessed.
      - This agreement does not cover Winter Housing costs.

- Summer Housing
  - Students interested in summer housing will go through an additional process.
    This agreement does not cover summer.
- Please note, if you are approved to reside on campus during winter break, you may need to move
  to a temporary Winter Session housing assignment and be charged accordingly. However, a
  student may sign up to stay on-campus during extended break periods. Additionally, dining
  options, guest privileges, and campus resources may be severely limited during such periods.
- Meal plans will begin with dinner on the first official day of residence hall opening for fall semester. Students approved for early arrivals must make other arrangements for meals. Housing concludes 24 hours after a student's last final exam or by noon on the day following the last day of finals, whichever comes first. Meals conclude after breakfast on the day following the last day of finals.

#### **Excluded Dates, Procedures & Rates**

- Any student authorized to arrive early and not sponsored by a specific Wagner College department or event will be charged \$100 per day or the weekly summer housing rate per week.
- Students must adhere to early arrival policy and deadlines for requests, including all policies related to health and wellness.
- Final approval for early arrivals is solely based on the discretion of the Office of Residential Education.
- Early arrival fees are not negotiable or appealable.
- A student who desires to remain in housing during the Winter Session must follow the procedures
  outlined by the Office of Residential Education. Any student authorized to remain in housing
  between the fall and spring semester but is not sponsored by a specific Wagner College
  department or event will be charged \$100 per day or \$290 per week for a double room, \$390 for a
  single room.
  - All weekly fees are subject to change.
- The regular board meal plan is not available during excluded dates. The College dining services
  may offer a break or summer meal plan for purchase and may also operate on a cash-only basis
  during the excluded dates.
- Students planning to stay for excluded contractual dates may be required to sign additional terms and conditions of housing.
- Approval for housing outside of the contractual dates are based on the discretion of the Office of Residential Education.

## **Room Assignments**

- A student new to the College will be assigned a space by the Office of Residential Education.
- A student who is returning to the College will be eligible to participate in the housing selection process if they are enrolled for the term in the agreement.
- A student who does not select a housing assignment will be assigned a space by the Office of Residential Education without the benefit of their input.
- Housing placement for graduate students will be at the discretion of the Office of Residential Education.
- Participating in housing selection is contingent on completion of the Housing Application found on the web-based eRezLife system, which contains the Housing Application Form and Housing Agreement.
- Students seeking to participate in Greek housing selection may submit preference forms.
   However, final placement decisions are decided by Residential Education.
- If a Housing Application is not received, Residential Education will assign students to open spaces that are available after housing selection.
- Students can request specific housing accommodations based on a medical condition(s) through the Medical Housing Accommodation Request process, which is outlined on the Disability Services website.
- Students will be asked to submit a request and provide supporting documentation from a healthcare professional.
- Requests for specialized housing accommodation that do not follow this process cannot be considered.
- Single rooms are first assigned to students who are recommended for medical singles by the
  Medical Housing Accommodation committee. Students wishing to request a single room for
  non-medical reasons will be placed on a wait list. If any single rooms are available after the
  Medical Housing Accommodation Committee has made its recommendations, they will be offered
  to students from the waitlist.
  - Single rooms come with an additional charge of \$1,500 per semester.
- The student must reside in the assigned space and must follow the established procedures for requesting a different room assignment if necessary. A student who relocates without proper authorization will be required to move back to the original assignment, may be charged with a violation of College policy, may be fined \$200, and may be billed for costs associated with the unauthorized move (key change, room cleaning fees, etc.).
- In all cases, the final determination of room assignments rests with the Director of Residential Education or said designee. Wagner College reserves the right to change a student's housing assignment at any point, if deemed necessary.

- If a vacancy occurs in the student's room, another student will be assigned as needed. The original occupant does not have the right to refuse a roommate. When possible, advance notice may be given. The original occupant is required to maintain the space as designed until a new roommate is assigned (i.e., a double room must remain set as a double room).
- Students can choose to buyout the room, pending availability for an additional \$2,000 per semester. Should a student (a) refuse a roommate/suitemate or (b) be found using a double as a single, they may be required to buyout the room.
- The Office of Residential Education has the final discretion of buyouts and single rooms.

#### **Room Responsibilities**

- The College provides furniture for each student, including a single bed and mattress, desk, desk chair, chest of drawers, and closet/wardrobe. Suites are provided with additional furniture.
- Students are responsible for all College property and furniture that is originally placed in a room.
   College furniture may not be modified or removed from the student's room at any time. Students will be charged to replace or repair any missing or damaged furniture.
- The College prohibits items that may present a health or safety hazard. A listing of prohibited items may be found on the Office of Residential Education website or in the Wagner College Student Handbook. This list is not exhaustive.
- Wagner College is not responsible for lost, stolen, or damaged personal property. The student is strongly advised to insure her/his belongings under an individual policy or under a parent/guardian's homeowner's insurance.
- Each room is inspected by College staff prior to the student's arrival. Any pre-existing problems or damage is noted on a room condition report. Each student is responsible for inspecting and signing this room condition report. Any updates or amendments to the room condition report must be made within 48 hours of a student's initial check-in. After 48 hours, the conditions marked on the report will be final and used to assess any possible check-out charges.
- Each room is inspected by College staff upon a student's departure from a room. Any non-original damage will be charged to the student(s) assigned to the room.
- All students are responsible for common area damage, vandalism, or other charges assessed on their assigned floor, tower, or building.
- Students will be informed of damage billing and appeal opportunities to their Wagner.edu email account. Timeline will be articulated to students via email.
- Students who do not submit an appeal during the articulated date range will not be able to appeal the charges.
- Community bills are not appealable.
- The College reserves the right to enter a student's housing assignment at any time. Generally, College staff will only enter for routine or emergency maintenance, requested repairs, health and

safety inspections, when there is evidence or suspicion of activities that violate the College's Community Standards of Conduct, or when there is evidence/concern for the health, safety, and welfare of the student.

#### Other Considerations

- All students are responsible for knowing and observing the rules and regulations of Wagner
  College and the Office of Residential Education, including those listed in the Student Handbook,
  the Community Standards of Conduct, and any publications made available by the Office of
  Residential Education.
- During the academic year, information distributed to students to their campus mailbox, to the student's place of residence, through a student-provided telephone or cell phone number, and/or to the College-assigned e-mail address is assumed to have been received. Official information may also be posted on the College website.
- Air conditioning is only provided in Harborview Hall and Foundation Hall. A/C units are not provided, for any reason, in Towers Hall or Guild Hall.
- Students residing in Guild Hall and Foundation Hall are expected to provide their own toilet tissues and cleaning supplies for their private bathrooms.
- All College housing is smoke-free. This includes e-cigarettes, vape pens, and other devices that
  produce vapor or smoke. Students will not be permitted to smoke in any public or private area of
  the building. Students will only be permitted to smoke in designated areas outside the building
  beyond 50 feet.
- Harborview Hall has substance-free living floors. Within this environment, students are not
  permitted to use, possess, or be found under the influence of any substance, regardless of age or
  legal standing. Students living in this environment are required to live substance-free. Students
  found in possession or under the influence of substances may be subject to disciplinary action.
- Outside furniture is not permitted in the residence halls unless approved by the Director of Facilities and Director of Residential Education, or said designee. This includes small organizational systems and metal shelving units.
- The College reserves the right to remove students from the residence halls and terminate this contract at any time if a student's conduct is deemed disruptive or poses a danger to the community, or when a student is no longer eligible for on-campus housing. Additionally, the College reserves the right to remove resident students when a student's physical or emotional health and behaviors place unmanageable risks on the individual or the College which will be determined by the College's student conduct process. In cases of suspension from housing or suspension or expulsion from the College, no refund on room and board is given.

- The College may terminate this agreement without notice, in the event of an emergency which
  would make continued operation for student housing impossible. If such an event occurs, unused
  room and board payments would be refunded.
- New Residential Students who break the contract prior to August 1 will be released without charge. Students who break the contract, but are continuing their relationship with the college, will not receive their housing deposit back.
- Current/Returning Residential Students who apply and are released from the 3 year residency
  requirement may be charged a \$1000.00 breakage fee (e.g. the housing deposit). Should a
  student's housing deposit not suffice the charge, a charge for the remaining amount will be put on
  the student's account. Final decisions about the residency requirement can be found on the
  Residential Education website.
- The college provides no refunds for housing. This includes, but is not limited to dissatisfaction, relocations due to facilities concerns, and/or roommate conflicts.
  - The only refunds are for students who depart housing reflected based on the college's refund calendar set forth by the Bursar.
  - o In the event the college is unable to provide the student housing and must close the residence halls, a housing and meal credit may be placed on the student's account.
- Students in residence may be expected to relocate from residential assignments due to various items determined by the College, including but not limited to construction project progression.
- The final interpretation of any policy or statement made in this agreement remains at the sole discretion of the College.

Special Notice To Students Regarding Potential Impact Of The COVID-19/SARS-CoV-2 Pandemic And Related Matters.

The COVID-19/SARS-CoV-2 pandemic continues to create risks and uncertainties associated with, among other things, occupancy of college group housing facilities. As of the date of this agreement, the potential continuing impacts of the pandemic are not fully foreseeable, and the parties acknowledge that the pandemic may impact the feasibility and conditions of occupancy of Wagner College on-campus residential facilities during some or all of the term of this Agreement. Accordingly, the Student acknowledges and agrees as follows:

(a) The College may establish conditions, policies, rules and regulations for occupancy of its facilities to account for actual or potential impacts of the COVID-19/SARS-CoV-2 pandemic, including but not limited to requirements for social distancing, the wearing of face coverings, sanitation, and/or health screenings as a condition for initial or continued occupancy. The Student agrees to comply with, and acknowledges that occupancy of the College's residential facilities and the Student's assigned room is contingent upon fulfillment of, any and all such lawful conditions, policies, rules and regulations.

- (b) The College reserves the right to require the student to temporarily relocate to other housing facilities in the event that the College determines such action to be necessary or advisable in the event of a positive COVID-19 test or suspected exposure of the student or any other person, or otherwise in connection with the COVID-19/SARS-CoV-2 pandemic. These facilities may be located on campus or at an offsite location of the College's choosing. Such relocation shall not entitle the student to a refund or result in an abatement of housing charges.
- (c) Except as provided in the preceding paragraph, if the College is required to close its residential facilities and/or if students are required to vacate the premises by federal, state or local governmental authorities or applicable law, or if the College determines such action to be warranted, in light of continuing or potential impacts of the COVID-19/SARS-CoV-2 pandemic, the College will refund to the student a pro rata portion of the housing charges attributable to the period during which such action becomes necessary. The amount of any such refund will be based upon the portion of such period during which the student was no longer permitted to occupy his/her/their assigned Unit. The College's calculation of the amount of a refund pursuant to this paragraph shall be binding absent manifest error. If the student elects to vacate his/her/their assigned unit based on concerns related to COVID-19/SARS-CoV-2 in the absence of such a mandated departure, refunds, if any, will be determined in accordance with the otherwise applicable terms of this agreement.
- (d) The Student acknowledges that notwithstanding precautions undertaken by the College, presence on campus and/or occupancy of on-campus residential or other facilities or premises carries inherently elevated risks of contracting communicable diseases such as COVID-19, that some of these risks may not presently be known, and that the risks may be even higher for certain populations. The Student represents that he/she/they has/have reviewed applicable guidance published by the College and/or applicable public health authorities with respect to the impacts of COVID-19/SARS-CoV-2, will continue to review any such guidance as it is issued, and have evaluated (and will evaluate) this information with the benefit of such medical advice as Student has deemed (or will deem) necessary. By electing to be present on campus and/or occupy College residential and/or other facilities or premises during time in residence, the Student acknowledges that this action is a result of his/her/their voluntary decision, based on evaluation of the circumstances and with knowledge of the attendant risks and consideration of the possibility of unknown risks, that the benefits of doing so outweigh the risks of doing so, and that the Student is therefore willing to assume such risks (both known and unknown).
- (e) In the event of any conflict between this section and other provisions of this Agreement, this section shall control.

#### FINAL ACKNOWLEDGEMENT

I understand that I am committing to the housing agreement for the 2023-2024 academic year. I understand I will need to sign an additional agreement for the Winter 2023/24 session, if applicable, and the Summer 2024. If I remain a full-time Wagner College student, I will be charged for campus housing each semester, even if I do not continue to occupy my assigned housing space. The fee for campus housing for the 22-23 academic year is \$4,517 per semester for a double room and single room; \$6,517 for a double as a single room. Meal plan rates are \$3,123. Rates are subject to a 2-4% increase each year. For published rates, please check here.

If I am under the age of 18, I confirm that my parent or guardian has viewed and agreed to this statement and the information provided.