

# MCKENDREE UNIVERSITY

# HOUSING AND MEAL PLAN CONTRACT

Academic Year 2026-2027

This document and those referred to within it constitute the terms and conditions of the McKendree University Housing and Meal Plan Contract. It is a legal and binding agreement with McKendree University. Failure to read this agreement, the information provided on the Residence Life section of the McKendree University website, or other distributed materials do not excuse a student from complying with the terms, conditions, rules, policies, and procedures contained therein.

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# 1. Billing and Payments

## Housing and Meal Plan Payments

The student is legally responsible for payment of the housing and meal plan rates established and published by the McKendree University website (<https://www.mckendree.edu/offices/financial-aid/total-cost.php>).

Any housing and meal plan refunds based on cancellation will be prorated based on the Tuition Refund Schedule. Relocations can result in changes to housing and meal plan costs due to varying rates. Housing will be calculated on a daily rate for room changes. Meal plan charges are based on weekly usage. Meal plan charges and refunds due to relocation will be prorated based on the billing date that occurs after the students have checked out; the student will be charged for a full week of meals, not a partial week.

## Damages

Students will be billed for damage to their assigned space. Damages are often assessed by the Physical Plant. Charges will be applied to the student's McKendree student account. Students will have 30 days from the date of notification to file an appeal. A list of common fines or fees can be found on The Office of Residence Life's website (<https://www.mckendree.edu/student-life/res-life/life/charges.php>). Furthermore, while the Office of Residence Life often facilitates the process of applying charges, the amounts are often assessed/ determined by the Physical Plant.

Where two or more residents occupy the same space and responsibility for damage or loss in the space cannot be discerned by the Office of Residence Life, the cost of damage or loss will be divided and assessed equally among all the residents of the space when the damage was noted.

Charges for damage done in common areas may be prorated among all students on a floor or in a building unless the person(s) responsible are identified.

Keys and IDs issued by the institution are the property of the University. Should the student fail to return or damage their key(s) or ID(s), they will be assessed a fee for replacement.

## Appealing Charges

Appeals must be sent through a McKendree email within 30 days of the date the charge was applied. It is the responsibility of students themselves to appeal charges; charges often cannot be discussed with guardians/parents due to FERPA regulations. Appeals may be sent via McKendree email to the Office of Residence Life and must include the following information:

- 1) name and student ID number;
- 2) building and room number;
- 3) damage, fine, or fee being appealed (amount and descriptions);
- 4) specific reasons why the student is appealing the charges; and
- 5) contact information where the Office of Residence Life can reach the student to discuss the appeal/charges.

For students appealing based on their belief that another individual is responsible for the damage without evidence of responsibility, the Office of Residence Life must receive written communication from that alleged individual taking responsibility for the damage before the charges will be reassigned from the original students' accounts.

## **Unpaid Balances**

All institutional fees, including those for housing and the meal plans, and all loans, fines, damage assessments, and other charges must be paid on time. If all financial obligations are not met on time, administrative sanctions may be imposed. Sanctions may include the withholding of academic registration, diplomas, permission to attend class, loss of current and/or future housing and meal plan privileges, and interest charges. Failure to make payment as prescribed does not relieve the student of accumulated fees.

In the event of any default, the student will be obligated to pay all collection costs and attorney fees incurred by McKendree University in the collection of these charges.

## **2. Scope of the Contract**

To provide reasonably priced student housing, there must be a consistent occupancy level in our residential facilities. To that end:

1. All full-time (12+ credit hours) undergraduate students are required to live in University Housing.
2. University housing is not guaranteed for graduate students or part-time undergraduate students and is dependent on availability.
3. University housing is not guaranteed for family units (e.g. spouses or dependents). Undergraduate students with family units should submit an Application to Waive the Residency Requirement if interested.

McKendree University Student Housing (housing) refers to all University-managed residential properties that are overseen by the Office of Residence Life, regardless of ownership. This currently includes Baker Hall, Barnett Hall, Hunter Street Apartments, McKendree West Apartments, Residence Hall East, Residence Hall West, Summerfield Suites, and Walton Hall, but could also include additional properties purchased or leased by the institution between the renewal dates of this document.

Changes or exceptions may not be made to the terms and conditions of this contract without the agreement and written permission of the Assistant Vice President of Student Affairs.

## **3. Duration of the Contract**

This contract is for the entire 2026-2027 Academic Year, which includes: Fall 2026, Spring 2027, and Summer 2027 semesters.

1. Fall occupancy period will be from 8:00 am on August 21, 2026, to 12:00 pm on December 11, 2026.
2. Winter Break housing is available at an additional cost between the fall and spring semesters.
3. Spring occupancy periods will be from 2:00 pm on January 8, 2027, to 5:00 pm on May 7, 2027.
4. Summer Break housing is available at an additional cost between the spring and the fall semester of the next academic year.

This contract will not be canceled unless the student falls outside of the scope of the contract or their request for an exemption (See Section 6) is approved. Any student who remains enrolled but 1) does not check-in or 2) leaves their housing assignment during the contract period without being released from this agreement will be charged the full rate for the housing area where they are assigned.

## 4. Occupancy Policies

### Requirements to Receive an Assignment

Housing Fee - An initial \$200 Housing Fee (part of the \$400 tuition and housing deposit for all residents) is required to access the Housing Application (See <https://www.mckendree.edu/admission/info/undergraduate/final-steps.php>) and before a housing assignment is released to a student. This Housing Fee is a one-time, non-refundable fee and is in addition to regular housing costs.

Students who are found to have been assigned and granted housing without paying the Housing Fee will be notified by the Office of Residence Life, and the fee will be added to their bill as a charge.

Medical History & Immunization Record - Receipt of the Confidential Medical History & Immunization Record by the Office of Health Services is necessary. This record, required by the state of Illinois (77 Ill. Adm. Code 694), must be completed and submitted to the Office of Health Services before the student is permitted to attend classes or move into the residence halls. This form is currently available on the ResLife Portal.

Credit Hour Requirements - It is a requirement that all residents maintain a full-time academic load: 12+ for an undergraduate student and 9+ for a graduate student. Returning students must be registered prior to selecting housing. New students must be registered prior to completing the check-in process. A student who is not registered full-time for classes by the priority deadline, OR who drops their classes after the priority deadline for the given semester, may be removed from their housing assignment. If the student re-registers at a later date, their previous housing assignment is not guaranteed to be available, and the student will be assigned on a rolling basis so long as all other requirements are met and space is available.

All students, regardless of their achieved credit hours, can reside in Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, Summerfield Suites, and Walton Hall. Students must have at least one semester of college experience to reside in the Hunter Street Apartments and McKendree West Apartments.

### Move-In Procedures

Specific move-in instructions are provided to students via email and posted on the Residence Life website.

A student must claim their assignment before 5:00 PM on the first day of classes for any given semester. A student claims their room by checking in with a Residence Life staff member in person OR by notifying the Office of Residence Life that their arrival will be delayed. A student who does not claim their assigned room by 5:00 PM on the first day of classes can be considered a no-show. If the student is still enrolled in classes full-time, their housing costs will not be removed. The student's requested housing assignment may be changed, and their reassignment will be based on housing availability.

Room Condition Report – Upon receiving access to their space, each resident is responsible for reviewing and completing their Room Condition Report within 72 hours, or they may incur a fee.

Early Arrivals - Students are not permitted to enter their housing assignment before their designated move-in dates, except when approved by the Office of Residence Life for the below-listed instances:

1. Students required to be on campus for athletics
2. Students required to be on campus for early start courses

3. Students required to be on campus for sanctioned University activities (orientation, international travel, etc.)

Students requesting early arrival for reasons other than those listed above must receive prior approval from the Assistant Director of Student Life. Students who move into their housing assignment before their designated move-in date without approval will be charged a daily early arrival fee.

### **Move-Out Procedures**

The student agrees to follow procedures established for checking out of their room upon completion or cancellation of their contract. These procedures will be shared by the Office of Residence Life at the end of the semester. Failure to check out as described will result in a improper check-out fee as well as a daily extended stay rate.

Mid-Semester: Students checking out will receive a notification of the checkout procedures, most likely via email.

End of Semester: All students are required to remove their belongings and vacate their rooms by the end of the contracted period or within 24 hours after completing their last in-person final exam for the semester, whichever occurs first, unless prior approval for an extension has been granted.

- An exception applies to students who are both academically registered and confirmed for housing for the upcoming spring semester; these students may leave their belongings in their assigned rooms during the winter break unless notified otherwise.

Extended Stay - Students are not permitted to remain in their housing assignment after their designated checkout date, except when approved by the Office of Residence Life for the following instances:

1. Students required to be on campus for athletics
2. Students required to be on campus for late-running courses
3. Students required to be on campus for sanctioned University activities

Students requesting an extended stay for reasons other than those listed above must receive prior approval from the Assistant Director of Student Life. Any student who remains in their housing assignment beyond the designated checkout date without approval will be charged a daily extended stay fee.

Abandoned Property - Any property left in the space or in common interior or exterior areas following the

1. cancellation of this contract by the University;
2. the student's separation or departure from the University; or
3. the date the student should officially check out of their assignment at the end of the contracted period,

regardless of intent and regardless of duration, shall be deemed abandoned, and the University may move, remove, or dispose of such property at the residents' expense. A fee will be assessed and billed to the resident for any incurred labor, storage, or disposal costs. These expenses will be charged to the student's account.

### **Occupancy During Break Periods**

Thanksgiving and Spring Break - Students are not required to stay during these time periods but may leave personal belongings in their rooms. Dining services are typically closed during these breaks.

Winter Break - Students who wish to stay during the Winter Break must submit the Winter Stay Request Application by the designated date to the Office of Residence Life and be approved to have access to their residential area during this time. Students approved to stay will see a daily rate applied to their student account. Please see the Office of Residence Life website for additional information.

Summer Break - Students who wish to stay during the Summer Break must apply to stay in summer housing by submitting the Summer Housing Application to the Office of Residence Life by the designated date. Students approved to stay in summer housing must move in and out of their designated assignment by the pre-determined dates set by the Office of Residence Life. See the Office of Residence Life section of the McKendree Website for additional information.

## 5. Room Assignments

### Types of Assignments

1. Shared/Double Occupancy: These rooms accommodate multiple occupancy levels (two, three, four, or six residents per unit), with two students sharing a bedroom space.
2. Individual/Single Occupancy: These rooms also accommodate multiple occupancy levels (one, two, three, or four residents per unit), but each student has their own bedroom space. While there may be multiple residents in the suite or apartment, each student in this type of assignment has an individual bedroom.
  - a. A limited number of individual/single rooms are available and will be assigned to students with approved medical accommodations first. Any remaining individual/single rooms will be made available to the general student population after medical accommodation placements are finalized in July for the Fall Semester and December for the Spring Semester.
  - b. Students can express their interest in an individual/single room by placing their name on a Waiting List in their ResLife Portal. These waiting lists open after the student has selected a housing assignment for the term.
3. Medical Accommodations: A limited number of assignments are reserved for students with unique circumstances requiring housing adjustments due to medical reasons. Students seeking accommodation for medical reasons should contact the Office of Accessibility Services and are strongly encouraged to complete this process before registering for housing.
4. Exceeded Occupancy: If housing demand exceeds capacity, the University reserves the right to assign a limited number of temporary housing placements on campus.

### Determining Housing Assignments

Student housing assignments are made pursuant to objective and transparent criteria and without regard to any protected characteristic as defined by the Illinois Human Rights Act (775 ILCS 5). Housing decisions are based on housing eligibility, availability, student preferences, and institutional criteria and exclude race, color, religion, sex, sexual orientation, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, or any other classification protected by state or federal law. The institution is committed to ensuring fairness and equal opportunity in housing assignments for all students.

Incoming students, including both first-year and transfer students, are allowed to select housing. The housing selection process prioritizes applicants based on the date their housing application is received. In essence, the earlier the submission, the higher the priority for selecting preferred housing options. This

ensures a fair and organized process, especially when housing availability is limited. Students are able to select housing options with a preferred roommate based on roommate preferences, personality, interests, hobbies, and behavior information. Academically registered incoming students who fail to complete the Application to Waive the Residency Requirement will be automatically assigned by the Office of Residence Life after the deadline for the application passes.

Returning students are also given the opportunity to select housing during the Housing Renewal Process. An outline of this process will be provided to students by the Office of Residence Life in the Spring semester. Academically registered returning students who fail to renew their housing will be automatically assigned by the Office of Residence Life after the deadline for the Application to Waive the Residency Requirement passes.

Students are not guaranteed a specific room, particular room type, residential area, or roommate(s).

A student may not sub-lease or rent their assigned room, nor may they permit another person to share or utilize their room assignment who is not assigned to the space.

### **Changes to Assignments**

Students may obtain permission to change rooms or buildings during posted room change periods. The student agrees to have prior written approval from the Office of Residence Life before making a room change and to follow the room change procedures established and provided. Unauthorized moves will result in a fee and/or disciplinary action. The University reserves the right to modify room assignments: 1) for disciplinary reasons or unresolvable roommate incompatibility, 2) health or safety reasons, 3) to protect or repair University property, 4) to meet the needs of the University community, or 5) consolidation due to vacancy.

Vacancy Consolidation - The Office of Residence Life will address under-occupancy by presenting students with one or more of the following options: 1) move into another room with a chosen roommate 2) have a chosen roommate move in with the student, 3) accept a new placement made by the Office of Residence Life, or 4) receive new roommate(s) chosen by the Office of Residence Life. If a student refuses to accept a roommate as part of consolidation due to vacancy, then the Office of Residence Life reserves the right to assign a roommate.

Students assigned to the same housing assignment as Residence Life staff for any buildings on campus may be subject to relocation to a new assignment as space becomes available.

## **6. Contract Cancellation**

### **Cancellation by the Student**

The only reasons that a housing contract can be canceled after published deadlines for the next academic year/semester are for the following University-approved reasons: Approved Residency Waiver, transferring, withdrawing, and graduating.

To cancel the contract without penalty and receive a full refund, the student must notify the Office of Residence Life that one of the conditions above exists before the start of the term. The Office of Residence Life will verify the student's reason with the appropriate University department. All other withdrawals will be given a partial refund as described in Section 1 under Housing and Meal Plan Payments.



Residency Waiver - Students wishing to live off-campus must submit an Application to Waive the Residency Requirement for consideration by the Office of Residence Life. To be eligible for a waiver, the student must, at the beginning of the term for which the application is being submitted, meet one of the following criteria:

1. Commute from the permanent residence of a parent or legal guardian that is within a 50-mile radius of the University;
2. Be 21 years of age or older **and** hold junior class status (60+ credit hours);
3. Be 22 years of age or older;
4. Hold senior class status (90+ credit hours);
5. Be married;
6. Have custodial care for a dependent;
7. Be a veteran with at least two years of active military service;
8. Study Abroad, Taking all online courses/switching to a McKendree Worldwide student; and/or
9. Participate in any of the following that occurs outside a 50-mile radius: a full-time internship, a required clinical, an approved co-op, or student teaching.

A student can receive an approved residency waiver due to a medical concern. This exemption is a separate process that is **not** overseen by the Office of Residence Life. Additional information can be found on the Office of Accessibility Service's website.

Waiver applications and required documentation can be found on the Res Life Portal and must be received by the Office of Residence Life on or before July 1 for the following Fall Semester or January 1 for the following Spring Semester.

The Office of Residence Life reserves the right to 1) deny eligible waivers if they are submitted after the deadlines listed and 2) approve ineligible waivers for other extenuating circumstances.

The student can appeal a denied Application to Waive the Residency Requirement and the appeal will be reviewed by the Housing Waiver Committee. Students should not consider themselves released from this contract nor the Residency Requirement policy before receiving written approval from the Office of Residence Life. Note that the medical accommodation process through the Office of Accessibility Services has no appeal process.

### **Unacceptable Contract Cancellations:**

Selecting "off-campus" on a student's FAFSA file does not constitute a cancellation of the contract.

Failure to claim or occupy an assigned room does not constitute cancellation of the contract.

The signing of an additional contract off-campus does not constitute a cancellation of the University contract.

Any occurrence that prevents the University from rendering full performance under this contract, such as war, fire, flood, or other disasters, or strike or work stoppage, whether by the University or other employees, shall not be considered grounds for cancellation of this contract by the student.

Absence with No Refund - A student who vacates their housing assignment at any time during the academic year while remaining enrolled will continue to be responsible for the payment of their housing assignment in addition to any damage caused.

### **Cancellation by the University**

For reasonable cause, the University reserves the right to 1) refuse admission or readmission of housing to a student, 2) remove a student from housing at any time, and 3) terminate the agreement. A student on academic dismissal whose contract has been terminated by the University must vacate housing within 72 hours of notification unless otherwise noted. All communication regarding a student's housing status will be communicated from the Office of Residence Life or the Office of Student Affairs.

If the arrangements assigned to the student are destroyed or otherwise rendered uninhabitable through no fault of the student, and the University cannot furnish other arrangements, the University reserves the right to, at its discretion, terminate the agreement. In such cases, the unused portion of the housing payments, less any damages for which the student is responsible and outstanding obligations of the University, will be refunded.

## **7. Meal Plans**

All McKendree University students can purchase a meal plan with flex dollars; however, meal plans are required for students living in the following residence halls: Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, Summerfield Suites, and Walton Hall.

### **Meal Plan Selection:**

Meal plan options and their rates are provided on the McKendree University website (<https://www.mckendree.edu/offices/financial-aid/total-cost.php>). Students select their meal plan on their housing application.

Meal plans may be changed through the Office of Residence Life until the due date specified on the Residence Life website; typically, this is the 2<sup>nd</sup> Friday of classes for the semester. Students will receive a full refund of the meal plan, less any charges for usage, if canceled by this date. Meal plans may not be canceled past the deadline unless the student is moving to a residential area where a meal plan is not required or as otherwise designated by the Assistant Director of Student Life.

### **Meals and Flex Dollar Usage**

Meal Plan swipes can only be used at Ames Dining Hall. Those students with a 15 or 19 meal plan can use the Meal Exchange Program in 1828 Café during the listed times on the Residence Life Website.

Flex Dollars & Bogey Bucks options can be used at 1828 Café or Ames Dining Hall.

This contract does not provide for meals during Thanksgiving, Winter, Spring, Easter, and Summer breaks. If Sodexo Dining Services is providing meal service during part of or all of a break, then students living in Baker Hall, Barnett Hall, Residence Hall East, Residence Hall West, Summerfield Suites, and Walton Hall will be assigned a plan specific to that time period and charged a daily rate. If a break-time meal plan is established, it will be reflected in all housing forms where students request to stay on campus. The information will include which meals are covered and the daily cost rate.

## 8. Responsibilities of the Student

Students are expected to:

1. reasonably maintain the space in which they live, including but not limited to cleaning, regulate use of utilities, etc. (see Addendum 1),
2. make complete payments for all institutional charges,
3. notify the Academic Records Office of any changes in addresses or contact information,
4. abide by the McKendree University's Student Handbook (located on the University website), which are incorporated by reference and made a part of this contract,
5. honor the terms and conditions stated in this contract,
6. read and act appropriately upon all communication distributed by the Office of Residence Life, and
7. protect any property brought to McKendree through homeowners' insurance or independent personal property/renters' insurance. The University does not guarantee the security of property and does not carry insurance that compensates residents for damages or losses. Four companies that specialize in student personal property insurance are:
  - GradGuard Rental and Tuition Insurance ([https://gradguard.com/?school\\_id=3988](https://gradguard.com/?school_id=3988))
  - College Student Insurance from Gallagher & Co. (<https://www.collegestudentinsurance.com/>)
  - Lemonade Inc. (<https://www.lemonade.com/renters/explained/college-student-renters-insurance/>)
  - National Student Services, Inc. (<https://www.nssi.com/>)

Students must be able to perform their own independent tasks or provide an attendant to assist themselves. They are responsible for their self-care, including appropriate personal hygiene, management of medical conditions/illnesses, and/or disability-related personal needs. Students are expected to utilize the various resources available to provide care for themselves. Students with the inability or perceived inability to care for themselves and/or who cause harm to themselves or others may be asked to adhere to an action plan and/or leave housing.

## 9. Responsibilities of the University

The University agrees to provide each resident with a bed, dresser, wardrobe/closet space, desk, and desk chair.

The University will make every reasonable effort to provide students with access to Wi-Fi, but it is not a guaranteed amenity to the student as part of this contract. Interruptions in Wi-Fi may occur on a temporary basis. McKendree's Information Technology (IT) department supplies and services internet service to all McKendree University campus locations. Support for internet or technology questions can be found on the Information Technology webpage.

The University agrees to provide reasonable amounts of heat, water, electricity, and air-conditioning. If an interruption occurs, the University agrees to restore the affected service within a reasonable amount of time once notification from the resident is received by the Physical Plant. Interruptions on a temporary basis for the reasons of maintenance, repair, or catastrophe will not be considered a breach of this contract, and the University assumes no responsibility for damages such as food spoilage.

The University agrees to provide trash removal in designated areas and to clean common hallways of the buildings, communal restroom facilities, lounges, and public areas on a regular basis.

The University is not responsible for theft, loss, or damage to personal property, money, or valuables, and encourages all students to carry appropriate insurance concerning protection against such losses.

The University will make every reasonable effort to respect the privacy of the student and give prior notice, if possible, of entry into the student's room/apartment for purposes of inspection, verification of occupancy, improvements, or repairs. However, the University reserves the right of entry without prior notice in situations where a perceived threat to the health and safety of persons or property exists and for such purposes as are reasonably necessary to preserve order and address suspected policy violations. Reference for additional information can be found under the "Entry, Search, and Seizure" section in the Student Handbook.

## **Addendum 1: Mold and Mildew Addendum**

### **Definition**

Mold consists of naturally occurring microscopic organisms, which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air, and the combination of excessive moisture and organic matter allows for mold growth. It is important to note the various types of molds. Not all, but certain types and amounts of mold can lead to adverse health effects, and/or visible residue growth ranging in color from orange to green, brown, and/or black; often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold growth.

### **Resident Responsibilities**

The resident agrees to use all air-conditioning and heating systems in a reasonable manner. The student should keep the premises properly ventilated by periodically opening windows during dry weather only, to allow the circulation of fresh air.

Resident agrees to:

1. Keep the premises clean and regularly dusted, vacuumed, and/or mopped;
2. Use hood vents when cooking;
3. Keep closet doors ajar to allow for proper circulation;
4. Avoid excessive amounts of indoor plants;
5. Use exhaust fans when bathing and showering and leave the fan on for an additional hour afterward to remove moisture;
6. Wipe down bathroom walls and fixtures both regularly and as needed;
7. Hang shower curtains within the bathtub when showering;
8. Utilize a shower curtain that contains all water to the tub area while showering;
9. Leave the bathroom and shower doors/curtains partially open after use;
10. Remove any moldy or rotting food immediately;
11. Remove garbage regularly;
12. Wipe down all visible moisture and/or spillage;
13. Wipe down windows and sills if moisture is present;
14. Periodically inspect for leaks under sinks;
15. Open blinds/curtains to allow light into premises; and
16. Close all exterior sources of air while running the Air Conditioner.

### **Reporting Issues**

Resident(s) shall report the following to the Office of Residence Life and Physical Plant:

1. Any visible or suspected mold;
2. All A/C or heating problems, leaks, moisture accumulations, and major spillage;
3. Shower/ bath/ sink/ toilet overflows or leaky faucets/plumbing;
4. Discoloration of walls, baseboards, doors, window frames, floors/carpets, and ceilings;
5. Refrigerator and air-conditioning drip pan overflow;
6. Moisture dripping from or around any vents or air-conditioner condenser lines; and
7. Loose, missing, or failing grout or caulk around tubs, showers, sinks, faucets, or countertops.

**Small Areas of Mold**

If mold has occurred in a small non-porous surface such as ceramic tile, Formica, flooring, metal, or plastic, (and the mold is not due to an ongoing leak or moisture problem), the resident must clean the areas with soap (or detergent) and a small amount of water and then let the surface dry. The resident should then (within 24 hours) apply a non-staining cleaner such as Lysol Disinfectant®, Pine-Sol Disinfectant®, Tilex Mildew Remover®, or Clorox Cleanup®.

**Violation**

The resident(s) can be held responsible for property damage to the dwelling and any health problems that may result. Noncompliance includes, but is not limited to, resident(s) failure to notify the Office of Residence Life of any mold, mildew, or moisture problems immediately.