



# DEPARTMENT OF RESIDENTIAL LIFE

## NCCU 2018-2019 Residence Hall Agreement

All information contained in this agreement is legally binding. **The student is responsible for knowing the contents of this Agreement, the Guide to Campus Living, and Community Living Standards.** The contents of this agreement and the others mentioned can be located via the following web address: [www.nccu.edu/reslife](http://www.nccu.edu/reslife).

- I. RESIDENCE HALLS COVERED BY THIS AGREEMENT:** All residence halls managed by The Department of Residential Life at North Carolina Central University are covered by this Agreement.
- II. NON-DISCRIMINATION POLICY:** In accordance with state and federal laws, basis of race, gender, religion, age, veteran status, color, disability, national origin.
- III. ACCEPTANCE OF THIS AGREEMENT:** Students will select, or receive, a housing assignment after the online Housing Application & Agreement is completed and the non-refundable Housing Administrative Fee is paid. The student's electronic signature binds the student to this Residence Hall Agreement and signifies the student has received, read and agreed to abide by all conditions, terms and policies contained in the Agreement.
- IV. LIABILITY:** Neither North Carolina Central University, nor the Department of Residential Life assume responsibility for the loss, damage or theft of personal property belonging to, or in the custody of, the student for any cause whatsoever, whether such losses occur in student rooms, public areas or elsewhere in the residence halls. **Students are encouraged to have personal property insurance.**
- V. ELIGIBILITY:** Undergraduate students must be enrolled for a minimum of twelve (12) credit hours and graduate students must be enrolled for a minimum of nine (9) credit hours at the beginning of each semester in order to qualify for on campus housing. Students who fall below the required minimum hours will need to submit an email to The Department of Residential Life at [residential\\_life@nccu.edu](mailto:residential_life@nccu.edu). Additionally, students residing on campus must remain in good academic standing with North Carolina Central University. *Students who have been academically dismissed from NCCU will be required to completely move out of their on-campus residence within 24 hours of their notification of dismissal.*

**FRESHMAN LIVE-ON REQUIREMENT:** Pursuant to the NCCU On Campus Residency Requirement Policy, any Freshman who is not a Transfer and has less than thirty (30) credit hours is required to live in a University-operated residence hall. **The Guaranteed Freshman Deadline Date is June 30, 2018. Freshman that apply by June 30 will be guaranteed housing.**

**A Freshman** is any student Any student who has twenty-nine (29) or less college credit hours from North Carolina Central University and who did not complete any college credit hours after graduating from high school at a college/university other than North Carolina Central University. **A Transfer** is any student who has completed at least one hour of college credit hour after graduating from high school from a college/university other than NCCU. An exemption from the on-campus residency requirement may be granted for the following reasons:

- a. A student is twenty-one (21) years of age or older by no later than the first day of classes. (A certified copy of the student's certificate of birth must be submitted as documentation.)
- b. A student in a marriage legally recognized by the State of North Carolina. (A certified copy of the student's certificate of marriage must be submitted as documentation.)
- c. A student has custody of his/her dependent children. (A certified copy of the dependent's certificate of birth or appropriate court order must be submitted as documentation.)
- d. A student has completed at least 2 years active military service, with an honorable discharge. (Documentation must be provided to verify service and honorable discharge.)
- e. A student lives with his or her parent(s)/guardian(s) whose current permanent primary place of residence is not more than 15 miles from the main campus (1801 Fayetteville Street, Durham, NC 27707). The address of the parent(s)/guardian(s) at the time of a student's application for admission to NCCU will be considered the parent(s)/guardian(s)' primary residence.

Any request for exemption must be submitted via the online form found within the student's Housing Portal accessed through myEOL.

**Freshman who apply for housing by June 30 are guaranteed housing and are required to live in a University-operated residence hall. Freshman who apply for housing after June 30 are not guaranteed housing, but are eligible to apply for housing.**

**Transfer students are eligible to apply for housing. However, transfer students are not guaranteed housing and are not required to live in a University-operated residence hall.**

**VI. PERIOD OF AGREEMENT:** Except as noted below, the Agreement allows the student to live in the residence halls for the entire Fall 2018 and Spring 2019 semesters; or if entered after the start of the fall semester, for the remainder of the Fall 2018 and Spring 2019 semesters. Students who cancel this agreement will be assessed termination charges (refer to Termination Charges in Section XXIII). The opening and closing of the residence halls will follow the schedule published in the Academic Calendar and NCCU Class Schedules.

**NOTE:** All residence halls, except Eagle Landing Apartments, Ruffin Hall, George Street Apartments and Martha Street Apartments, will be closed during Winter Break and Spring Break. *Students will be required to leave their rooms during the break periods.*

- a. **Fall Move-In:** New students may check-in starting on the day and time published in the Academic Calendar. Continuing students may begin moving in on the day and time published in the Academic Calendar. Further move-in instructions will be communicated to students via email.
- b. **For Winter Break,** non-graduating students must leave by 10 a.m. on the day published in the Academic Calendar. Graduating students must leave by 5 p.m. on the day published in the Academic Calendar. Students may return beginning at 8:00am on the day published in the Academic Calendar.
- c. **For Spring Break,** students must leave by noon on the day published in the Academic Calendar. Students may return beginning on noon on the day published in the Academic Calendar.

- d. **For Summer Break**, Non-graduating students must leave by 10 a.m. on the day published in the Academic Calendar or 24 hours after last examination, whichever is first. Graduating students must leave by 5 p.m. on the day published in the Academic Calendar.
- e. **Transitional housing:** The residence halls, with the exception of Eagle Landing Apartments, Ruffin Hall, George Street Apartments and Martha Street Apartments will be closed during winter, spring, and summer break as scheduled by the University. Additionally, the Department of Residential Life reserves the right to refuse permission for any student to live in a university residence beyond the agreement dates, and may charge an administrative fee to any student who resides in housing prior to or after the published dates when housing is open each academic semester. Residents requesting access to their assigned space during a break period must receive prior approval from a Department of Residential Life professional staff member.

**VII. ROOM COSTS:** Students will be billed for the full semester’s room charge prior to the commencement of the Fall and Spring semesters (separately for each semester) from the Student Accounting Department. If a student changes rooms, charges will be prorated based upon the daily rate for each room. Room costs may be found via the chart below:

### NCCU RESIDENCE HALL TYPES

**Explanation of Room Types:**

**Corridor:** Single room with up to two beds and community style bathroom shared with floor

**Suite:** Single room with up to two beds, shared common area, shared bathroom with suite

**Apartment:** Single room with only one bed, shared common area, shared kitchen, and shared bathroom within apartment unless otherwise specified.

Residence Hall	Primary Student Population	Room Type
Annie Day Shepard	Special Accomodations	Single
Annie Day Shepard	Freshmen & LLC	Suite Double
Baynes	Freshmen	Corridor Double
Chidley North	Sophomore	Corridor Double
Chidley North	Sophomore	Suite Double
Eagleson	Freshmen	Corridor Double
Eagle Landing Apartments	Junior & Senior	Apartment 3 Bedroom/ 2 Bathroom
Eagle Landing Apartments	Junior & Senior	Apartment 4 Bedroom/ 2 Bathroom

George St. Suites	Junior & Senior	Suite Style
Martha St. Apartments	Junior & Senior	2 Bedroom/ 2 Bathroom
Martha St. Apartments	Junior & Senior	2 Bedroom/ 1 Bathroom
Martha St. Apartments	Junior & Senior	1 Bedroom/ 1 Bathroom
McLean	Freshmen	Corridor Double
New Res II	Freshmen & LLC	Corridor Double
New Res II	Freshmen Sophomore & LLC	Suite Double
Richmond	Freshmen Sophomore	Corridor Double
Richmond	Sophomore	Suite Double
Ruffin	Sophomore, Theme Program, & LLC	Suite Single
Ruffin	Sophomore, Theme Program, & LLC	Suite Double
Rush	Freshmen & LLC	Corridor Double

- VIII. RESIDENCE HALL ASSIGNMENT:** Standard occupancy in each room is two (2) students per room, unless the room is designated as a single room. Rooms are to be occupied only by the person(s) assigned to them by the Department of Residential Life. Room assignments are not transferable, and subletting is not permitted. Room changes are permitted only upon prior written authorization by Residential Life. If a student makes an unauthorized room change, *the student will be assessed a \$50 administrative charge.* Residential Life may require residents to move for consolidation, disciplinary action, facility failure or for other reasons, in response to unforeseen circumstances.
- IX. OVERFLOW HOUSING:** Should housing requests exceed on-campus capacity, some rooms may be temporarily designated triple occupancy or some students may be temporarily assigned to other accommodations on or near NCCU.
- X. MEAL PLANS:** Students residing in on campus housing are required to purchase a meal plan via NCCU Dining Services. Dining Services information may be found via the following web address: <https://nccudining.sodexomyway.com/>
- XI. UTILITIES:** The cost of on-campus housing includes all utilities, including laundry service, cable, wireless internet access, electricity, and water. Malfunctioning or failing utility services will not render the University, or the Department of Residential Life, liable for inconvenience to students or damage to property. Additionally, neither the University, nor the Department of Residential Life, are obligated to reduce room rents or relieve students of any obligations under this Agreement as a result of utility

malfunction or failure. Utility services may be reduced or suspended during university breaks in the interest of energy conservation and/or maintenance.

- XII. ROOM CONSOLIDATION:** In order to efficiently utilize available spaces, Residential Life reserves the right to consolidate students living alone in double occupancy spaces. Should Residential Life choose to consolidate students living in double occupancy spaces, students will be notified of their room consolidation before Thanksgiving Break of the Fall Semester, and if possible, given the following options:
- a. Find another roommate; or
  - b. Move to another space/hall.

Upon receiving notification of the room consolidation, students will be required to complete their move process before the Winter Break closing.

**NOTE: Residential Life reserves the right to move a student who does not reply to requests regarding room consolidation to another residential space, of the same or lesser cost, without input from the student.**

- XIII. REQUESTS FOR SPECIAL ACCOMMODATIONS:** Students in need of accommodations under the Americans with Disabilities Act (ADA) must first be registered with the NCCU Student Disability Services. SDS and the Department of Residential Life will then work with the student to identify reasonable accommodations. More information regarding disability services may be found via the following web link: <http://www.nccu.edu/students/student-services/disability/>
- XIV. USE OF RESIDENTIAL HALL SPACE POLICIES:** The residence halls are for the exclusive use of resident students, invited guests, and authorized University personnel. Students are responsible for upholding University and residence hall policies, and will be held responsible for the behavior of their guests. Operation of a business or fundraising in residence halls is prohibited except as allowed under the Student Affairs Solicitation rule or regulation.
- XV. RIGHT OF ENTRY:** The University reserves the right to enter student rooms for the following reasons: emergency, repair, maintenance, health and safety inspections, wellness concerns. The Department of Residential Life will notify the student if their room has been entered by a staff member.
- XVI. KEYS:** Only residents and authorized staff are permitted to have keys to university residence spaces. Any non-resident, non-student, or authorized person found having a key to a residence hall or room within a residence hall may be referred to the Student Conduct and Community Standards or NCCU Police. Keys are the property of the University and must be returned when students move out of their rooms. Keys are ONLY to be returned to the front desk of the residence hall where the student was residing. Failure to return keys will result in charges to the students to cover the replacement of keys and changing of locks (room/suite). Altering a door lock, having additional keys made, or installing locks is prohibited. A list of specific charges may be found via the web link: [www.nccu.edu/reslife](http://www.nccu.edu/reslife)

- XVII. MAINTENANCE AND HOUSEKEEPING:** Students are obligated to report any need for repairs to residence hall furnishings and equipment. Requests for repairs must be submitted via SchoolDude, which is a housing maintenance portal on My EOL. Students are expected to maintain their own rooms in an orderly, safe and sanitary condition. Students may be charged a fee if the space has to be cleaned to meet expectations.
- XVIII. DAMAGE/VANDALISM CHARGES: Vandalism is not permitted in or around residence hall areas. Unintentional damage should be reported immediately to a Residential Life staff member.** Charges for loss or damage to communications wiring, physical structure (walls, windows, doors, ceilings, floors, smoke detectors, pulling of fire alarm, etc.), furnishings or equipment in a student room or suite will be assessed to the student(s) of that room or suite. Charges for loss or damages to common area furniture, physical structure and equipment that are not able to be assessed to a particular individual, may be charged against the residential unit (floor, suite or building) where the violation occurred. Examples of such charges may include, but are not limited to, excessive cleaning of common spaces, tampering/misuse of vending machines, and tampering/misuse of fire alarm systems or fire extinguishers.
- a. **COMMUNITY SERVICE HOURS:** The Department of Residential Life, in its sole discretion, reserves the right to allow students to perform community service hours in restitution for damage or vandalism charges to residence hall areas. In such cases, one hour of community service will equal Ten Dollars (\$10) toward the damage or vandalism charge. Should the student fail to complete the community service hours by the date given to the student by Residential Life, the student's account will be billed for the full cost of repair that resulted from the student's vandalism or damage to a residence hall area.
- XIX. ROOM/Common Area Alterations:** Students are responsible for returning their furniture to the designated positions at the end of the year. Furniture is not to be removed or used in spaces other than its original location. Residents are not allowed to paint, or otherwise permanently alter, any interior or exterior area of any residence hall space.
- XX. COMMUNITY LIVING STANDARDS:** While residing on campus, students will be required to abide by the policies set forth in the Community Living Standards. It is therefore the student's responsibility to read and understand the policies in this document. Should the student have a question or concern regarding the standards, they may contact the Department of Residential Life via phone. The Community Living Standards may be accessed online via the web link: [o](#)
- XXI. TERMINATION OF AGREEMENT BY THE STUDENT:** The student may terminate this Agreement by submitting a housing cancellation request form to the Department of Residential Life office and will be assessed termination charges as outlined below (Section XXIV). This form may be accessed via the student's housing portal. Cancellations processed through other University offices are not valid. If the student has occupied the assigned room, they must follow proper check-out procedures. **Occupancy is defined by issuance of a key to the student for a specified room and does not require actual physical presence by the student and his/her possessions.** Failure to check out properly will result in an improper check-out charge. Note: The Department of Residential Life reserves the right to remove and/or dispose of any belongings left in a room after the move-out date submitted to the student.

**XXII. TERMINATION OF AGREEMENT BY THE UNIVERSITY:** Upon reasonable notice and for good cause, the University reserves the right to terminate this Agreement. Should this Agreement be terminated, the student will be required to vacate the residence hall within 24 hours unless special written permission has been obtained from the Executive Director of Residential Life or his/her designee, and full termination charges will be assessed to the student as outlined below (Section XXIV). Student obligations stated in this Agreement are a condition of occupancy and if a student does not fulfill these conditions, the University has the automatic right to re-enter and repossess the premises. The Department of Residential Life retains the right to deny on-campus housing to new students and continuing students who have been convicted of a felony, have been previously evicted from on-campus housing, or have a record with the Office of Student Conduct and Community Standards that presents an unacceptable risk to the residence hall community. If a decision is made to deny on-campus housing prior to check-in, all charges will be credited to the student's account. If a decision is made to deny housing after the student is on campus, the student will pay a daily rate for the room until they have properly checked out of the room. All other charges will be credited to the student's account.

**XXIII. TERMINATION CHARGES:** The following circumstances describe varying financial penalties levied for termination of the Agreement.

- a. **Eviction:** Students **evicted** from an NCCU residence hall, for any reason, will be responsible for payment of the entire cost associated with their room and the period of their housing agreement.
- b. **Housing Cancellation Criteria:** Students meeting the following criteria may be considered for release from their housing agreement without penalty. Note that documentation must be provided for the stated criteria, and the student will be charged the daily rate of their room for the period of occupancy before the cancellation was granted. Housing cancellation requests must be submitted online via the housing cancellation form link located at [www.nccu.edu/reslife](http://www.nccu.edu/reslife).
  - i. Student has been accepted for a Co-op that requires them to live a distance from campus that would present an unreasonable commute;
  - ii. Student has been accepted for a study abroad, domestic exchange, or international exchange program;
  - iii. Student has withdrawn from the university or has been academically dismissed from the university. (This includes newly admitted students who choose to withdraw from the university before the beginning of term);
  - iv. Student has transferred to another university;
  - v. Student has been called to military service; or
  - vi. Any other extenuating circumstances deemed reasonable solely by the Department of Residential Life
- c. **All other cancellation requests:**
  - i. **New Students:** Newly admitted students who wish to cancel their housing request may do so without penalty if they submit a housing cancellation request form before July 1<sup>st</sup>. **All cancellation requests submitted after this date will be charged a fee equal to one half semester's cost of the student's room.**
  - ii. **Continuing Students:** Students who wish to cancel their housing, and do not meet the criteria in Section XXIV(b) above, **will be charged a fee equal to one half semester's cost of the student's room.**

- XXIV. STUDENT RIGHT TO DUE PROCESS:** The student has a right to due process in regards to fees outlined in this agreement. To request an exception, the student should submit written documentation to the Department of Residential Life, Suite G6 Student Services Building, explaining the nature of and reason(s) for the request. Once the documentation is received, it will be investigated and the student will be informed of the decision in writing. Request of waivers older than one academic year will not be granted.
- XXV. ACCOUNT CHARGES:** Failure to pay charges or fees associated with room costs, damages, lockouts, lost keys, room changes, improper checkouts, etc. will result in a charge being placed on the student's university account. These charges may prevent students from registering from classes and/or graduation.
- XXVI. SEVERABILITY CLAUSE:** The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under controlling law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.
- XXVII. STATEMENT OF AGREEMENT:** By signing this document, the student acknowledges that they understand, and must remain compliant with, the policies and regulations stated in this Agreement. Failure to adhere to policies and regulations may result in disciplinary sanctioning, including eviction, and/or action taken by the Office of Student Conduct and Community Standards. Failure to comply with the written instructions from the Department of Residential Life, the Office of Student Conduct and Community Standards, or the reasonable directives of University officials acting in the performance of their duties may be deemed a violation of Residential Life rules and regulations.