Policy Number: 94

### STUDENT HOUSING

The University student housing program is based on the concept that there is a relationship between the student's living environment and the achievement of educational goals as well as the development of personal and social maturity.

Student housing consists of traditional residence halls, University Court, Greek Court, and University Apartments. Residence halls provide living accommodations for single students in a group living environment. University Court provides traditional single student living accommodations in an apartment environment. Greek Court provides single student living accommodations for members of recognized Greek Letter organizations. University Apartments provides living accommodations for married couples, graduate students, older than average students, individuals with dependent children, and domestic partners.

Occupancy in Student Housing requires concurrent enrollment in the University. An application for University housing shall be submitted to the Student Housing Office. Application for admission to the University does not constitute an application for housing. All terms concerning application fees and deposits are outlined in the Housing Contract.

#### RESIDENCE HALLS

Residence halls provide living accommodations for single students in a group living environment.

# Freshman Housing Policy

Until available residence hall space is exhausted, all University students are required to live in University residence halls. An exception to this policy will be granted to students upon proof of any one of the following circumstances.

- 1. Students who have earned thirty or more semester hours of credit after the completion of High School. Proof of credit earned will be provided through University records.
- 2. Students who have lived in University residence halls for two semesters (two summer sessions count as one semester). Proof of prior residency required.
- 3. Students who are married. Proof of marriage to be provided through a certified copy of the marriage license.
- 4. Students who are twenty-one years of age or older prior to the beginning of the semester for which enrollment is sought. Proof of age to be provided through University records or certified copy of birth certificate.

- 5. Students who live at home with their parents/legal guardian within a fifty-mile radius of Charleston. A notarized statement signed by the parents/legal guardian and student is required.
- 6. Students who, by reason of medical necessity, require special housing. For medical issues, the EIU Health Service Medical Director will need to provide the appropriate verification. For issues involving psychological needs, the Director of the Counseling Center will need to provide the appropriate verification.

# Occupancy

Terms of occupancy are outlined in the Housing Contract.

Sanctions imposed by the University for violations of the Student Conduct Code may result in expulsion from or restrictions in campus housing.

Residence halls are officially closed between semesters and during vacations lasting more than one day and during weekends that may precede or follow such closed periods without intervening days of school. Residence halls will close for a vacation or semester end four hours after the end of the last class examination. Some halls may be designated to be open during University breaks and an additional rental charge will be assessed for those requesting this service.

### **Assignment**

Residence hall assignments are granted on a priority basis. Space is assigned after the application is completed according to the date the application fee is received in the Cashier's Office. Assignments are made primarily on the basis of the date of application.

### Charges

Failure to make the payments according to the terms of the contract could result in cancellation of the contract and financial penalties as outlined in the Housing Contract.

The University reserves the right to increase residence hall charges, if necessary, during an academic year, with the understanding that at least forty-five days notice will be given.

### Refunds

Room rent is not refundable except as stated below or in the residence hall contract. A student who withdraws from the University during a semester or term will be charged room rent in accordance with the terms outlined in the Housing Contract.

Refunds may be issued under the following circumstances:

- 1. A student (a) withdraws from the University and does not return for the next semester, (b) has a student teaching assignment outside the Charleston or Mattoon School Districts, (c) graduates, or (d) is academically dismissed from the University.
  - If the student withdraws from the University and does not return for the next semester a late cancellation charge will be assessed if cancellation of the contract is received after the stated deadline for the semester or term, and if the residence halls are not filled to normal capacity (100%) on the tenth day of the semester.
- 2. A student is not admitted to the University.
- 3. A student who cancels the contract and moves from the residence hall but does not withdraw from the University shall be held responsible for the entire year's payment.
- 4. A student who is expelled from the residence hall for disciplinary reasons under the provisions of the Student Conduct Code shall be responsible for the charges as outlined in the Housing Contract.
- 5. Extraordinary circumstances outside the control of the student as deemed and approved by the Director of University Housing and Dining Services.

### **GREEK COURT**

Greek Court is available to provide single student living accommodations for members of recognized Greek Letter organizations. Application and refund terms for Greek Court follow the Residence Hall policies above. Assignments are made in conjunction with the respective Greek organization.

### **UNIVERSITY APARTMENTS**

The University Apartments are designed to provide inexpensive living facilities for students with families, individuals with dependent children, married couples, domestic partners, older than average students, and single graduate students. All occupants are subject to institutional behavioral standards as contained in the Student Conduct Code and applicable University regulations. Student occupants are responsible for the behavior of their non-student spouses, children, domestic partners, and guests.

#### Eligibility

In order to be eligible to live in University Apartments, at least one occupant must be a current student at the University. Applications from students who are single parents will be considered only if the child or children will be living with him/her in University Apartments.

- 1. Proof of eligibility must be provided as follows, prior to housing assignment:
  - a. A certified copy of the marriage license or University Domestic Partnership Agreement is required. A minister's copy or any reproduction of a marriage certificate without the appropriate seal will not be acceptable.
  - b. For a single parent a certified copy of each child's birth certificate or certified proof of legal guardianship is required.
- 2. When all eligible applicants who are married couples, individuals with dependent children, domestic partners, older than average students or single graduate students have been assigned, consideration will be given to single undergraduate students who have completed a minimum of 90 semester hours.
- 3. The Student/Primary Tenant must be enrolled for, and maintain throughout the semester, no less than 9 undergraduate hours or 6 graduate hours during each of the Fall and Spring semesters and must maintain continuous residency in the apartment. To be eligible to live in the University Apartments during the summer, the Student/Primary Tenant must either be continuously enrolled in a minimum of 9 undergraduate hours or 6 graduate hours in the Spring semester, be pre-registered for the following Fall for a minimum of 9 undergraduate hours or 6 graduate hours, and have lived in the University Apartments, or be continuously enrolled in a minimum of 3 semester hours in summer school session. If the Student/Primary Tenant drops below the semester hour requirements, all occupants may be required to move.
- 4. Domestic Partner Criteria: In order to be eligible as a Domestic Partner Agreement both individuals must agree to:
  - Be each other's sole domestic partner and intend to remain so indefinitely.
  - Not be married to anyone else or in any other domestic partnership.
  - Not be closely related by blood or marriage.
  - Be jointly responsible for each others common welfare and share financial obligations.
  - Agree that the only benefits that may be made available to a domestic partner are those controlled solely by the University and not by benefits by the State of Illinois or any third party, such as health insurance.
  - Acknowledge that they have been advised by the University to have their domestic partnership agreement reviewed by an attorney of their choosing prior to signing it.

- Both are at least eighteen (18) years old and mentally competent to consent to contract.
- Reside together in the same residence and intend to do so indefinitely.
- Understand it is their responsibility to notify the Housing and Dining office should this agreement be terminated by providing the University a completed copy of the "Termination of Domestic Partnership" form, which will be filed in the Vice President of Student Affairs office.

Joint responsibility for each other's common welfare and shared financial obligations shall be demonstrated by a Domestic Partnership Agreement filed with the Housing Office along with a copy of a domestic partner agreement filed with any other governmental agency or two of the following items listed below. Formal documentation is required. If the individuals completing the domestic partner agreement use only the proof of partnership by providing 2 of the following items, a copy of this agreement will be placed in the students file in the Housing Office and the original will be placed on file in the Vice President for Student Affairs office.

- a. Joint mortgage or lease.
- b. Designation of domestic partner as beneficiary for life insurance.
- c. Designation of domestic partner as beneficiary for retirement death benefit.
- d. Designation of domestic partner as primary beneficiary in Student/Primary Tenant's will, or of Student/Primary Tenant in domestic partner's will.
- e. Durable property and health care powers of attorney
- f. Joint ownership of motor vehicle.
- g. Joint checking account or credit account.
- h. Driver's license with the same address.
- i. Birth parents or joint legal guardian of a minor child residing with them in University Housing

# **Assignment and Financial Terms**

Assignments are made primarily on the basis of the date of application. Priority is given in the following order:

- 1. students with dependent children,
- 2. married couples/domestic partners,
- 3. single graduate students,
- 4. non-traditional students 25 years and older, and
- 5. faculty, civil service, and academic/professional staff who are full time employees of the University.

Single graduate students who wish to share an apartment with another single graduate student or a non-traditional student 25 years or older, both of whom must be of the same sex, may do so with prior approval by the Office of University Housing. These persons must be registered with the Office of University Housing.

Rental charges are made on a semester basis and are payable in advance in accordance with the Housing Contract. Rental charges are refundable in accordance with the terms outlined in the Housing Contract.

# **UNIVERSITY COURT**

University Court provides traditional single student living accommodations in an apartment environment. University Court consists of one, two and three bedroom and studio apartments. Applications must be submitted to the University Court Office. All application fees and deposits are outlined in the housing contract. Assignments are made primarily on a first come – first served basis.

Approved: President May 22, 2007

Monitor: Vice President for Student Affairs