



Come Dine With Us!

2007-2008 ISU Dining Contract Terms and Conditions and Policies

Changes from 2006-2007 highlighted in **BLUE**.

I. INTRODUCTION

- A. This document establishes the ISU Dining contract Terms and Conditions ("terms") and Policy Handbook for meal plans, dining dollars and dining facilities.
- B. This contract is a binding agreement between Iowa State University ("ISU") and the contract signatory. Along with the terms and policies in this document, all policies and regulations outlined in the Housing Contract Terms and Condition, the University Policy Manual and on the DOR and Dining Web sites are hereby incorporated into this contract and are binding on all parties. It is the resident's responsibility to become familiar with all provisions of this contract.
- C. No verbal statement by any party is considered a waiver of any term or condition, whether expressed or implied, unless made in writing by the Director of ISU Dining.

II. DINING ELIGIBILITY AND REQUIREMENTS

A. Eligibility

1. In order to be eligible to purchase a Meal Plan and/or Dining Dollar\$, individuals must be in good financial standing with ISU and must meet one of the following criteria:
 - a. In fall and spring, the individual must be enrolled as a student at ISU or enrolled in the Admissions Partnership Program, offered through ISU and several community colleges located throughout the state of Iowa. For an updated list of approved APP schools and programs of study, individuals should contact the ISU Office of Admissions at (800) 262-3810.
 - b. In summer, the individual must have an established relationship with ISU, as evidenced by course enrollment in the previous spring term, or reasonable expectation of a future relationship with ISU, as evidenced by course enrollment in the next fall term or other documentation.

B. Meal Plan Requirements

1. On-campus residents assigned to Union Drive, Richardson Court and Buchanan Hall are required to contract for either a Traditional Meal Plan or a Meal Block Plus Plan (section IV). Individuals with this requirement who do not select a meal plan at the time they submit their Housing Contract are automatically assigned the **Premium Cy Unlimited Meal Plan**.
2. On-campus residents assigned to Wallace Hall, Frederiksen Court or SUV are not required to contract for a meal plan. However, because of the variety of plans offered and the convenience and value that meal plans present, many residents still opt to purchase a plan.

C. Special Dietary Needs

1. Students with special dietary needs are not automatically released from the meal plan requirement. The menus and policies of ISU Dining meet the majority of special dietary needs and most students whose religious or lifestyle practices restrict the consumption of certain foods are able to satisfy their nutritional needs by a number of soup, entrée, and salad bar choices. The ISU Dining management staff, including a Registered Licensed Dietician, is available to work with students to meet special dietary needs. Only if these needs cannot be met will a student be released from the meal plan requirement.

III. CONTRACT TERM, RATES AND PAYMENTS

A. Contract Term

1. During the Academic Year - All Meal Plans are contracted for the entire academic year, both the fall and spring semesters. This includes Dining Dollar\$, whether purchased as part of an established plan or separately.
 - a. Unused meals from Meal Block Plus Plans expire at the end of each semester.
 - b. At the end of the fall semester any unused meals from Meal Block Plans and any unused Dining Dollars\$ roll over for use to the spring semester.
 - c. At the end of the spring semester, on the Sunday following graduation in May, all unused meals from Meal Block Plan meals and all unused Dining Dollar\$ expire.
2. During the Summer - Meal Plans can be contracted for the entire summer or for individual summer sessions. This includes Dining Dollar\$, whether purchased as part of an established plan or separately. At the end of the summer:
 - a. Unused meals from Meal Block Plus Plans expire.
 - b. Unused meals from Meal Block Plans roll over for use to the fall semester.
 - c. Unused Dining Dollar\$ roll over for use to the Fall semester.

B. Rates

1. Proposed rates for 2007-2008 are presented to the Board of Regents, State of Iowa, at their March meeting; final approval is made at the April or May meetings. Prior to final approval, residents may view the current year's rates on the ISU Dining Web site, <http://www.dining.iastate.edu>. These are for illustrative purposes only and are subject to change with Board approval. The DOR website will be updated as soon as the approved rates are available. The Board reserves the right to change the contract rates during the term of the contract by giving 30 days advance notice. If rates increase during the term of the contract, an e-mail notice will be sent to all residents informing them of the change. Residents then have 20 days from the date of this notification to cancel their contracts without loss of prepayment.

- a. **Board approval of the proposed rates does not constitute a rate change during the term of the contract.**
2. Proration - Proration of meal plan rates and Dining Dollar\$ is as follows:
 - a. Traditional Meal plans and Meal Block Plus Plans contracted after the start of the semester are prorated on a per diem basis, including Dining Dollar\$.
 - b. Meal Block Plans contracted after the start of the semester are not prorated.

C. Payments

1. All Meal Plan and Dining Dollar\$ fees are assessed through the University Bill. For convenience, billing occurs on a semester basis. All university fees are payable according to the university fee payment schedule. A variety of payment plans are available. For information on payment plan options, contact the Accounts Receivable Office at ubill@iastate.edu or (515) 294-7388.
2. Failure to pay fees does not constitute contract cancellation.

D. Delinquent Meal Plan and/or Dining Dollar\$ Payments

1. Individuals who fail to make payments in full, by the due date, are considered to be in violation of this contract, which may result in suspension of access to meal plan and Dining Dollar\$.
2. There is no refund for unused meals accumulated during the suspension period.
3. Money owed to the ISU Dining or other ISU departments will be deducted from any refund in accordance with the policy set forth by the Iowa State University Treasurer's Office.

IV. MEAL PLANS AND DINING DOLLARS

A. Available Meal Options

1. Whether individuals live on or off campus, ISU Dining provides a meal plan to suit personal needs, from traditional Cyclone meal plans to the more flexible Meal Block and Meal Block Plus plans. Dining Dollar\$ are included with most meal plans and can also be purchased individually to give plans even more flexibility. A detailed listing of available plans can be found on the ISU Dining Web site, <http://www.dining.iastate.edu>. The following are the basic plan categories:
 - a. **Traditional Meal Plans** are a combination of residential dining center meals and Dining Dollar\$ with the meals allotted on a weekly basis (Saturday – Friday). Students are not restricted to eating their meals on certain days but may only use one meal per meal period with the exception of the Premium Cy Plan. Meals not used at the end of each meal week are lost.
 - b. **Meal Block Plus Plans** offer a combination of dining center meals and Dining Dollar\$; however, the meals are allotted by semester rather than by week, offering more flexibility than the traditional meal plans. Students on Meal Block Plus plans may use their block meals any time during the semester, but may only use one meal per meal period. Meals not used at the end of each semester are lost.
 - c. **Meal Block Plans** consist of residential dining center meals only (without Dining Dollar\$) and can be purchased in advance, on Access Plus, any time throughout the year. Students on Meal Block plans may use their block meals any time during the semester and may use more than one meal per meal period. Unused meals at the end of the fall semester roll over to the spring semester. Unused meals at the end of the Spring semester are lost.
 - d. **Dining Dollar\$** are pre-paid, convenient accounts that can be used to purchase additional meals, meals not included in a meal plan contract, extra items for a sack meal and/or items in any ISU Dining retail venue.

B. Selecting Meal Plans and Adding Dining Dollar\$

1. Residential Students With Meal Plan Requirements
 - a. Residential Students are prompted to select a meal plan as part of the Housing Contract process. Any student assigned to the residence halls, except Wallace Hall, who does not select a meal plan at the time they contract for housing is automatically assigned a **Premium Cy Unlimited Meal Plan**. (Section II.B.1).
2. Students Not Required To Purchase a Meal Plan
 - a. Off-campus residents and on-campus residents assigned to Wallace Hall, Frederiksen Court or SUV are given the option of selecting a meal plan, but are not required to do so. These individuals can select a meal plan on-line using the Access Plus system. If Access Plus is down, individuals may call the DoR Administrative Services office at 515-294-2900.
3. Adding Dining Dollar\$
 - a. Any individual who purchases a Traditional Meal Plan or a Meal Block Plus Plan automatically receives an allotment of Dining Dollar\$. A detailed listing of all meal plans and associated Dining Dollar\$ can be found on the ISU Dining Web site, <http://www.dining.iastate.edu>.
 - b. Individuals who wish to purchase separate or additional Dining Dollar\$ can do so at any time during the contract period. Dining Dollar\$ can be purchased in increments of \$10 on Access Plus or by visiting the ISU Dining Administration Office in 1215 Freiley Hall. Depending upon the amount purchased, a discount of 5 – 10% may be realized.

C. Redeeming Meal Plans and Dining Dollar\$

1. All meal plans and Dining Dollar\$ purchases are accessible through an individual's photo University Identification Card (**ISUCard**). The **ISUCard** then becomes the student's meal pass. To redeem meals or Dining Dollar\$, students present their card to the attendant in any ISU Dining establishment.
2. Any individual who is denied entrance or purchase by the card reader system and who wishes further clarification should contact a dining center office or the DoR Administrative Services Office, (515) 294-2900, for more complete assistance.
3. A valid **ISUCard** must be presented for admission to the dining centers or when requested by dining service staff. An **ISUCard** or temporary meal pass is always required unless the individual elect to pay the guest meal rate in cash. Only those with a paid meal plan valid for that meal or paying guests may be in the dining room. Because food items are readily accessible, ISU Dining is unable to allow nonpaying guests into the dining room.

4. To access Dining Dollar\$, individuals must present their photo ISU Card. Temporary meal passes cannot be used for Dining Dollar\$ purchases.

D. Lost University Identification Cards

1. Meal Plans and Dining Dollar\$ represent substantial investments. Therefore, individuals should guard their **ISU Card** as carefully as they would credit cards or cash. The loss or theft of an **ISU Card** must be reported immediately to:
 - a. **ISU Card Office**, Iowa State University, Ames, IA 50011. (515) 294-2727.
2. If the **ISU Card Office** is not open, individuals can request temporary suspension of their Dining Dollar\$ account at any ISU Dining office. ISU Dining is not responsible for any fraudulent transactions or loss of Dining Dollar\$ prior to receiving notification that an **ISU Card** is lost or stolen.
3. Individuals who temporarily misplace their **ISU Card** may obtain, for \$3, nonrefundable temporary meal pass from any dining center office. This meal pass is valid for one week only and can be used only to access meals. Temporary meal passes cannot be used for Dining Dollar\$ purchases. A charge of \$20 will be assessed if the temporary card is not returned to the dining center office or if a new **ISU Card** must be purchased.
4. A found **ISU Card** may be turned in to any dining center office, Hall Director office, hall desk, or the **ISU Card Office**.

E. Inappropriate ISU Card Use

1. Meal Plans and Dining Dollar\$ are not transferable for use by another person and meals cannot be used for guests. An **ISU Card** used by someone other than its owner will be retained in the dining center office until appropriate administrative action has been taken. Any student found using a lost, borrowed, or stolen **ISU Card**, loaning an **ISU Card** to another person, or found trying to defraud the University will be charged \$25 plus the price of the meal and may be subject to disciplinary action.

V. MEAL PLAN AND DINING DOLLAR\$ CHANGES AND CANCELLATIONS

- A. All meal plans and Dining Dollar\$ are contracted for the ENTIRE academic year, both fall and spring semesters. The Meal Plan that an individual selects for the fall, unless changed or cancelled as described below, will be the same for the spring semester.

B. Academic Year Meal Plan and Dining Dollar\$ Changes

1. Pre-Meal Plan Start Date
 - a. Prior to the Meal Plan start date for the academic year, individuals may change to any plan for which they are eligible using Access Plus. Charges and credits will be updated as follows:
 - i. Prior to the issuance of Dining Dollar\$, the entire cost of the previous plan, including Dining Dollar\$, will be credited and the entire cost of the new plan, including Dining Dollar\$, will be charged.
 - ii. ***Due to Federal Banking regulations, once Dining Dollar\$ have been issued, they are not prorated and are not refundable.*** Dining Dollars for the fall semester are typically issued in late-July. Dining Dollars for the spring semester are typically issued the last class day of the fall semester.
 - iii. For Meal Plan changes made after this point, the entire cost of the meal portion of the previous plan will be credited and the entire cost of the meal portion of the new plan will be charged.
 - iv. If the Dining Dollar\$ associated with the new plan are fewer than those associated with the previous plan, the Dining Dollar\$ from the previous plan will be retained. If the Dining Dollar\$ associated with the new plan are more than those associated with the previous plan, the following will happen:
 - If the new plan is a Traditional Meal Plan, a prorated amount of Dining Dollar\$ (based upon the date of the change) will be added to the previously issued Dining Dollar\$ amount and billed to the individual.
 - If the new plan is a Meal Block Plus plan, the difference between the previously issued Dining Dollar\$ and the Dining Dollar\$ associated with the new plan will be added to the previously issued Dining Dollar\$ and billed to the individual.
 - b. Post-Meal Plan Start Date
 - i. Following the Meal Plan start date each semester, there will be a designated Meal Plan Change period. Specifically, using Access Plus, individuals may change to any plan for which they are eligible prior to the **first** Friday of the semester. Charges and credits will be updated as outlined in section V.B.1.a., except that the meal portions will be prorated and not credited or charged in full and meals eaten will be accounted for.
 - c. Following the Meal Plan Change Period
 - i. Each semester, following the end of the Meal Plan Change period, which ends on the second Friday of classes, no more changes will be permitted with the exception of the following:
 - Except as noted in V.D., meal plan changes will be permitted for on-campus individuals whose meal plan requirement changes as a result of a change in assignment. In such instances, charges and credits will be updated as outlined in section V.B.1.a. and meals eaten will be accounted for
 - Except as noted in V.D., individuals will be permitted to change their Meal Plan selection for future semesters. In such instances, charges and credits will be updated as outlined in sections V.B.1.a.

C. Academic Year Meal Plan and Dining Dollar\$ Cancellations

1. Required Meal Plan
 - a. On-campus residents of Buchanan Hall, Richardson Court and Union Drive are required to have a Meal Plan and so may cancel only if also cancelling their housing. In these instances all deadlines and penalties outlined in the Housing Contract Terms and Conditions, including the Cancellation Deadline and 80% Cancellation Penalty apply.
2. Non-Required Meal Plans
 - a. Off-campus students and on-campus residents of Frederiksen Court and Schilleter/University Villages are not required to have a meal plan. As such, these individuals may have the option of canceling their plans according to the following timeline:

- i. Pre-Meal Plan Start Date - Prior to the Meal Plan start date for the academic year, individuals may cancel their plan without penalty. Charges and credits will be updated as outlined in section V.B.1.a.
- ii. Post-Meal Plan Start Date - Following the Meal Plan start date each semester, individuals may cancel their plan during the designated Meal Plan Change period. Charges and credits will be updated as outlined in section V.B.1.a. and meals eaten will be accounted for
- iii. Following the Meal Plan Change Period - Each semester, following the end of the Meal Plan Change period, Meal Plan cancellation for that semester will no longer be permitted, except for the following:
 - On-campus residents may cancel only if also cancelling their housing. In these instances all deadlines and penalties outlined in the Housing Contract Terms and Conditions, including the Cancellation Deadline and 80% Cancellation Penalty apply.
 - Off-campus students may cancel only in the event of withdrawal, academic dismissal or documented call to active military service. In these instances, the individual will receive a refund for unused meals and Dining Dollar\$.
 - Except as noted in V.D., any individual not required to have a meal plan will be permitted to cancel their Meal Plan selection for future semesters. In such instances, charges and credits will be updated as outlined in section V.B.1.a. and meals eaten will be accounted for.

D. Move To Off-Campus Post-Meal Plan Start Date Cancellation and Change Exception

- 1. Individuals assigned to Buchanan Hall, Richardson Court or Union Drive who cancel their fall housing contracts to move to off-campus housing, including Greek, and who wish to also cancel their meal plan, will be charged an 80% cancellation penalty.
- 2. Individuals assigned to Buchanan Hall, Richardson Court or Union Drive who cancel their fall housing contracts to move to off-campus housing, including Greek, and who opt to keep their meal plans rather than pay the 80% cancellation penalty will not be permitted to cancel their spring meal plan.

E. Summer Meal Plan and Dining Dollar\$ Changes

1. Pre-Meal Plan Start Date

- a. Prior to the Meal Plan start date for the summer, individuals may change to any plan for which they are eligible using Access Plus. Charges and credits will be updated as follows:
 - i. Prior to the issuance of Dining Dollar\$, the entire cost of the previous plan, including Dining Dollar\$, will be credited and the entire cost of the new plan, including Dining Dollar\$, will be charged.
 - ii. ***Due to Federal Banking regulations, once Dining Dollar\$ have been issued, they are not prorated and are not refundable.*** Dining Dollars for the summer are typically issued in late-April.
 - iii. For Meal Plan changes made after this point, the entire cost of the meal portion of the previous plan will be credited and the entire cost of the meal portion of the new plan will be charged.
 - iv. If the Dining Dollar\$ associated with the new plan are fewer than those associated with the previous plan, the Dining Dollar\$ from the previous plan will be retained. If the Dining Dollar\$ associated with the new plan are more than those associated with the previous plan, the following will happen:
 - If the new plan is a Traditional Meal Plan, a prorated amount of Dining Dollar\$ (based upon the date of the change) will be added to the previously issued Dining Dollar\$ amount and billed to the individual.
 - If the new plan is a Meal Block Plus plan, the difference between the previously issued Dining Dollar\$ and the Dining Dollar\$ associated with the new plan will be added to the previously issued Dining Dollar\$ and billed to the individual.

2. Post-Meal Plan Start Date

- a. Following the Meal Plan start date each summer, individuals may change to any plan for which they are eligible using Access Plus. The first change during this period each semester is free of charge. All subsequent changes will incur a \$10 change fee. Charges and credits will be updated as outlined in section V.E.1.a., except that the meal portions will be prorated and not credited or charged in full and meals eaten will be accounted for.

F. Summer Meal Plan and Dining Dollar\$ Cancellations

1. Required Meal Plan

- a. On-campus residents of Buchanan Hall are required to have a Meal Plan and so may cancel only if also cancelling their housing. In these instances all deadlines and penalties outlined in the Housing Contract Terms and Conditions, including the Cancellation Deadline and 80% Cancellation Penalty apply.

2. Non-Required Meal Plans

- a. Off-campus students and on-campus residents of Frederiksen Court and Schilletter/University Villages are not required to have a meal plan. As such, these individuals may have the option of canceling their plans. Charges and credits will be updated as outlined in section V.E.1.a.

G. Absence from Campus

- 1. In the following circumstances, residents who are absent from campus in excess of seven (7) consecutive days may request a refund for meals missed.
 - a. Medical emergency – resident must provide a written statement from the treating physician
 - b. Family emergency – resident must submit a written description of the emergency for approval
 - c. Military service – resident must provide a letter from a commanding officer
 - d. University-required field trips – resident must provide a letter from the course instructor

2. There are no refunds for meals missed voluntarily and no refunds are issued for unused Dining Dollar\$ or Meal Block Plus Plan meals. Additionally, there are no refunds issued within ten business days prior to the end of any semester. All requests and documentation must be submitted, in writing, to the Department of Residence Administrative Office.

VI. ISU DINING ESTABLISHMENTS AND POLICIES

A. ISU Dining Establishments

1. ISU Dining offers several residential dining centers, c-stores, cafes, and restaurants across the ISU campus. Students, faculty, staff, and guests are all welcome at any ISU Dining establishment. The quality and variety of food choices cannot be beat! The following is a list of all available ISU Dining establishments. For a complete description and menu for any location, please visit the ISU Dining Web site: http://www.dining.iastate.edu/places_to_eat.php.
 - a. Residential Dining Centers
 - i. Conveniently located adjacent to on-campus housing location, meals served in the residential dining center offer all-you-care-to-eat options served in traditional cafeteria or exhibition cooking style atmospheres. All Meal Plans can be used for purchase in these locations, along with Dining Dollar\$ and cash.
 - Maple-Willow-Larch – MWL Commons
 - Oak-Elm – Oak-Elm Courtyard
 - Union Drive Marketplace – Union Drive Community Center
 - b. Cafés
 - i. Offering opportunities for a quick lunch or study break or a good cup of coffee, ISU Dining Cafés are located throughout the campus community in classroom and administrative office buildings as well as near the on-campus housing facilities. Individuals may use Dining Dollar\$ or cash for purchase in these locations. Some locations also offer “bundled” options that can be purchased with a Meal Plan meal.
 - Bookends Café - Library
 - Business Café – Gerdin Business Building
 - Clyde’s Sports Club – “bundled” options available – Union Drive Community Center
 - Courtyard Café – Lagomarcino Hall
 - Design Café – College of Design
 - Gentle Doctor Café – College of Veterinary Medicine
 - Hawthorn Market & Café – “bundled” options available – Frederiksen Court Community Center
 - Hub Café – The Hub (Central Campus)
 - Memorial Union Food Court – “bundled” options available – Memorial Union, ground floor
 - MU Café – Memorial Union, ground floor
 - c. C-Stores
 - i. Offering a wide selection, C-Stores allow individuals to purchase snacks, supplies and convenience items, using Dining Dollar\$ or cash, at convenient, student friendly hours.
 - Hawthorn Market & Café – Frederiksen Court Community Center
 - Maple Willow Larch – MWL Commons
 - West Side Market – Union Drive Community Center

B. ISU Dining Establishment Policies

1. Along with all of the specific policies listed in this section, all policies and regulations outlined in the University Policy Manual and on the ISU Dining Web site (www.dining.iastate.edu) are hereby incorporated into this contract.
2. Appropriate Dress
 - a. In accordance with state law, the following minimum standards of dress must be maintained in all ISU dining establishments:
 - i. Shoes and shirts must be worn at all times.
 - ii. Sleep wear and swimsuits are not acceptable.
3. Behavior
 - a. Students and their guests are expected to display appropriate behavior when in the dining center. Disruptive, destructive, excessively noisy, or injurious behavior will lead to disciplinary action.
4. Removal of Food
 - a. Sack meals (including breakfasts, lunches, and dinners) or sick trays are the only foods or beverages that may be taken from the dining center. Otherwise, the removal of food, dishes, equipment, décor, or supplies from any ISU dining establishment is considered theft. Violations will be handled according to university judicial procedures.
5. Alcohol
 - a. In accordance with the University and DoR alcohol policy, available in the DoR Policy Handbook, alcoholic beverages are not permitted in any dining center. Violations will be handled according to university judicial procedures.