



Come Dine With Us!

2009-2010 ISU Dining Contract Terms and Conditions and Policies

Changes from 2008-2009 highlighted in **YELLOW**.

I. INTRODUCTION

- A. This document establishes the ISU Dining contract Terms and Conditions (“terms”) and Policy Handbook for meal plans, DD\$ 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\$ (DD\$), 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.
 - b. In summer, individuals 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 Weekly Cyclone plan or a Semester 175 or Semester 225 plan. (Section IV). Individuals with this requirement who do not select a meal plan at the time they submit their Housing Contract are defaulted to the **Weekly Cyclone 21** meal plan.
 - a. Continuing ISU students assigned to Union Drive, Richardson Court and Buchanan Hall are also eligible to select the Semester 200 plan.
2. On-campus residents assigned to Wallace and **Wilson halls**, 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.
3. For the fall semester, assigned residents may use AccessPlus to make changes to their meal plans beginning in June. For the spring semester, residents may use AccessPlus to make changes to their meal plans as soon as they have received an assignment.

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 DD\$, whether purchased as part of an established plan or separately.
 - a. Unused meals from Weekly Cyclone plans expire at the end of each week
 - b. Unused meals from Semester Plans expire at the end of each semester.
 - c. At the end of the fall semester any unused meals from Yearly Meal Blocks and any unused DD\$ roll over for use to the spring semester.
 - d. At the end of the spring semester, on the Sunday following graduation in May, all unused meals from Yearly Meal Block meals and all unused DD\$ expire.
2. During the Summer - Meal Plans can be contracted for the entire summer or for individual summer sessions. This includes DD\$, whether purchased as part of an established plan or separately.

- a. Unused meals from Weekly Cyclone plans expire at the end of each week
- b. Unused meals from Semester Plans expire at the end of the summer.
- c. Unused meals from Yearly Meal Blocks roll over for use to the fall semester.
- d. Unused DD\$ roll over for use to the fall semester.

B. Rates

1. Proposed rates for 2009-2010 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 DD\$ is as follows:
 - a. Weekly Cyclone plans contracted after the start of the semester are prorated on a per diem basis, including DD\$.
 - b. Semester plans and Yearly Meal Blocks contracted after the start of the semester are not prorated.
 - c. There will be no proration or refund of meal plan or DD\$ fees for changes/ cancellations initiated after December 1 for fall semester and May 1 for spring semester.

C. Payments

1. All meal plan and DD\$ 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 payment information, 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 DD\$ 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 DD\$.
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 DD\$

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 Yearly Meal Block and Semester plans. DD\$ 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. **Weekly Cyclone Plans** are a combination of residential dining center meals and DD\$ with the meals allotted on a weekly basis (Saturday – Friday). **Students are not restricted to eating their meals on certain days and may use multiple meals during one meal period.** Meals not used at the end of each meal week are lost.
 - i. Weekly Cyclone Plans are available to all on-campus residents.
 - b. **Semester Plans** offer a combination of dining center meals and DD\$; however, the meals are allotted by semester rather than by week, offering more flexibility than the Weekly Cyclone plans. Students on Semester plans may use their meals any time during the semester. Meals not used at the end of each semester are lost.
 - i. The Semester 175 and Semester 225 plans are available to all on-campus residents
 - ii. The Semester 200 plan is available to all on-campus, continuing students and to all off-campus students.
 - c. **Yearly Meal Blocks** consist of residential dining center meals only (without DD\$). Students on Yearly Meal Blocks 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.
 - i. Yearly Meal Blocks are available to all residents of Wallace Hall, Frederiksen Court and SUV and to all off-campus students.
 - d. **DD\$** are pre-paid, convenient accounts that can be used to purchase additional meals in the Dining Centers, grab and go food and beverage items in the C-Stores and Cafes.
 - i. **DD\$ are intended for food and beverage purchases only. They cannot be used to purchase laundry cards, gift cards, clothing, supplies, etc.**

B. Selecting Meal Plans and Adding DD\$

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 defaulted to the **Weekly Cyclone 21** 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 AccessPlus system. If AccessPlus is down, individuals may call the DoR Administrative Services office at 515-294-2900.

3. Adding DD\$

- a. Individuals who purchases a Weekly Cyclone plan or a Semester plan automatically receives an allotment of DD\$. A detailed listing of all meal plans and associated DD\$ can be found on the ISU Dining Web site, <http://www.dining.iastate.edu>.
- b. Individuals who wish to purchase separate or additional DD\$ can do so at any time during the contract period. DD\$ can be purchased in increments of \$10 on AccessPlus or by visiting the ISU Dining Administration Office in 1215 Friley Hall. Depending upon the amount purchased, a discount of 5 – 10% may be realized.

C. Redeeming Meal Plans and DD\$

1. All meal plans and DD\$ 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 DD\$, 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 elects 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 DD\$, individuals must present their photo ISU Card. Temporary meal passes cannot be used for DD\$ purchases.
5. Individuals may review the DD\$ balance at any time using AccessPlus.

D. Lost University Identification Cards

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

E. Inappropriate ISUCard Use

1. Meal plans and DD\$ are not transferable for use by another person and meals cannot be used for guests. An **ISUCard** 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 **ISUCard**, loaning an **ISUCard** 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 DD\$ CHANGES AND CANCELLATIONS

- A. All meal plans and DD\$ 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 DD\$ Changes

1. Pre-Meal Plan Start Date (Before Service Begins)

- a. **Prior to the meal plan start date for the academic year, individuals may change to any plan for which they are eligible (including no plan) using AccessPlus. The entire cost of the previous plan, including DD\$, will be credited and the entire cost of the new plan, including DD\$, will be charged.**

2. Post-Meal Plan Start Date (Once Service Has Begun)

- a. Following the meal plan start date each semester, there is a designated meal plan change period that ends at 5:00 pm on the first Friday of classes. During this time, individuals may change to any plan for which they are eligible (including no plan) using AccessPlus. Charges and credits will be updated as follows:
 - i. The meal portions will be prorated and meals eaten will be accounted for.
 - ii. **Due to Federal Banking regulations, once DD\$ have been issued, they are not prorated and are not refundable.** DD\$ for typically issued the first day of meal service.
 - If the DD\$ for the new plan are LESS than the DD\$ for the old plan, the DD\$ from the old plan will be kept.
 - If the DD\$ for the new plan are MORE than the DD\$ for the old plan, the DD\$ difference will be added and billed to the individual.

3. Following the Meal Plan Change Period

- a. Each semester, following the end of the meal plan change period, which ends on the first Friday of classes, no more changes will be permitted with the exception of the following:
 - i. Except as noted in V.D., meal plan changes will be permitted for on-campus individuals whose meal plan requirements change as a result of a change in assignment. In such instances, charges and credits will be updated as outlined in section V.B.2.
 - ii. 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.2.

C. Academic Year Meal Plan and DD\$ 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 Wallace and Wilson halls, 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.
 - 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.2.
 - 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 DD\$.
 - 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 (prior to the end of the meal plan change period for the semester they are changing). In such instances, charges and credits will be updated as outlined in section V.B.2.

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 and who wish to also cancel their meal plan will be charged an 80% cancellation penalty.
 - a. Students moving to Greek housing may receive exceptions to the 80% penalty as outlined in the Housing Contract Terms and Conditions (<http://housing.iastate.edu/forms/>).
 - b. There will be no proration or refund of meal plan or DD\$ fees for changes/ cancellations initiated after December 1 for fall semester and May 1 for spring semester.
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 DD\$ Changes

1. Pre-Meal Plan Start Date (Before Service Begins)

- a. Prior to the meal plan start date for the summer, individuals may change to any plan for which they are eligible (including no plan) using AccessPlus. The entire cost of the previous plan, including DD\$, will be credited and the entire cost of the new plan, including DD\$, will be charged.

2. Post-Meal Plan Start Date (Once Service Has Begun)

- a. Following the meal plan start date each summer, there is a designated meal plan change period that ends at 5:00 pm on the first Friday of classes. During this time, individuals may change to any plan for which they are eligible (including no plan) using AccessPlus. Charges and credits will be updated as follows:
 - i. The meal portions will be prorated and meals eaten will be accounted for.
 - ii. **Due to Federal Banking regulations, once DD\$ have been issued, they are not prorated and are not refundable.** DD\$ for typically issued the first day of meal service.
 - If the DD\$ for the new plan are LESS than the DD\$ for the old plan, the DD\$ from the old plan will be kept.
 - If the DD\$ for the new plan are MORE than the DD\$ for the old plan, the DD\$ difference will be added and billed to the individual.

3. Following the Meal Plan Change Period

- a. During the summer, there are two meal plan change periods. At the beginning of both Summer Session One and Summer Session Two, individuals who are beginning their meal plan that session have until the first Friday of classed for that session to change their meal plan. Following the end of the meal plan change period, no more changes will be permitted with the exception of the following:
 - i. Except as noted in V.D., meal plan changes will be permitted for on-campus individuals whose meal plan requirements change as a result of a change in assignment. In such instances, charges and credits will be updated as outlined in section **V.B.2**.
 - ii. 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.2**.

F. **Summer Meal Plan and DD\$ 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.2**.

G. **Missed Meals**

1. Absence from Campus - 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. Ramadan - To support Islamic students who will observe the practice of fasting during Ramadan, individuals with a **Weekly Cyclone 21**, Cyclone 17 or Cyclone 14 plan may change to a Cyclone 14 or Cyclone 10 plan for the duration of Ramadan. There is no penalty for selecting one of these options.
 - a. The individual will be credited the difference in cost between the meal portions of the current plan and the option selected. DD\$ will not be reduced or refunded.
3. There are no refunds for meals missed voluntarily and no refunds are issued for unused DD\$ or Semester plan meals.

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 locations, meals served in the residential dining centers 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 DD\$ and cash.

- Linden – Linden Hall
- Seasons – MWL Commons
- Memorial Union Food Court – “bundled” options available – Memorial Union, ground floor
- Oak-Elm – Oak-Elm Courtyard –closed for the 2009-10 academic year
- 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 DD\$ 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
 - The Hub Grill & Café – “bundled” options available – The Hub (Central Campus)
 - MU Market & 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 DD\$ or cash, at convenient, student friendly hours.
 - East Side Market – MWL Commons
 - Hawthorn Market & Café – Frederiksen Court Community Center
 - Wallace-Wilson – WW 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 - In accordance with state law, shoes and shirts must be worn at all times in all ISU dining establishments.
3. Behavior – 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. Except as noted below, the removal of food, beverages, dishes, equipment, décor, or supplies from any ISU dining establishment is considered theft. Violations will be handled according to university judicial procedures.
 - i. Individuals are permitted to take one piece of fruit or one dessert item with them when they leave the Dining Center at the conclusion of their meal.
 - ii. Sack meals (breakfasts, lunches, and dinners) are available for students who will be unable to visit a Dining Center during the regularly scheduled meal time.
 - iii. Sick trays, for students to ill to travel to a Dining Center, are available. Please contact the Dining Center manager for information.
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.