

2019–20 ISU DINING STUDENT CONTRACT TERMS AND CONDITIONS

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I. INTRODUCTION

This document establishes the ISU Dining contract Terms and Conditions (“terms”) and Policy Handbook for plans, blocks, Dining Dollars (DD), and dining facilities. 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 2019-20 Housing Contract Terms and Condition (“housing terms”), the ISU Dining website (<http://www.dining.iastate.edu>), and the University Policy library are hereby incorporated into this contract and are binding on all parties. It is the student’s responsibility to become familiar with all provisions of this contract. 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.

A. Contract Dates

- During the Academic Year** – Plans, blocks, and DD are contracted for the **ENTIRE** academic year, both the fall and spring semesters.
- During the Summer** – Blocks and DD are contracted for the **ENTIRE** summer.
- Service Dates**

Term	Service Begins / DD Available	Dining Change Deadline	Service Ends	Limited Service Available
Fall 2019	August 20, 2019	September 6, 2019	December 20, 2019	November 23 – 30, 2019
Spring 2020	January 10, 2020	January 24, 2020	May 8, 2020	March 14 – 21, 2020
Summer 2020*	May 18, 2020	Varies by session	August 7, 2020	May 25 and July 3, 2020

* For summer residents moving in after the start of Session 1, your meals and DD will be available the day you move in.

B. Eligibility and Requirements

- ISU Dining will use your University issued ID number to access your UBill balance, your registrations status, and your in-term address to determine your eligibility for and requirement to purchase plans, blocks, and DDs.
- Eligibility** – To be eligible to purchase a plan, block, and/or DD, you must be in good financial standing with ISU and either assigned to on-campus housing, enrolled as a student at ISU, or enrolled in the Admissions Partnership Program.
- Required Areas** – If you are assigned to Union Drive, Richardson Court, Buchanan Hall, or Geoffroy Hall you must select a CyFlex, Cyclone, Cardinal, or Gold plan (section III.).
- Voluntary Areas** – If you live off-campus or in Wallace or Wilson halls Frederiksen Court, or Schilletter and University Villages you are not required to contract for a plan, but you are encouraged to purchase any plan, block, or DD amount.

C. Special Dietary Needs / Accommodations

- Requirements for plan participation (section I.B.) are not waived due to religious/lifestyle dietary practices. ISU Dining menus satisfy nutritional/fasting needs and staff are available to work with students to choose appropriate menu items.
- Dietary Accommodations** – If you have a medical/dietary restriction that requires a dining accommodation, you must participate in the Dining Accommodation Request process. Process details are available on the ISU Dining web site.
 - If your accommodation request is approved, staff will work with you to select appropriate menu items and, when necessary, prepare individualized meals. Individualized meals are available in Union Drive Marketplace only.
- Service Animals** – Dogs or miniature horses that are trained to perform a specific function for a person with a disability are considered Service Animals (according to the Americans with Disabilities Act) and are the only animals permitted entrance to any ISU Dining location.
 - Emotional Support / Therapy Animals are not permitted in any ISU Dining location.
 - Feeding your service animal in any ISU Dining location is prohibited.

II. FEES and ISUCARDS

- A. Purchasing Dining Options** – All dining option purchases are made in AccessPlus (A+) from the Campus Dining menu on the Student tab.
1. ISU Dining will use your University issued ID number to load your purchased dining options onto your ISUCard.
 2. Only the student/ISUCard holder is permitted to purchase, change, or cancel their dining options. Third-party access is not available.
 3. If assigned to a required area (section I.B.), you have until July 15 for fall and December 15 for spring to select your plan. After these dates, if you have not selected a plan, you will be given the Cardinal Plan.
- B. Assessment of Fees**
1. All plan, block, and DD fees are assessed to your UBill using your University issued ID number.
 2. For contracts submitted prior to the start of the term, fees begin to accrue on the contract begin date.
 3. For contracts submitted after the term begins, meals, blocks, and DD are issued in full and fees begin to accrue the date the contract is submitted.
- C. Rates**
1. Board of Regents, State of Iowa, receives the proposed rates during the spring prior to the start of this contract. Final approval comes at the April or May meeting.
 2. Prior to final approval, residents may view the current year's rates on the <https://www.dining.iastate.edu/>. These are for illustrative purposes only and are subject to change with Board approval. The website will be updated as soon as the approved rates are available.
 3. The Board reserves the right to change the contract rates during the contract term with 30-day advance notice. If rates increase, students will receive an e-mail informing them of the change. Residents will have 20 days from the date of this notification to cancel their contracts without penalty.
 4. Board approval of the proposed rates does not constitute a rate change during the term of the contract.
- D. Loss / Theft of ISUCards and Temporary Meal Passes**
1. You should immediately report the loss or theft of your ISUCard to the ISUCard Office in Beardshear Hall. If the ISUCard Office is not open, you may use A+ to deactivate your card.
 - a. ISU Dining is not responsible for any fraudulent transactions.
 2. Using an ISUCard that is not your own or loaning your ISUCard to another person is prohibited. An ISUCard used by someone other than its owner will be confiscated.
 3. If you temporarily misplace your ISUCard, you may obtain a one-week, temporary meal pass from any Dining Center office.
 - a. The non-refundable cost for a temporary meal pass is \$5.
 - b. Temporary meal passes can be used in dining centers only. They cannot be used in retail locations or for DD purchases.
 - c. Temporary meal pass must be returned to the issuing Dining Center at the end of one week or the student will be charged \$25.

III. PLANS, MEALS, AND DD

- A. Meal Plans** – A detailed description of available Meal Plans and Block Plans is available at <https://www.dining.iastate.edu/>.
1. All plans come with Dining Center meals, Flex meals, and DD. You can purchase additional Flex Meals and DD as needed.
- B. Block Plans** are groups of Flex meals, available in quantities of 25, 50, 85, or 105.
- C. Dining Center Meals** – Each dining center meal allows for a single entry into one of ISU Dining's five residential dining centers or to purchase one "Get and Go" meal per day.
1. Dining Center Meals can only be used for you as the contracted student. They cannot be used for guests.
 2. Due to the open availability of food items, only those who have paid may enter a dining center.
 3. In dining centers, the use of storage containers / bags to remove food items is prohibited. The food served in the residential dining centers is intended only for consumption in these locations and may not be taken out.
- D. Flex Meals** can be used in all ISU Dining locations.
1. Each flex meal has a dollar equivalency value that can be used to purchase designated food items in ISU Dining locations.
 2. Flex meals can be used for you or your guests (section III.G.).
- E. Dining Dollars (DD)** are a pre-paid, declining debit account that can be used at all ISU Dining locations and select campus vending machines.
1. Once issued, DD are not refundable, except as outlined in section IV.B.
 2. In ISU Dining retail locations, the purchase of Gift Cards with DD is prohibited.

F. Redeeming Meals and DD

1. You can use your Meals and DD anytime ISU Dining locations are open. You may use multiple meals and/or DD per day as follows:
 - a. In dining centers and retail locations, present your ISUCard to the cashier who will, using a card reader, debit one meal or the cost of the purchase in DD from your account.
 - i. If you are denied entry/purchase by the card reader system, you can speak with the location manager or the DOR Administrative Services Office for assistance.
 - b. You can use Flex Meals and DD to order items from select ISU Dining locations using the GET™ Mobile app or the GET™ program online, <https://get.cbord.com/iastate/full/login.php>.
 - c. You can use Dining Center meals to order “Get and Go” meals using the GET™ Mobile app or the GET™ program online, <https://get.cbord.com/iastate/full/login.php>.
2. You may view your available meal and DD balances any time at www.dining.iastate.edu/meals.

G. Guests – Flex meals and DD can be used for you and your guests. Both you and your guest must be present at the time of purchase.

H. Rolling of Plans and DD

1. Unused summer Flex Meals and DD will remain available for use during the fall semester.
2. At the end of the fall semester, unused Dining Center and Flex meals on CyFlex, Gold, Silver and Bronze plans expire. Unused Block Plan meals and DD will remain available for use during the spring semester.
 - a. Your fall Meal Plan will automatically renew for spring unless you change it in A+ (section IV).
3. At the end of the spring semester, all unused Dining Center and Flex meals and all unused DD expire.

IV. CHANGES AND CANCELLATIONS

A. Method - Requests can be submitted as follows. If you submit multiple requests, the most recent will be used. Verbal requests are not considered.

1. **A+** – This option is only available prior to the Change/Cancel Deadline.
2. **E-mail to dining@iastate.edu** – All emails must contain the your full name, UID number and specific request
3. **Check-Out Paperwork**– On-campus residents may request plan cancellation on their checkout paperwork.

B. Dining Change Timeline – You may change your options as follows.

1. **Before Meal Service Begins** – You may change to any plan for which you are eligible.
 - a. The full cost of the old plan, including DD, will be credited and the full cost of the new plan, including DD, will be charged.
2. **Once Meal Service Has Begun through the Dining Change Deadline** – You may change to any plan for which you are eligible.
 - a. Credits for the meal portion of the previous plan will be prorated as follows:
 - i. For the Cyclone and Cardinal plans, you will be charged for the number of days you have had that plan.
 - ii. For CyFlex, Gold, Silver, or Bronze plans and Blocks, you will be charged for all meals eaten at the per meal cost for that option.
 - b. DD are not reduced or refunded. If the new plan has more DD than the old plan, you will be given and billed for the difference.
 - c. Charges for the meal portion of the new plan will be prorated as follows:
 - i. If you change from the Cyclone or Cardinal plans, to the Cyclone or Cardinal plan, you will be charged for the number of days left in the semester.
 - ii. If you change from CyFlex, Gold, Silver, or Bronze plans to the CyFlex, Gold, Silver, or Bronze plans, you will be given and charged for the number of meals on the new plan less any of the meals eaten on the old plan.
 - iii. If you change from the Cyclone or Cardinal plans to the CyFlex, Gold, Silver, or Bronze plans, or vice versa, there is no proration of the new plan.
 - iv. If you change to a Block, there is no proration of the new Block.
3. **Dining Change Deadline through the Twelfth Week of the Semester** – Changes are not permitted unless your plan requirement changes due to change in your housing assignment, in which your fees will be adjusted as outlined in section IV.B.
4. **After the Twelfth Week through the end of the Semester** – There are no refunds or prorations for any reason.

C. Dining Cancellations

1. Residents of Voluntary Areas who wish to cancel their plans must do so by the Dining Change deadline each semester.

- a. For cancellations prior to the deadline, charges and credits will be adjusted as outlined in section IV.B.1-2.
 - b. For cancellations after the deadline, the Dining Cancellation Penalty (section IV.D.) will apply.
2. If you are assigned to a Required Area, you may not cancel your plan unless you also cancel your on-campus housing. In this case, the Housing Cancellation Policy is used to determine application of the Dining Cancellation Penalty.
- a. If you cancel AFTER the Housing Contract Cancellation Deadline to move to off-campus housing, including to Fraternity/Sorority housing, and you cancel your dining, the Dining Cancellation Penalty (section IV.D.) will apply.
 - i. In lieu of cancellation, you may change to a Silver Plan. Fees will be updated as described in section IV.B.
 - b. If you leave ISU due to academic dismissal, transfer, waiver, withdrawal, or graduation at the end of fall you may cancel the spring portion of your plan without penalty. There is no refund of DD or meals on CyFlex, Cyclone, Cardinal, Gold, Silver, or Bronze plans. Up to one-half of issued Block meals will be refunded.
 - c. If you cancel and leave ISU due to medical issues or call to active military duty, you may cancel your plan without penalty. You will receive a full refund of unused meals and DD.

D. Dining Cancellation Penalty

1. The Dining Cancellation Penalty consists of the following:
- a. You remain responsible for 100% of the cost of all DDs associated with your plan. You will be given and billed for any unissued DD.
 - b. You remain responsible for 100% of the cost of plan you have already used and you will be assessed a penalty equal to 80% of the cost remaining academic year value of the plan.
 - i. For the CyFlex, Gold, Silver, or Bronze plans and Blocks, fees are calculated using the actual number of meals eaten/remaining.
 - ii. For the Cyclone and Cardinal plans, fees are calculated using a daily rate from the date your plan began through the date your cancellation is final. If you live on-campus, this is the date you completes your proper check out (if checked-in).
2. If you choose to keep your fall plan or change to the Silver plan (in required areas) rather than pay the Cancellation Penalty, you must also keep that plan for spring. If you cancel your spring plan, you will be charged the Cancellation Penalty.

E. Missed Meals Due to Absence from Campus

1. If you have a CyFlex, Cyclone, Cardinal, Gold, Silver, or Bronze plan and are absent from campus for seven or more consecutive days for any of the following reasons, you may request a refund for missed meals:

Reason	Documentation Required for Consideration
a. Medical emergency	a written statement from your health care provider.
b. Family emergency	a written description of the emergency that is verifiable
c. Military service	a letter from a commanding officer calling you to duty
d. University-required field trips	your name must be included on the list supplied by the course instructor

2. Residents of Voluntary areas may not request a refund for meals missed due to a class requirement, as you were made aware of this requirement prior to the change deadline.
3. Refunds will be processed at the end of the semester and will be calculated as follows for each consecutive day absent, not exceeding the number of meals remaining on your account:
- a. \$17.05 per day for the Cyclone and Cardinal plans
 - b. 2 meals per day for the CyFlex and Gold plans
 - c. 1 meal per day for the Silver and Bronze plans