

# Event Management, Dining, and Hospitality Meal Plan Contract Terms and Conditions 2024-2025

#### I. Introduction

All the material referenced herein becomes and shall be an integral and binding part of this meal plan contract. It is the meal plan participant's responsibility to become familiar with all provisions of this contract and materials referenced.

University regulations and policies are subject to changes and additions. Such changes and additions affecting meal plan contracts shall be officially announced and/or posted on the dining website (<u>Dining.IllinoisState.edu</u>) and shall constitute actual notice to meal plan participants. The changes and additions shall become effective and binding at the date of such posting or official announcement.

#### II. Required Participation

All students living in University residence halls (Haynie, Hewett, Manchester, Watterson, Wilkins, and Wright) are required to purchase a traditional or unlimited meal plan. If a student living in the residence halls does not select a meal plan, a 7-day unlimited meal plan will be assigned to the student, and the cost of the assigned meal plan will be applied to the student's University account.

#### **Optional Participation and Eligibility**

Students not living in University residence halls (Haynie, Hewett, Manchester, Watterson, Wilkins, and Wright) who are currently enrolled at Illinois State University are eligible to purchase a meal plan but are not required to do so. Students who are not currently enrolled at Illinois State University are not eligible to purchase a meal plan.

All meal plan participants are required to comply with University health and safety requirements and guidelines, as applicable.

#### III. General Terms and Conditions

## a. Period of Contract

Meal plan contracts are for the entire academic year (fall and spring semester) or the balance of the academic year remaining at the time of purchase. Any plan purchased



after the start of the meal period will be prorated according to the percentage of days remaining in the meal period at the time of the purchase. Dining plans for fall semester become accessible the Monday before classes begin and continue until the Friday of finals week. Dining centers (Watterson Dining Commons and Marketplace at Linkins Center) are closed between the fall and spring semesters (winter break). Dining plans for the spring semester become accessible the Friday before classes begin and continue until the Friday of finals week. Meals are offered in accordance with the operational calendar posted on the dining website. Specific opening times for all dining centers will be posted to <u>Dining.IllinoisState.edu</u>. Event Management, Dining, and Hospitality ("EMDH") reserves the right to alter services or hours of operation. Notice will be given through the posting of modified schedules in all dining centers and on the dining website, except when emergency circumstances prevent notice. Dining centers may be open prior to meal plan start dates/times; during such openings, credit, debit, or Redbird dollars may be used.

#### b. Meal Plan Access

EMDH uses a computerized system to control access to the dining centers. NO MEAL WILL BE PROVIDED WITHOUT PRESENTATION OF A VALID UNIVERSITY ID AND/OR ALTERNATIVE FORM OF PAYMENT. See the Redbird Card Office website for ID policies (https://redbirdcard.illinoisstate.edu/using/).

Meals are not transferable. Meal plan participants may only pay for guest meals by using the flex dollars portion of the plan. Credit, debit, and Redbird dollars are also accepted for guest meals. Meals that are included in a meal plan can be used at both residential dining centers (Watterson Dining Commons and Marketplace at Linkins Center). A 30-minute period is required between meal plan transactions.

#### c. Meal Plan Changes

A meal plan participant may request changes to their meal plan by returning to their original application within the Housing & Dining Portal and changing their meal plan selection. The deadline for making changes for the fall semester is September 6<sup>th</sup>; the deadline for making changes for the spring semester is January 24<sup>th</sup>.

Any changes that are made after the start of the meal period will result in a prorated charge of the original plan, following the cancellation formula outlined in the next section. The number of meals and flex dollars included in the new plan, as well as corresponding charges, will be prorated according to the percentage of days remaining in the meal period at the time of the change.



#### d. Cancellation Policy

Meal plan contracts are for the entire academic year (fall and spring semester); however, meal plans contain individual semester allocations. Meal plan participants who reside in University residence halls (Haynie, Hewett, Manchester, Watterson, Wilkins, and Wright) may only cancel their meal plan contract after cancelling their University Housing Contract in accordance with University Housing Contract Terms and Conditions. Other meal plan participants, who are participating at will, may cancel their meal plan contract in between the fall and spring semesters, before any portion of the meal plan has been used (meals or flex dollars), or upon withdrawal from the University according to the following provisions, dates, and charges:

 Cancellation of contract may be made through the Housing & Dining Portal, when available and meal plan participants are responsible for printing and retaining proof of confirmation of the cancellation. If the Portal is not available, written request for cancellation signed by the meal plan participant must be submitted to:

Illinois State University Event Management, Dining, and Hospitality Attn: Meal Plan Coordinator Campus Box 2650 Normal, IL 61790-2650

**Note:** Notification of cancellation to university offices or departments other than as listed above will NOT serve as notice of a participant's intent to terminate the contract.

- 2. EMDH will acknowledge receipt of a meal plan participant's written request for cancellation of the contract. It is the meal plan participant's responsibility to contact EMDH to ascertain if the request was received.
- Meal plan participants shall be responsible for cancellation charges as outlined below. The cancellation date is the later of the following two dates:
  a) the last date that the meal plan was used (meals or flex dollars); b) the date that the meal plan participant is eligible to cancel.



Cancellation Date	Cancellation Charges	
Prior to start	None	
of meal period		
After start	Unlimited and	(total cost of meal plan less flex
of meal period	Traditional Meal Plans	dollars)/number of days in the meal period*number of days completed + flex dollars used
	Block Meal Plans	(total cost of meal plan less flex dollars)/total meals in plan*number of meals used+flex dollars used

- 4. Upon nonpayment of a meal plan purchase as outlined above, the University may cancel the meal plan and refuse future requests to purchase meal plans.
- 5. EMDH reserves the right to cancel a meal plan contract upon determination that the meal plan participant is no longer eligible.

#### e. Liability

The University assumes no responsibility or liability for personal property in any campus dining facility.

## f. Solicitation

The University prohibits any sales or solicitation in the dining centers without written consent of EMDH. Refer to the University's University Facility and Space Use Policy 6.1.1 for additional information.

#### IV. Meal Plan Rates and Descriptions

The 2024-2025 rates are posted on the dining website (<u>Dining.IllinoisState.edu/MealPlans</u>). The University reserves the right to change meal plan rates at any time.

For a list of meal plan descriptions and availability, please visit the dining website (<u>Dining.IllinoisState.edu/MealPlans</u>). The University reserves the right to update meal plan availability at any time.

#### V. Meals



Semester meal plan allocations expire at the end of each semester and do not roll over to the subsequent term. There are no refunds for unused meals at the end of a semester.

#### VI. Flex Dollars

The amount of flex dollars varies depending on the meal plan selected. Each meal plan includes a specific amount of flex dollars which may be spent on food or drink at the retail dining venues, the dining centers, and vending machines in the residence halls and Cardinal Court. For a complete list of venues, please visit the dining website (https://dining.illinoisstate.edu/locations/).

Flex dollars remaining at the end of the fall semester will roll over to the spring semester for meal plan participants who retain a meal plan for the spring semester. All flex dollars expire at the end of the spring semester. There are no refunds for unused flex dollars.

#### VII. Guest Meal Policy

Meals are not transferable. Flex dollars may be used to purchase a guest meal in the residential dining centers at the posted door rates or at any retail location where flex dollars are accepted. Credit, debit, and Redbird dollars are also accepted for guest meals; cash is accepted for guest meals at select retail locations.

#### VIII. Carryout Option

While carryout is available, disposable containers do not support campus sustainability efforts. Meal plan participants are highly encouraged to dine in rather than carryout whenever possible.

All meal plan holders are allowed up to three (3) carryout meals from the residential dining centers per day. A carryout meal is defined as one entrée, two side dishes, and one dessert. Meal plan holders may take a beverage to-go by using their own reusable cup. Meal plan holders may take a beverage to-go by using their own single-serving reusable cup up to 40 fluid ounces.

Those who wish to obtain a carryout meal must notify the cashier upon entering the dining center. Meal plan participants who choose to carryout may not consume any food within the dining center. The carryout box must be fully closed when leaving the dining center (cannot fill up the lid and base separately).



Dine-in and carryout meals are two separate transactions. A meal plan participant who wishes to dine-in and carryout must use two meals. After the meal plan participant completes their dine-in meal, they must use their meal plan a second time to obtain a carryout box to fill and take out of the dining center.

Carryout is available and provided to meal plan participants as a courtesy. Failure to follow these rules may result in the forfeiture of carryout privileges.

#### IX. Payments

Meal plan charges will be billed to meal plan participant's student account. All Student Account policies apply. Billing statements will be available online through the meal plan participant's My.IllinoisState.edu account (<u>http://www.My.IllinoisState.edu/</u>). Visit the Student Accounts website (<u>http://www.StudentAccounts.IllinoisState.edu/</u>) for information about authorized user access, billing statement dates, due dates, and payment options.

#### X. Termination

EMDH reserves the right to terminate meal plans for cause at any time for reasons of order, safety, and public health, including physical threats and altercations by meal plan participant in EMDH facilities, damage to EMDH property caused by meal participant or their guests; refusal of meal participant to comply with reasonable directions of EMDH staff acting pursuant to University responsibilities, violations of the Code of Student Conduct by the meal plan participant, and/or conduct that is otherwise not compatible with maintaining order and business operation in the University dining halls.

EMDH contract termination procedures will vary depending on whether the conduct leading to the contract termination is verified by EMDH (e.g., witnessed in person or on EMDH cameras by EMDH staff) or through a finding of responsibility for Student Code of Conduct charges or criminal conviction.

#### a. Procedure

**Student Conduct Reported to or Witnessed by EMDH**: If EMDH determines that a meal plan participant has engaged in behavior(s) outlined in Section X, the student will be sent a notice that contract termination is being considered. The notice will describe the conduct involved and the opportunity for the student to provide information to EMDH for consideration when making its decision about contract



termination. Upon consideration of all information available to EMDH by the student's deadline for provision of information, EMDH will determine whether to cancel the student's meal plan and send notice to the student of the decision. If the contract is terminated, the student will be provided with the opportunity to appeal to the Director of EMDH (or designee) within five (5) days of the contract termination. If the decision to terminate the contract is upheld by the Director of EMDH or (designee), the student may appeal the decision to the Vice President for Student Affairs (or designee) within five (5) business days of the date of the Director of EMDH or (designee) decision

**Student Conduct Reported to Student Conduct and Community Responsibilities**: If termination of the dining contact is being considered for conduct charges under investigation by the Student Conduct and Community Responsibilities office, the student will be sent a notice of intent to terminate the dining contract, pending the outcome of the Student Code of Conduct charges. The final determination on whether to terminate the contract will depend on the outcome of the Student Conduct and Community Responsibilities investigation and the appeal process will be subject to the Student Conduct and Community Responsibilities' appeal procedures.

In the event of a conflict between this section and the remainder of the Terms and Conditions document, this section will apply.

#### XI. Information Collection

#### a. Personal Information Collection

The University may collect information that, alone or in combination with other reasonably available information, can reasonably identify or relate to a specific individual or household ("Personal Information") as follows:

Personal Information collected may include but is not limited to:

- University ID Number
- Transaction #
- Transaction Amount
- Transaction Date
- Transaction Time
- Type of Meal Plan
- Flex Dollar Amount



- Transaction Location
- Usage Information: When a Redbird Card is used for a meal plan including flex dollars.

## b. University Use of Your Information

The University may use Personal Information as specified in the University Privacy Policy <u>https://illinoisstate.edu/privacy-statement/</u> and (1) process a transaction a meal plan participant initiates; (2) improve services and our products; (3) for internal business or academic purposes, including but not limited to the measurement of usage; (4) for purposes disclosed at the time a meal plan participant provides their Personal Information.

The University may aggregate Personal Information and use the aggregated information, which does not identify a meal plan participant, to analyze the effectiveness of our services, to improve and add features to our services. In addition, from time to time, the University may analyze the general behavior and characteristics of meal plan participants and share de-identified aggregated information, like general usage statistics, with University personnel.



## Acceptance of Meal Plan Contract Terms & Conditions 2024-2025

By signing my name below, I acknowledge that I have reviewed the Meal Plan Contract Terms & Conditions 2024-2025, have had sufficient time to review and seek explanation of the terms and conditions, have carefully read them, and agree to be bound by them. I agree to pay all the charges arising under the Meal Plan Contract Terms & Conditions 2024-2025 and any extension thereof when due under this contract and under the rules and regulations of the University together with all fees and other costs necessary for the collection of any amount not paid when due.

Name:	UID:
Student Signature:	Date:
(cannot be typed)	Date