

CALIFORNIA INSTITUTE OF TECHNOLOGY – DINING SERVICES
BOARD TERMS AND CONDITIONS - STUDENT BOARD PROGRAM – ACADEMIC YEAR 2008-09

All students living in “On-Campus Houses” and Avery must participate in the Student Board Program, as provided in the Undergraduate Student Dormitory License Contract (“Contract”) and the Graduate Student Dormitory License Contract (“Contract”). For purposes of this document, “On-Campus Houses” shall include the following locations: Blacker, Dabney, Fleming, Lloyd, Page, Ricketts and Ruddock.

STRUCTURE

The Feynman Plan: All undergraduate students who reside in On-Campus Houses will be automatically enrolled in and charged for the Feynman board plan effective their move-in date. The Feynman plan consists of weekday dinner meals typically served in the House dining halls (“Contract Meals”), as well as a declining balance account (“Board Funds”) valued at **\$389.00** for first term and **\$450.00** for second and third term with which the Participant can pay for lunch and other meals. Contract meals are served during the academic term 5 days a week (Monday through Friday), **except on Institute holidays**. No credit is given for missed Contract Meals. Contract Meals are not transferable.

The Avery Plan: All undergraduate students who reside in Avery House will be automatically enrolled in and charged for the Avery Board Plan effective their move-in date. The Avery plan consists of a declining balance dining account (“Board Funds”) valued at **\$1,277.00** for first term and **\$1,401.00** for second and third term with which the Participant can pay for lunch, dinner and other meals.

The Avery Graduate Plan: All graduate students who reside in Avery House will be automatically enrolled in and charged for the Avery Graduate Board Plan. The Avery Graduate Plan consists of a declining balance dining account (“Board Funds”) equal to the cost of the plan and valid at the locations listed below.

FEES

Student Board Program participants will be charged the following fees for the board plan required based on their housing assignment:

FEYNMAN PLAN: \$1,471.00/term AVERY PLAN: \$1,471.00/term AVERY GRADUATE PLAN: \$625.00/term

All fees will be charged to the student’s Bursar’s Account. In the event that the student’s Bursar’s Account is not available to accept transactions, The student agrees to pay fees directly to the Institute.

BOARD FUNDS

The Board Funds for the **Feynman** and **Avery Plans** will be effective on the following dates:

FIRST TERM: 10/5/08 – 12/12/08 SECOND TERM: 1/5/09 – 3/18/09 THIRD TERM: 3/30/09 – 6/12/09

The Board Funds for the **Avery Graduate Plan** will be effective on the following dates:

FIRST TERM: 9/29/08 – 12/12/08 SECOND TERM: 1/5/09 – 3/18/09 THIRD TERM: 3/30/09 – 6/12/09

Any Feynman or Avery Undergraduate/Graduate unused Board Funds will be forfeited at the end of each term.

ROTATION MEALS – SEPTEMBER 27, 2008 – OCTOBER 4, 2008

Additional meals are scheduled during Rotation Week (9/29/08 - 10/4/08) for students on the Feynman and Avery Board Plans. No credit is given for missed meals. Rotation meals are not transferable. Graduate students on the Avery Graduate Board Plan are not eligible for rotation meals. *Please note: the additional meal schedule above is subject to change based on the rotation schedule.*

LOCATIONS

The following locations will honor Board Funds: **Broad Café, Chandler Café, Citrus Café (evening), Convenience Store, Red Door Café, UG South Kitchen and JPL dining facilities.**

EXCEPTIONS AND EXEMPTIONS

A student who wishes to obtain a waiver from the Feynman or the Avery Board Plans should first consult his/her House Representative to the Food Committee. The student may submit formal off-board requests only to Dining Services through the House Representative to the Food Committee. The Food Committee will examine the request and make a determination as to whether the student’s request is based on a “Permissible Cause.” “Permissible Causes” may include but are not limited to religious or dietary concerns. Permissible Causes **will not** include subjective preferences or scheduling concerns. If the Food Committee determines that the student is eligible for exemption from the Feynman or Avery Board Plan, it will submit a recommendation to the Senior Director of Campus Dining Operations that the student be removed from the board plan. No waiver will be granted until the Senior Director has approved the recommendation. The Senior Director of Campus Dining Operations, in his or her absolute discretion, may determine whether a circumstance permits an exception to any of this Contract’s terms or fees herein which have been or will be assessed to the student. Off-board requests are granted on a term-by-term basis and must be re-submitted each new term.

TERMINATION AND REFUNDS

The student’s board plan may be terminated in the event that the Student’s *Student Dormitory License Contract – Academic Year 2007-2008* is terminated. Board Program fees will continue to be charged until the student completes the Caltech Housing check-out procedures and notifies Caltech Dining Services. Any refund to the student’s Bursar account will be prorated from the date the check-out procedures are completed. Board funds will be prorated based on the number of days remaining in the term. If the remaining amount on the declining balance account is less than the prorated amount, then only the balance remaining will be refunded. Feynman Plan Participants will also be refunded a prorated amount as of the date check-out procedures are completed.

GENERAL PROVISIONS

The waiver by the Institute of any breach by Participant of the terms of this document shall not be deemed to be a waiver of any subsequent breach by Participant. Acceptance of fees by the Institute with knowledge of a breach by Participant shall not constitute a waiver of such breach. Termination of a Participant’s board plan shall not release Participant from paying any obligations to the Institute. If deemed liable for the loss or damage of Institute property, Participant agrees to pay to the Institute, upon demand, the cost of repairing said loss or damage.

RESPONSIBILITY FOR TERMS AND CONDITIONS

Participant understands and agrees that it is his/her responsibility to read and be familiar with all Institute rules, regulations, procedures, and policies as outlined in this document and the Student Dormitory License Contract. Participant understands that these rules, regulations, policies, and procedures may not be altered verbally. Participant specifically understands and accepts that, while he/she may seek advice from Institute personnel, he/she is not entitled to rely on the interpretations of others, which interpretations cannot modify or change what is stated in this document and the Student Dormitory License Contract.