

P. CATERING

INTRODUCTION

All room reservations for catered events are confirmed through the Lane Center Reservation Office (x4151). Catering is arranged through the Catering Manager in the Lane Center (x4152).

I. FACILITIES

A. Lane Center

Catered events are held in a variety of locations on Frostburg State University's campus. Within the Lane Center, the following facilities are available:

1. The Multi-Use Room seats up to 500 for served banquets and is excellent for wedding receptions. Features include staging, an in-house sound system, and adjacent patio and coat rooms. The Multi-Use Room can also be divided into three separate rooms.
2. Room 201, on the second floor of the Lane Center, accommodates small receptions and served banquets for up to 80 guests.
3. The various meeting rooms within the Lane Center provide an excellent location for small luncheons and dinners for up to 16 guests.

B. Other Available Facilities

Other facilities available for catered events (depending on scheduling) include the Roper Art Gallery and the Library annexes (Rooms 210 and 237). In addition, Chesapeake Hall (the University's dining hall) can host receptions and banquets in any - or all - of its three dining rooms during semester breaks and summer months.

C. Equipment

Frostburg State University has a full range of basic audio-visual equipment (16mm projectors, videocassette recorders and monitors, carousel projectors, etc.) to aid the presentation of any type of program.

II. ALCOHOLIC BEVERAGES

A. Policy

The possession and/or consumption of alcoholic beverages at Frostburg State University is permitted

subject to the following laws of the State of Maryland, and in accordance with the following sections.

Section 1. Consumption of alcoholic beverages will be allowed in the following instances:

- a. Residence hall student rooms, if all of the students occupying each room consent and conform to the state, local and University ordinances;
- b. Lane Center events in accordance with University regulations and student guidelines for implementation;
- c. The Roper Art Gallery and the Library, Room 237, in accordance with University regulations and student guidelines for implementation.

Section 2. Consumption or possession of alcoholic beverages will not be allowed in University buildings not so slated above, on the grounds of the University property, or in areas of buildings not so slated. For instance, consumption may take place in residence hall rooms, but may not take place at any time or for any reason in hallways, lounges, bathrooms, or any public areas of buildings or athletic games.

Section 3. On-campus sale, purchase, and/or serving of alcoholic beverages at University functions is prohibited, except as stated above, unless approved by the Office of the President or by a designee of the President.

Section 4. Organizations and/or individuals sponsoring events off-campus are subject to compliance with the alcoholic beverage law of the State of Maryland.

Section 5. No rule of the University or of the Alcoholic Beverage Policy shall be construed to permit the sale, purchase, possession or consumption of alcoholic beverages by anyone under legal age.

Section 6. On-campus violations of any part of the policy will be referred to the appropriate judicial body for action. Violators of the State laws are subject to prosecution by local law enforcement authorities.

Section 7. Beer and/or wine shall be the only alcoholic beverages available at student sponsored functions on campus. Off-campus groups composed predominantly of participants age 21 or over may, when licensing the use of a University facility, request the availability of liquor in addition to the above alcoholic beverages.

Section 8. Sale of alcoholic beverages is permissible

on campus only in a University facility covered by the University's liquor license, in accord with University regulations.

Section 9. Campus alcohol advertising must be consistent with University policies and state laws. Advertising must include a statement regarding proper I.D. for age and must not focus on the consumption of alcoholic beverages.

Section 10. Alcoholic beverages shall not be brought into the residence halls by guests or visitors.

B. Liquor License Policy

Section 1. The University's Class D beer and wine license, with special liquor pouring permit, permits the sale of such beverages. In accord with Article II above, in the licensed premises, defined as the physical area of the Lane Center.

Sale of alcoholic beverages shall be allowed only in designated areas within the Lane Center where the activity is taking place. Only alcoholic beverages purchased there may be displayed or consumed in Lane Center.

Section 2. With the approval of the President, the sale and consumption of alcoholic beverages may be authorized in a college facility other than the Lane Center. The same conditions stated herein shall apply to such facility.

Section 3. The availability of alcoholic beverages for sale under the license shall be in compliance with Article II, Section 8 above. Every sponsor of an on-campus activity anticipating the sale of alcoholic beverages shall make necessary arrangements through the Office of the Director of the Lane Center.

Section 4. All authorized users (i.e., licensing) of a University facility and requesting to use the University's liquor license shall provide adequate controls to ensure that no under-age persons are served alcoholic beverages, and shall assist the University and/or its food service contractor in monitoring and enforcing access and age restrictions. This is a joint responsibility.

Section 5. A University-funded function using the liquor license shall be required to establish age controls, including the use of the checkers provided by the University in the event that attendance by under-age persons is anticipated.

Section 6. Failure to comply with any University policies may result in a participant's being refused

admission to or being expelled by authorized University personnel, the I.D. checker or representatives of the sponsor, in that order of authority, from any function using the University's liquor license.

Section 7. Discretion as to authorized use of the University's liquor license remains with the President of the University.

Section 8. All authorized users of the University liquor license shall be required to agree, as a prior condition, to assist the University and/or its food service contractor in monitoring and enforcing access and age restrictions. This is a joint responsibility.

C. Guidelines for Implementation

1. Any recognized student organization sponsoring an event in the Lane Center is permitted to request that beer and/or wine be sold at the event.
2. The beer and/or wine will be purchased by University Dining Services and will be sold by the staff of Dining Services at the event in the Lane Center. The student organization sponsoring the event will not receive any income from such sales.
3. The net proceeds from the sale of beer and/or wine at an event will allow for an hourly payment of a person to monitor appropriate identification at the entrance to the event. Such person will be selected by the Office of Student and Educational Services. The student organization sponsoring the event will not be permitted to furnish the person to serve in this capacity and will not be involved in any way in that selection or in the manner in which the person performs his/her responsibility.
4. The sponsoring student organization will be permitted, if they choose, to charge an admission to the event, and the organization will assume all responsibility for the collection of that charge.
5. All students twenty-one years of age and older who present appropriate identification to the monitor at the door of the event will have a visible identification attached to them by the monitor at the time they are admitted.
6. All sales of beer and/or wine at a student event in the Lane Center will be by cash only and the staff of University Dining Services will reserve the right to refuse service to anyone as a result of their conduct, physical or mental condition.
7. An event in the Lane Center sponsored by a student organization under this policy may not commence on

Monday through Friday of regular class days prior to 7:00 p.m.

8. The sponsoring student organization agrees as part of this policy to assist in its appropriate implementation and to assist the University in assuring that the policy is not abused.
9. No student organization will be permitted to reserve one or more facilities in the Center on a regular, long-term basis.

III. RESERVATIONS FOR CATERING SERVICES

A. Request for Catering Services

When catering services are required, groups must contact the Lane Center Reservations Office (x4151) to ascertain availability of space. This must be done prior to making arrangements for catering.

Upon confirmation of facilities, groups call the Catering Manager (x4152) or (x3021). The Catering Manager handles all details of group events.

All box lunch requests for boarding and non-boarding students are handled directly by the Catering Manager in the Lane Center (x4152) or (x3021).

B. Booking Dates

Advance notice of two weeks (ten working days) is required for functions involving food service. Coffee breaks and small receptions for twenty people or less may be planned up to three working days prior to the event. Accommodations on shorter notice are sometimes available; however, menu selection will be limited. PO is required before the day of the function.

C. On-Campus Constituents

Three additional days are necessary for on-campus constituents for scheduling of catered functions due to additional time required for budget approval.

D. Off-Campus Catering

Frostburg State University's Catering Services can provide the menu and accouterments for an event held outside the campus. Each request for off-campus catering will be considered on an individual basis, as on-campus events are a priority.

E. Guarantees

Regardless of the size of the function, the guarantee is the final estimate given to Catering Services. This

number must be submitted no less than 48 hours prior to the event (72 hours if the function falls on a Saturday, Sunday, or Monday). Preparations are made for 100% of the guarantee. Should the guarantee not be reached, the bill will reflect the guaranteed number, not the actual number in attendance. If the number of guests exceeds the guarantee, Catering Services asks to be contacted immediately so as to provide enough food and to determine if accommodations for the extra numbers are possible.

Note: Guarantees include guests, staff, band members - any person expected to be eating.

F. Cancellations

If an event should be cancelled, notice of cancellation must be received 72 hours prior to the function to ensure that no charge will be made. If cancellations are made after this deadline, there may be a charge levied for costs that cannot be recovered.

IV. CATERING FEES

A. Billing

1. Off-Campus: The University's Business Office sends an invoice for the function 2-4 weeks after the event is held. Payment is made to Frostburg State University.
2. On-Campus: When the invoice is received, the Office of Associate VP for Finance is asked to initial the bill as approved for payment and return it to Accounts Payable.

B. Minimum Order

The minimum order for a catered event is \$20.00, not including delivery charges.

C. Delivery Charge

Delivery is free to the Lane Center or to Chesapeake Dining Hall. A fee of 10% of the total order or \$12.50 (whichever is higher) is added to the bill for delivery elsewhere on campus.

D. Room Rental Fee

A room rental fee is levied if a minimum catering purchase (based on guest count and room size) is not made.

Q. CONFERENCES

INTRODUCTION

All arrangements for conferences may be made by contacting the Office of Conferences and Events, which is located at Hitchins 126.

I. GENERAL INFORMATION

A. Check-In/Check-Out

During the summer, the University maintains a fully trained conference staff to assist in the handling of front desk operations, linen services, set-ups, general housekeeping, and other customer services. The staff is available 24 hours a day to provide a wide variety of services including check-in/check-out.

A centralized registration desk is located in the first floor lobby of Westminster Hall. Should a group be housed in a residence hall that is not easily accessible to Westminster Hall, a satellite registration area can be set-up for the group's convenience.

University conference staff is able to assist clients with the distribution of literature, schedules, etc. Unless otherwise arranged the University staff will make housing assignment for all groups based on age, sex, sub-groups, etc. The University reserves exclusive jurisdiction over the distribution of keys.

B. Staff

Frostburg State University provides a fully-trained Summer Conference Staff who live in the residence halls and are the conference group's primary point of contact during its stay on campus. They handle all aspects of registration, provide information about local tourist attractions, events and restaurants, and assist with any concerns related to the groups event. In addition to the front desk staff, hall attendants are on duty each evening from 11:00 p.m. to 7:00 a.m. to provide additional protection at night.

II. EMERGENCIES

For emergency purposes, conference groups are asked to contact either the Conference Front Desk (x4087) or University Police (x4222). All University Police officers are trained first responders.

III. HEALTH SERVICES

It is strongly recommended that each group have a health & safety plan which conforms to State regulations. Contracting groups are fully responsible for their own health & safety program.

IV. YOUTH CAMPS/CONFERENCES

Any conference delegate under the age of 18 is considered a minor. The policies for minors are as follows:

1. The ratio of adult supervision to minors is 10 to 1.
2. The conference management is required to have all minors in their respective residence halls by 11:00 p.m., each evening, unless otherwise arranged in consultation with Frostburg State University.
3. The University reserves the right to demand dismissal of a student or group of students for inappropriate conduct.

V. PUBLICITY

It is requested that any information which must be sent to prospective delegates describing University facilities, housing and services is to be reviewed by the University in advance of final publications to assure accuracy of information. Frostburg State University is not responsible for information sent without this review.

VI. RESERVATION REQUIREMENTS

A. References and Statement of Purpose

Any group new to Frostburg State University (i.e., any organization that has never used the University's facilities as a conference site) may be asked to provide references before a confirmation of space is made. References include names, addresses and phone numbers of institutions which have previously hosted its meetings.

B. Insurance

Each conference group is required to provide primary comprehensive general public liability coverage with combined single limits of at least \$1 million per occurrence for bodily injury and property damage for the period of time that the group will be utilizing the University's facilities. The certificate of insurance must name the University as an additional insured. A copy of the certificate of insurance, which shows compliance with these requirements, must be on file with the University before conference can commence.

C. Contract Requirements

The University requires a Facilities and Services Contract, which outlines in detail financial arrangements, cancellation policies and state-mandated regulations ([See Exhibit A](#)).

Cancellation prior to thirty days before the conference (and after signing the Letter of Agreement) holds the group liable for any direct costs borne by the University in preparing for the conference. Cancellation after the thirty-day limit results in a charge for lost business opportunity computed at 50% of total projected charges.

Any arrangements made with the University are not binding until the Facilities and Services Contract is signed by a representative of the conference group and countersigned by Frostburg State University. If relevant, the University will honor terms, rates and availability of facilities as presented in a Letter of Agreement for fourteen (14) days from the date of mailing of the Facilities and Services Contract until signed and returned by the group. After that, rates and availability of facilities are subject to change.

D. Guarantees

A guaranteed number of meals is required no later than ten (10) working days before the commencement of the group's first scheduled food event. Preparations are made up to 5% over the guarantee; however, minimum charges are 100% of the guaranteed number, should the group's guarantee not be reached. If the number of delegates exceeds the additional 5%, the group should contact the University immediately. There is no refund for meals not taken. Guarantees for standard cafeteria meals may be different, especially if the program requires different numbers of delegates on campus for a particular event.

Guarantees for special catered events are also made according to the ten-day deadline and follow the same policies.

A guarantee for housing accommodations is made no later than ten (10) working days prior to the arrival of the group. Reservation cards are kept by the Frostburg State University conference staff. If registration exceeds the guarantee, the total on-site registration number is used in billing.

VII. CONFERENCE FEES

A. Facilities Fees

Fees are based on full or half day rates. The half day rate is used for any reservation under four hours. The

full day rate is used for any reservation over four hours. Consecutive days are charged at the rate dictated by the type of reservation made. Rates for both full days and half days are listed on [Exhibit B](#).

B. Miscellaneous Charges

Additional billing may be applied for the following:

1. Property damage.
2. Printing services.
3. Audio-visual equipment.
4. Special services.
5. Lost keys.
6. Lost meal cards.

Please note: Damage charges are set by the University's Physical Plant based upon established rates.

C. Billing Information

An advance deposit is usually required for the use of the facilities and services of Frostburg State University. The amount of the deposit is negotiated separately for each group. The deposit must accompany the Facilities and Services Contract.

1. Room: per person, per day, with or without linen, with or without air-conditioning.
2. Board: daily rate (based upon the groups size and meals requested) times the number of days times the guaranteed number or actual meal card distributed whichever is higher.
3. Tax: appropriate sales taxes are added to the final bill where decided by law (i.e. food, sleeping rooms, meeting rooms, etc.).



Office of Conferences & Events
101 Braddock Road
Frostburg, Maryland 21532-1099
(301) 687-4020
FAX NUMBER (301)687-7488

FROSTBURG STATE UNIVERSITY FACILITIES AND SERVICES CONTRACT

This contract, made as of the DATE, by and between Frostburg State University, an agency of the State of Maryland (hereinafter the "University"), whose address is Frostburg, Maryland 21532-1099 and CONTRACTOR, (hereinafter the "Contractor"), whose address ADDRESS.

I. CONTRACT TERM

The term of the contract shall begin at TIME on DATE and terminate at TIME on DATE.

II. SCOPE OF CONTRACT

The parties hereby agree to the terms and conditions listed below.

A. FACILITIES, EQUIPMENT, AND LABOR

1. The University agrees to provide facilities to Contractor as follows, during the period of the contract at the following locations:

Facility	Dates	Cost
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2. The University agrees to provide equipment for use by Contractor as follows, during the period of the contract:

Equipment	No. of Units	Location	Cost
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3. The University shall charge the following applicable labor costs not covered by provision of basic services provided during the period of the contract:

Type of Labor	Cost Per Hour	Total
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4. The University shall charge the following applicable miscellaneous costs:

None Requested.

B. FOOD SERVICE ARRANGEMENTS

The University agrees to provide food services as follows, utilizing menus as negotiated.

Event	Date	Location	Count	Cost
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1. Above figures do not include sales tax. Sales taxes will be applied on the final bill unless Contractor is considered tax-exempt under current state law and University policy.
2. Board rates are based upon the Contractor's projected number of participants. A reduction in the final numbers could result in an increase in the above board rates.

III. FINANCIAL ARRANGEMENTS

A. CHARGES

The charges for facilities and services listed above are subject to guaranteed head and room count numbers and shall be as follows:

1. The charge for facilities and equipment* shall be as cited in Section II of this contract.
2. The charge for labor and miscellaneous costs shall be as cited in Section II of this contract.
3. The charges for food service shall be as cited in Section II of this contract.
4. If the Contractor requests additional services, facilities, etc., while on the University's premises that have not been made previously a part of the contract, the Contractor agrees that said requests shall be considered a part of this contract and shall be billed at rates agreed upon by the University and the Contractor in writing as an addendum to this contract.

B. DEPOSIT

The Contractor shall pay the University a deposit in the amount of (DOLLARS), to accompany a signed copy of this document. Both shall be sent directly to Accounts Receivable at Frostburg State University. This deposit shall be applied to the total bill for facilities, equipment, lodging, labor, food service. Refunds or forfeiture of the deposit will be governed by Section III.F of this contract.

C. Billing

As soon as practical after the completion of the conference, the Office of Conferences and Events will provide Contractor with a statement listing all charges and credits for the conference. Billing should be sent to the following:

Contractor will pay the University for all unpaid charges within thirty (30) days after the receipt of the bill from the University Business Office.

D. FAILURE TO PAY

Contractor agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Contractor violates any other provisions of this agreement, all remaining obligations of the University under this agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of the Contractor. All amounts owing to the University hereunder which are more than thirty (30) days past due will be assessed at a \$30.00 late fee. In any case, all amounts owing to the University hereunder which are more than ninety (90) days past due shall be subject to a 17% collection charge in addition to the amount previously billed by the Business Office. Contractor shall reimburse the Agency for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including, but not limited to the collection of any sums due and owing, the University shall be entitled to such sum as the trial court may adjudge reasonable as attorney fees to be allowed in said suit or action.

E. GUARANTEE

Contractor will provide the University with guaranteed numbers for lodging and food service no later than ten (10) working days before the earliest date appearing in parts I and II herein. The charges for which Contractor shall be liable will be based on said guaranteed numbers or actual head and room counts, or the amount shown in III.E below, whichever is greater, with the guaranteed numbers for head and room counts subject to the following:

1. Charges will be computed using the guaranteed numbers and head and room counts.
2. The University will only guarantee availability of facilities, food, and lodging for one hundred (100) percent of said guaranteed numbers for head and room counts.

F. CANCELLATION

If the Contractor cancels this agreement prior to the first date appearing in Section I of this contract, the following charges shall apply:

1. Six (6) months or more ... no charges will be applied, with deposit being refunded;
2. Ninety (90) days to six (6) months ... the Contractor shall forfeit in full the deposit paid with this contract;
3. Less than ninety (90) days, and more than thirty (30) days ... the Contractor shall forfeit in full the deposit paid with this contract, and shall be liable to the

EXHIBIT A

University for direct costs incurred by the University specifically in preparation to fulfill this agreement;

4. Less than thirty (30) days ... the Contractor shall pay the University a cancellation fee for its lost business opportunity, to be calculated as follows:

	0		participants (most recent documented estim
\$	-	x	variable catering charge per person
	0	+	fixed catering charge for event
\$	-	+	total facility and labor fees
\$	-	=	cancellation fee per session
		-	less deposit if any
\$	-	=	cancellation fee per session

Said fee shall be billed by the University to the Contractor, and shall be payable within thirty (30) days from receipt of said bill.

5. In the event that the University is unable to provide part or all of the facilities or services specified in this agreement, as set forth in Section II herein, the University shall give prompt notice to the Contractor of said inability.

IV. SPECIAL CLAUSES AND CONDITIONS

NA

V. INSURANCE

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, adequate insurance as provided below, such insurance shall include the Contractor and Frostburg State University as insured on the liability insurance policy. A copy of the certificate of insurance, which shows compliance with these requirements, must be on file with the University before conference can commence.

- A. Workers' Compensation - As required by the laws of the state to cover all Contractor's employees.
- B. Owner's, Landlord's, Tenant's, and Contractor's Bodily Injury Insurance, with limits of not less than \$1,000,000. for each person and \$1,000,000. for each accident.
- C. Automobile Bodily Injury Liability Insurance with limits of not less than \$5,000,000. for each person and \$5,000,000. for each accident, and Property Damage Liability Insurance, with a limit of not less than \$1,000,000. for each accident. For all vehicles operated by the Contractor on campus.

VI. INDEMNITY AND DAMAGES

- A. Contractor agrees that all participants are under the direct and complete supervision and control of Contractor. As such, Contractor is liable for all damages and losses resulting from participant utilization of the facilities and services of the University resulting from the use of those facilities and services by Contractor and/or its participants. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to Contractor. The University retains the right to require Contractor, or any of its participants, to leave

the University premises if the University feels that circumstances require it. The University assumes no responsibility for loss to personal property of Contractor or any of its participants.

- B. Contractor shall indemnify, release, and hold harmless the State of Maryland, Frostburg State University, its officers, agents, servants and employees, against any and all liability, claims, demands, actions, or causes of actions for loss, injury or damage to persons or property, including claims of employees of Contractor or its agents, arising out of activities conducted by Contractor or its guests on or in University buildings, properties or facilities. The University assumes no liability whatsoever for any property placed by Contractor in University buildings, properties, or facilities.
- C. Contractor agrees, at the election of the University, to indemnify and hold harmless the State of Maryland and the University and their agents, employees, servants, and officers, with respect to any and all liability including any claims, costs or expenses, damages, judgments, actions, or causes of action, arising directly or indirectly at any time during or after the term of this contract, and which are caused in whole or in part, from the action or inaction of the Contractor's agents, employees, servants, officers, participants or invitees.
- D. The Contractor understands and agrees that University premises and property are fit for use only for the intended purpose(s) of said property and premises. The Contractor agrees to release and hold harmless the State of Maryland and the University, their agents, employees, servants, officers, and invitees from any action or liability resulting from the Contractor's (or its agents, employees, officers, servants, participants, and invitees) improper or unauthorized use of University premises and property.

VII. INTELLECTUAL PROPERTY

The Contractor agrees to indemnify and save harmless the state, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

VIII. PROPERTY CONDITION/DAMAGE

- A. The Contractor shall be liable for any damages to University property, including residence halls, and other facilities contracted herein, equipment, and any other associated personal property, that is beyond reasonable and ordinary use and wear and that is caused by the Contractor or any agent, employee, servant, guest, or invitee of the Contractor (collectively, the "User"). Charges for repairs caused by the User shall be billed to the Contractor.
- B. The University shall not be liable for property damage sustained by User. User assumes all risks of loss or damage to property.
- C. The University makes no representations as to the suitability and fitness for use of any University equipment used by the Contractor under this contract.

IX. UNIVERSITY REGULATIONS

Contractor is required to adhere to all University policies, regulations, guidelines and all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and

EXHIBIT A

services or termination of this agreement pursuant to Section XI hereof. University regulations include but are not limited to the following in University buildings and on University property.

- A. All individuals will abide by Maryland law, federal law, and University regulations regarding intoxicants, narcotics, and drugs.
- B. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials are not allowed within the residence halls or buildings or the grounds.
- C. Bicycles are not allowed in student rooms, study rooms, or stairwells.
- D. Animals are not allowed in any location in the residence halls or dining room.
- E. Hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room except kitchen areas.
- F. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in the rooms, placement of antennas out of the windows for radios, television, etc., and removal of or addition of furniture is not permitted without prior permission from the residence hall director and approval from conference staff.
- G. Attaching any object to any University premise by nail, screw, or alteration of the premises in any manner whatsoever is not permitted.
- H. Parking in the service or fire lanes adjacent to the residence halls is not allowed. Parking on sidewalks is not permitted. However, in special circumstances, an individual may request in writing an exception to the policy. Written approval must come from Physical Plant and Public Safety must be notified. Parking on the grass/lawn areas is not allowed.
- I. Tampering with or removal of windows or window screens from any part of any building is prohibited.
- J. Tampering with the fire system or fire fighting equipment is prohibited.
- K. Removal of lounge or common area furniture into individual rooms is not allowed without prior permission from the residence hall director and from conference staff.
- L. The use and unlocking of common area doors which are to be continuously locked or unlocked at specified periods of time is not allowed. All external doors except the front door are to be locked at all times.
- M. Gambling or solicitations in any form is prohibited.
- N. Rules and regulations governing minors and information on the University health center services are listed under separate cover.
- O. The Contractor agrees to conduct no collections or solicitation for funds, whether for charity or otherwise, without prior written consent of the University.

- P. The Contractor agrees to conduct or permit no activities in or about the University property in violation of federal, state, local, or University laws and to take all appropriate action to enforce this provision. The University, may in its discretion, require any person violating such laws and/or regulations to vacate the premises. The Contractor shall insure that any such person who is an agent, employee, servant, guest, or invitee of the Contractor vacates the premises in a peaceful and timely manner.
- Q. Contractor agrees to comply with all statutes and ordinances relating to public assembly facilities, public events and performances, including but not limited to those imposing taxes and license fees. The Contractor warrants that all copyrighted or patent material, composition, work or device to be performed or used has been duly licensed or authorized by the copyright or patent owners or their representatives, and agrees to indemnify and hold harmless the University, State of Maryland, and its employees and officials from any and all claims.
- R. Contractor agrees not to sponsor, permit, or allow lewd or indecent activities on the University property.
- S. Except as otherwise permitted by this contract, the Contractor agrees to conduct no sales of items or services of any kind including, but not limited to, concessions, refreshments, and printed programs without the expressed written consent of the University.
- T. The Contractor agrees to take all reasonable steps to prevent or minimize any interference with other programs, functions, or activities of the University and its environs which may arise in the course or as a result of the Contractor's permitted use.
- U. The University reserves the right to eject any unruly, disruptive or objectionable person from the University's property and to refuse admission to any person, all without any liability on the part of the University to the Contractor.

X. UNIVERSITY RIGHTS

The University may exercise the following rights:

- A. To enter any room for the purpose of inspection, repair, or emergency.
- B. To re-assign residence within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- C. To revoke the campus privileges including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the University's opinion, becomes injurious or potentially injurious to the University community.
- D. Authorize or disallow the transportation or location of any material, equipment, or apparatus brought onto campus.

XI. PARENTAL RELEASE

By signing this contract the Contractor certifies that it has in its possession a medical release for hospital and/or physician treatment signed by at least one parent or legal guardian for every minor child unaccompanied by a parent or legal guardian associated with the Contractor either as a participant or staff member.

XII. CURTAILMENT

In the event that University buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, Contractor shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to said casualty or circumstances. Contractor hereby waives any claim for damages or compensation resulting from fire, casualty, or circumstances causing curtailment of this agreement.

XIII. TERMINATION OF CONTRACT

A. Termination for Default -- If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision in the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon to the Contractor and the acts or omissions relied upon as cause for termination. The Contractor shall pay Frostburg State University fair and equitable compensation for performance of the contract as specified in Section III.E of this contract. The Contractor will remain liable after termination and the state can affirmatively collect damages.

B. Termination for Convenience -- The performance of work under this contract may be terminated in whole or in part, by the state in accordance with this clause whenever the state shall determine that such termination is in the best interest of the state. The state agrees to pay all reasonable costs associated with the termination of the contract. The Contractor shall not and will not be compensated or reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XIV. ASSIGNMENT

This contract shall not be assigned by any party in whole or in part, sublet, or transferred at any time without the expressed written consent of the other party.

XV. LIMIT OF AVAILABILITY

This agreement is not binding until countersigned by Frostburg State University. The University will honor its terms, the rates for charges and the availability of facilities and services for fourteen (14) days from the date of mailing of this agreement until returned and signed by Contractor. After that, it will be subject to change and availability.

XVI. AMERICANS WITH DISABILITIES ACT

Contractor is required to comply with all regulations and requirements of the Americans with Disabilities Act and to ensure that events and services are accessible to persons with disabilities. Contractor agrees to include the procedure for individuals to request accommodations in any publicity for the event. Contractor shall be responsible for providing auxiliary aids upon request. The University shall be responsible for ensuring that the facilities which are provided for the Contractor's use are physically accessible to p[ersons with disabilities.

XVII. MARYLAND LAW PREVAILS

The provisions of this contract shall be governed by the laws of the State of Maryland.

The Contractor hereby represents and warrants that:

- A. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this contract.
- B. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

XVIII. NON-DISCRIMINATION IN EMPLOYMENT

The Contractor agrees

- A. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment.
- B. To include a provision similar to that contained in subsection (A), above, in any subcontract except a subcontract for standard commercial supplies or raw materials.
- C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

XIX. NON-HIRING OF STATE EMPLOYEES

No employee of the State of Maryland of any unit thereof shall, while so employed, become or be an employee or subcontractor of the Contractor.

XX. OCCUPATIONAL SAFETY AND HEALTH ACT (O.S.H.A.)

All materials, supplies, equipment, or services supplied or used in accordance with this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act standards

XXI. ARREARAGE

The Contractor represents that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the contract if selected for contract award.

XXII. PROCUREMENT OFFICER

The procurement officer designated for this contract is the Director of Purchasing. This designation may be changed at any time by the University by written notice to the Contractor.

XXIII. ENTIRE CONTRACT

This contract represents, in its entirety the mutual understanding of the parties. No subsequent agreements or modifications hereof, whether expressed or implied, shall bind the parties unless the same be in writing and signed by the parties, except as noted in Section III.A.4.

EXHIBIT A

Date _____

Contractor _____
By: _____

(Title)

Date _____

Frostburg State University
By: _____
(Procurement Officer)



EXHIBIT B

Office of Conferences & Events
101 Braddock Road
Frostburg, Maryland 21532-1099
(301) 687-4020
FAX NUMBER (301) 687-7488

FROSTBURG STATE UNIVERSITY
SUMMER CONFERENCE
FACILITIES AND SERVICES CONTRACT

This contract, made as of the (DATE) (MONTH), (YEAR), by and between Frostburg State University, an agency of the State of Maryland (hereinafter the "University"), whose address is Frostburg, Maryland 21532-1099 and (NAME OF CONTRACTOR), (hereinafter the "Contractor"), whose address is (ADDRESS).

I. CONTRACT TERM

The term of the contract shall begin at (TIME) on (DAY/DATE) and terminate at (TIME) on (DAY/DATE).

II. SCOPE OF CONTRACT

The parties hereby agree to the terms and conditions listed below.

A. LODGING

1. The University agrees to provide lodging accommodations consisting of the following rooms in the following residence hall(s)

Room	Dates	Cost Per Person Per Night
------	-------	---------------------------

2. Room assignments will be made by University conference staff or sponsoring group.
3. Keys will be checked out and in by University conference staff.
4. Check-in time will be no sooner than (TIME/DAY/DATE).
5. Check-out time will be no later than (TIME/DAY/DATE).
6. Above figures do not include sales tax. Sales taxes will be applied on the final bill.

B. FACILITIES, EQUIPMENT, AND LABOR

1. The University agrees to provide facilities to Contractor as follows, during the period of the contract at the following locations:

Facility	Dates	Cost
----------	-------	------

2. The University agrees to provide equipment for use by Contractor as follows, during the period of the contract:

Equipment	No. of Hours	Equipment	Cost
-----------	--------------	-----------	------

3. The University shall charge the following applicable labor costs not covered by provision of basic services provided during the period of the contract:

Type of Labor	No. of Hours	Cost Per Hour	Total
---------------	--------------	---------------	-------

4. The University shall charge the following applicable miscellaneous costs:

None Requested.

C. FOOD SERVICE ARRANGEMENTS

The University agrees to provide food services as follows, utilizing menus as negotiated.

Event	Date	Location	Count	Cost
-------	------	----------	-------	------

1. Above figures do not include sales tax. Sales taxes will be applied on the final bill unless Contractor is considered tax-exempt under current state law and University policy.
2. Board rates are based upon the Contractor's projected number of participants. A reduction in the final numbers could result in an increase in the above board rates.

III. FINANCIAL ARRANGEMENTS

A. CHARGES

The charges for facilities and services listed above are subject to guaranteed head and room count numbers and shall be as follows:

1. The charge for lodging shall be as cited in Section IIA of this contract. There shall be a \$25.00 charge for all lost keys payable by Contractor to the University. Keys not turned in to the University conference staff within 72 hours after check-out shall be considered lost.

2. The charge for facilities and equipment shall be as cited in Section IIB of this contract.
3. The charge for labor and miscellaneous costs shall be as cited in Section IIB of this contract.
4. The charges for food service shall be as cited in Section IIC of this contract.
5. If the Contractor requests additional services, facilities, etc., while on the University's premises that have not been made previously a part of the contract, the Contractor agrees that said requests shall be considered a part of this contract and shall be billed at rates agreed upon by the University and the Contractor in writing as an addendum to this contract.
6. Arrangements for registration, if such a service is needed, will be made directly with the Office of Conferences. The registration fee shall be at a fixed rate of _____ per conference.
7. There shall be a \$10.00 charge for all lost I.D./Meal Cards, payable by the Contractor to the University.
8. Charges for lost linen, payable by the Contractor to the University, shall be as follows:

Blankets	\$25.00
Sheets	\$ 6.00
Pillows	\$ 6.00
Pillowcases	\$ 3.00
Towels	\$ 4.00
Washcloths	\$ 2.00
Wastebaskets	\$ 5.00

B. DEPOSIT

The Contractor shall pay the University a deposit in the amount of (DOLLARS), to accompany a signed copy of this document. Both shall be sent directly to Accounts Receivable at Frostburg State University. This deposit shall be applied to the total bill for facilities, equipment, lodging, labor, food service. Refunds or forfeiture of the deposit will be governed by Section III.F of this contract.

C. Billing

As soon as practical after the completion of the conference, the Office of Conferences and Events will provide Contractor with a statement listing all charges and credits for the conference. Billing should be sent to the following:

Contractor will pay the University for all unpaid charges within thirty (30) days after the receipt of the bill from the University Business Office.

D. FAILURE TO PAY

Contractor agrees that if it fails to pay the charges or any part thereof in accordance with this agreement, or if Contractor violates any other provisions of this agreement, all remaining obligations of the University under this agreement shall, at the option of the University, cease and be terminated upon written notice mailed to the last known address of the Contractor. All amounts owing to the University hereunder which are more than thirty (30) days past due will be assessed at a \$30.00 late fee. In any case, all amounts owing to the University hereunder which are more than ninety (90) days past due shall be subject to a 17% collection charge in addition to the amount previously billed by the Business Office. Contractor shall reimburse the Agency for all collection costs, including professional fees and other expenses incurred in enforcing collection of any and all amounts owing hereunder, whether or not legal action is instituted. In the event suit or action is instituted to enforce compliance with this agreement, including, but not limited to the collection of any sums due and owing, the University shall be entitled to such sum as the trial court may adjudge reasonable as attorney fees to be allowed in said suit or action.

E. GUARANTEE

Contractor will provide the University with guaranteed numbers for lodging and food service no later than ten (10) working days before the earliest date appearing in parts I and II herein. The charges for which Contractor shall be liable will be based on said guaranteed numbers or actual head and room counts, or the amount shown in III.E below, whichever is greater, with the guaranteed numbers for head and room counts subject to the following:

1. Charges will be computed using the guaranteed numbers and head and room counts.
2. The University will only guarantee availability of facilities, food, and lodging for one hundred (100) percent of said guaranteed numbers for head and room counts.

F. CANCELLATION

If the Contractor cancels this agreement prior to the first date appearing in Section I of this contract, the following charges shall apply:

1. Six (6) months or more ... no charges will be applied, with deposit being refunded;
2. Ninety (90) days to six (6) months ... the Contractor shall forfeit in full the deposit paid with this contract;
3. Less than ninety (90) days, and more than thirty (30) days ... the Contractor shall forfeit in full the deposit paid with this contract, and shall be liable to the University for direct costs incurred by the University specifically in preparation to fulfill this agreement;
4. Less than thirty (30) days ... the Contractor shall pay the University a cancellation fee for its lost business opportunity, to be calculated as follows:

participants (most recent documented estim
 x per-diem rate per person (including room, me
 x total days of conference
 + total facilities fees

\$ - = cancellation fee
 - deposit (if any)
 \$ - = cancellation fee

Said fee shall be billed by the University to the Contractor, and shall be payable within thirty (30) days from receipt of said bill.

5. In the event that the University is unable to provide part or all of the facilities or services specified in this agreement, as set forth in Section II herein, the University shall give prompt notice to the Contractor of said inability.

IV. SPECIAL CLAUSES AND CONDITIONS

NA

V. INSURANCE

The Contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, adequate insurance as provided below, such insurance shall include the Contractor and Frostburg State University as insured on the liability insurance policy. A copy of the certificate of insurance, which shows compliance with these requirements, must be on file with the University before conference can commence.

- A. Workers' Compensation - As required by the laws of the state to cover all Contractor's employees.
- B. Owner's, Landlord's, Tenant's, and Contractor's Bodily Injury Insurance, with limits of not less than \$1,000,000. for each person and \$1,000,000. for each accident.
- C. Automobile Bodily Injury Liability Insurance with limits of not less than \$5,000,000. for each person and \$5,000,000. for each accident, and Property Damage Liability Insurance, with a limit of not less than \$1,000,000. for each accident. For all vehicles operated by the Contractor on campus.

VI. INDEMNITY AND DAMAGES

A. Contractor agrees that all participants are under the direct and complete supervision and control of Contractor. As such, Contractor is liable for all damages and losses resulting from participant utilization of the facilities and services of the University resulting from the use of those facilities and services by Contractor and/or its participants. In addition, the terms and conditions of this agreement do not require the University to relinquish its control of its facilities and services to Contractor. The University retains the right to require Contractor, or any of its participants, to leave the University premises if the University feels that circumstances require it. The University assumes no responsibility for loss to personal property of Contractor or any of its participants.

- B. Contractor shall indemnify, release, and hold harmless the State of Maryland,

Frostburg State University, its officers, agents, servants and employees, against any and all liability, claims, demands, actions, or causes of actions for loss, injury or damage to persons or property, including claims of employees of Contractor or its agents, arising out of activities conducted by Contractor or its guests on or in University buildings, properties or facilities. The University assumes no liability whatsoever for any property placed by Contractor in University buildings, properties, or facilities.

- C. Contractor agrees, at the election of the University, to indemnify and hold harmless the State of Maryland and the University and their agents, employees, servants, and officers, with respect to any and all liability including any claims, costs or expenses, damages, judgments, actions, or causes of action, arising directly or indirectly at any time during or after the term of this contract, and which are caused in whole or in part, from the action or inaction of the Contractor's agents, employees, servants, officers, participants or invitees.
- D. The Contractor understands and agrees that University premises and property are fit for use only for the intended purpose(s) of said property and premises. The Contractor agrees to release and hold harmless the State of Maryland and the University, their agents, employees, servants, officers, and invitees from any action or liability resulting from the Contractor's (or its agents, employees, officers, servants, participants, and invitees) improper or unauthorized use of University premises and property.

VII. INTELLECTUAL PROPERTY

The Contractor agrees to indemnify and save harmless the state, its officers, agents, and employees with respect to any claim, action, cost or judgment for patent infringement, or trademark or copyright violation arising out of purchase or use of materials, supplies, equipment or services covered by this contract.

VIII. PROPERTY CONDITION/DAMAGE

- A. The Contractor shall be liable for any damages to University property, including residence halls, and other facilities contracted herein, equipment, and any other associated personal property, that is beyond reasonable and ordinary use and wear and that is caused by the Contractor or any agent, employee, servant, guest, or invitee of the Contractor (collectively, the "User"). Charges for repairs caused by the User shall be billed to the Contractor.
- B. The University shall not be liable for property damage sustained by User. User assumes all risks of loss or damage to property.
- C. The University makes no representations as to the suitability and fitness for use of any University equipment used by the Contractor under this contract.

IX. UNIVERSITY REGULATIONS

Contractor is required to adhere to all University policies, regulations, guidelines and all local, state, and federal laws concerning health, safety, and public order. Failure to comply with these regulations may result in forfeiture of the privilege of using University facilities and services or termination of this agreement pursuant to Section XI hereof. University regulations include but are not limited to the following in University buildings and on University property.

- A. Male and female guests may share floors but have separate bathroom facilities. Shared rooms are reserved for married couples or occupants of the same sex.

- B. All individuals will abide by Maryland law, federal law, and University regulations regarding intoxicants, narcotics, and drugs.
- C. Firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials are not allowed within the residence halls or buildings or the grounds.
- D. Bicycles are not allowed in student rooms, study rooms, or stairwells.
- E. Animals are not allowed in any location in the residence halls or dining room.
- F. Hot plates or similar appliances are not permitted in rooms nor is any type of cooking allowed in any room except kitchen areas.
- G. Remodeling or renovating of rooms or furniture, tampering with the electrical or mechanical fixtures in the rooms, placement of antennas out of the windows for radios, television, etc., and removal of or addition of furniture is not permitted without prior permission from the residence hall director and approval from conference staff.
- H. Attaching any object to any University premise by nail, screw, or alteration of the premises in any manner whatsoever is not permitted.
- I. Parking in the service or fire lanes adjacent to the residence halls is not allowed. Parking on sidewalks is not permitted. However, in special circumstances, an individual may request in writing an exception to the policy. Written approval must come from Physical Plant and Public Safety must be notified. Parking on the grass/lawn areas is not allowed.
- J. Tampering with or removal of windows or window screens from any part of any building is prohibited.
- K. Tampering with the fire system or fire fighting equipment is prohibited.
- L. Removal of lounge or common area furniture into individual rooms is not allowed without prior permission from the residence hall director and from conference staff.
- M. The use and unlocking of common area doors which are to be continuously locked or unlocked at specified periods of time is not allowed. All external doors except the front door are to be locked at all times.
- N. Gambling or solicitations in any form is prohibited.
- O. Rules and regulations governing minors and information on the University health center services are listed under separate cover.
- P. The Contractor agrees to conduct no collections or solicitation for funds, whether for charity or otherwise, without prior written consent of the University.
- Q. The Contractor agrees to conduct or permit no activities in or about the University property in violation of federal, state, local, or University laws and to take all appropriate action to enforce this provision. The University, may in its discretion, require any person violating such laws and/or regulations to vacate the premises. The Contractor shall insure

that any such person who is an agent, employee, servant, guest, or invitee of the Contractor vacates the premises in a peaceful and timely manner.

- R. Contractor agrees to comply with all statutes and ordinances relating to public assembly facilities, public events and performances, including but not limited to those imposing taxes and license fees. The Contractor warrants that all copyrighted or patent material, composition, work or device to be performed or used has been duly licensed or authorized by the copyright or patent owners or their representatives, and agrees to indemnify and hold harmless the University, State of Maryland, and its employees and officials from any and all claims.
- S. Contractor agrees not to sponsor, permit, or allow lewd or indecent activities on the University property.
- T. Except as otherwise permitted by this contract, the Contractor agrees to conduct no sales of items or services of any kind including, but not limited to, concessions, refreshments, and printed programs without the expressed written consent of the University.
- U. The Contractor agrees to take all reasonable steps to prevent or minimize any interference with other programs, functions, or activities of the University and its environs which may arise in the course or as a result of the Contractor's permitted use.
- V. The University reserves the right to eject any unruly, disruptive or objectionable person from the University's property and to refuse admission to any person, all without any liability on the part of the University to the Contractor.

X. UNIVERSITY RIGHTS

The University may exercise the following rights:

- A. To enter any room for the purpose of inspection, repair, or emergency.
- B. To re-assign residence within a residence hall, after timely notification, in order to accomplish necessary repairs and renovation to the building.
- C. To revoke the campus privileges including residency in or utilization of any of its buildings of any occupant whose conduct, solely in the University's opinion, becomes injurious or potentially injurious to the University community.
- D. Authorize or disallow the transportation or location of any material, equipment, or apparatus brought onto campus.

XI. PARENTAL RELEASE

By signing this contract the Contractor certifies that it has in its possession a medical release for hospital and/or physician treatment signed by at least one parent or legal guardian for every minor child unaccompanied by a parent or legal guardian associated with the Contractor either as a participant or staff member.

XII. CURTAILMENT

In the event that University buildings, property, or facilities shall be destroyed or substantially damaged by fire or other casualty, or in the event other circumstances render the fulfillment of this agreement impractical or impossible, Contractor shall be obligated to pay the fees herein above stipulated only for those services, activities and events which shall have occurred prior to

said casualty or circumstances. Contractor hereby waives any claim for damages or compensation resulting from fire, casualty, or circumstances causing curtailment of this agreement.

XIII. TERMINATION OF CONTRACT

- A. Termination for Default -- If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision in the contract, the University may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon to the Contractor and the acts or omissions relied upon as cause for termination. The Contractor shall pay Frostburg State University fair and equitable compensation for performance of the contract as specified in Section III.E of this contract. The Contractor will remain liable after termination and the state can affirmatively collect damages.
- B. Termination for Convenience -- The performance of work under this contract may be terminated in whole or in part, by the state in accordance with this clause whenever the state shall determine that such termination is in the best interest of the state. The state agrees to pay all reasonable costs associated with the termination of the contract. The Contractor shall not and will not be compensated or reimbursed for any anticipatory profits that have not been earned up to the date of termination.

XIV. ASSIGNMENT

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XVII. MARYLAND LAW PREVAILS

The provisions of this contract shall be governed by the laws of the State of Maryland.

The Contractor hereby represents and warrants that:

- A. It shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its activities and obligations under this contract.
- B. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this contract.

XVIII. NON-DISCRIMINATION IN EMPLOYMENT

(Title)

Date _____

Frostburg State University

By: _____
(Procurement Officer)

R. DINING SERVICES

INTRODUCTION

The University provides to the campus and community, through a contractual agreement with a private food service contractor, a wide range of services: meals for resident students; cash sales in the Lane Center and Chesapeake Hall; and special catered events and activities.

I. BOARDING OPERATION

A. Meal Plans for Residence Hall Students

The University's resident dining operation is based in Chesapeake Hall, the campus dining facility. All students electing to live in a residence hall must purchase one of the following meal plans (Note: Any student living off-campus may also purchase one of these meal plans):

Gold Unlimited Plan:

The most flexible, premiere plan allows students to eat as often as they wish in Chesapeake Dining Hall. Gold Unlimited customers may even enter as many times each meal period as they wish! This plan includes \$200 Bonus credits, each semester, to be spent as cash in any dining service location. A final exam treat basket and campus coupon entertainment book is included with this plan. This plan gives the best value for your dollar!

Silver 19 Plan:

This plan permits the student to eat any 19 meals, per week, in Chesapeake, and to spend \$100 per semester in Bonus credits in any dining service location. This plan includes a welcome goody bag, final exam treat basket, 10 guest passes per semester and higher exchange rates.

14 Bonus Plan:

This plan permits the student to eat any 14 meals, per week, in Chesapeake, and to spend \$100 per semester in Bonus credits in any dining service location.

12 Bonus Plan:

Eat 12 meals weekly in Chesapeake and spend \$250 in Bonus credits (per semester) in any dining service location.

10 Bonus Plan:

Dine 10 times weekly in Chesapeake and spend up to \$75 per semester in Bonus credits.

10 Straight Plan:

This is the economy meal plan: eat any ten meals in Chesapeake weekly, without any Bonus credits.

Meal Plan Extras:

Bonus credit dollars may be spent in any University Dining Service facility (including the concession stands and No-Frills Catering). The only place you might not be able to use your plan will be occasional food stands on campus (cash only, please).

Students using Bonus credits save a minimum of 5% on all retail purchases; these credits are exempt from sales tax.

Resident contract customers receive three Guest Meal passes which may be used anytime, any meal plan, during the semester to host friends or family members into Chesapeake without additional charges.

All Bonus credits not spent during the first semester will "roll-over" to the second semester, provided the meal plan holder is still on one of the Resident plans with Bonus credits. No unspent Bonus money will be returned to the student at the end of either semester.

B. Meal Plan Selection

Meal plans are selected as follows, depending on a student's status:

1. Returning students (those presently on a board plan and living in a residence hall, and who plan on continuing to do so the following semester):

Selection forms are available at the cashier's station in Chesapeake Hall and at the University and Student Billing Office in early November for the following spring semester, and in early April for the following fall semester. If the student does not turn in a request to change his/her plan, he/she keeps the same meal plan that is presently being used. The University charges the student for his/her original meal plan choice every semester unless notification is received that the student wishes to change plans.

2. Students who are new to residence hall living (freshmen, transfers, upperclassmen moving on-campus):

Unless otherwise notified through submission of the form received with the contract, the student is billed for a 14 Bonus Plan. The student has the opportunity to change the plan in early November for the following spring semester and in early April for the following fall semester. All procedures for returning students related to subsequent meal plan choices apply for new students as well.

C. Meal Cards

Access to the dining hall is provided by a "Special Teams" control system, which is activated by a coded magnetic stripe on the back of the student I.D. card. As a result, the meal card and I.D. card are one and the same. The I.D. card also provides access to a "Bobcat Express" account and to the "Bonus Credit Dollars" program. Please note the following policies regarding use of the identification card in the dining hall:

1. The student's meal card must be presented to the checker at each meal. The checker then inserts the card into the card reader for verification. If a student does not have his/her meal card, he/she must pay cash at the door. Refunds for cash paid at the door are made only upon presentation of a receipt for the purchase of a new meal card. There are no exceptions to this.
2. If a student loses his/her I.D. card on the weekend, it is to be reported to the Dining Services manager on duty immediately. I.D. cards are replaced as per the policies outlined in the "University Identification Cards" section.
3. Dining Services management reserves the right to confiscate any I.D. card that has been loaned by the original bearer to another individual for use in obtaining meals.
4. I.D. cards are invalidated at the end of each semester and are not revalidated for access to the dining hall until such time that all financial arrangements are made with the Business Office for the current semester.
5. If a student moves off-campus, the magnetic coding on the I.D. card remains (allowing access to a "Bobcat Express" account), but entry into the dining hall on any basis other than cash or the "Express" account is barred.
6. The meal card entitles the student only to the amount of food that can be consumed within the dining hall. Removal of food, beverages, equipment or supplies from the dining hall is not permitted, nor is the filling of personal cups, mugs, coolers or backpacks.

D. Special Diets

The University's Dining Services can reasonably accommodate special diets as prescribed in writing by a physician. All such requests should be submitted to

the Director of Dining Services. Each case is considered separately through consultation with the student and will possibly require discussions with the student's physician to ascertain the scope of limitations of food types.

E. Student Conduct in the Dining Hall

The University wishes to maintain an atmosphere in the dining hall conducive to pleasant meals and conversation. Any student alleged to have instigated, initiated and/or participated in disruptive behavior in the dining room will be referred to the Judicial System. If the person(s) is found guilty of instigating or initiating such disruptive behavior, the person may be suspended from the University. Students found guilty of participating in, but not initiating or instigating, such behavior will be subject to disciplinary action including the possibility of suspension. Dining hall privileges may be denied, at the recommendation of the Director of Dining Services and in consultation with the Assistant Vice President for Finance, to students who have been referred to the Judicial System and are awaiting their hearing. In addition, said privileges can be temporarily revoked and dining cards withheld if the infraction, in the opinion of the Director of Dining Services, requires immediate eviction and barring from the dining hall until such time that the situation is rectified, either through meetings with the Director of Dining Services or through appearance at a judicial hearing.

F. Traveler Meal Plans

1. These plans offer four options designed specifically for non-residence hall students in a combination of meals (to be eaten only in Chesapeake Hall) and points (cash) to be spent in any dining service location.
2. There is no limitation on the amount of meals or points to be used within any meal period (or time period); all meals within the meal portion of the meal plan may theoretically be used within a week.
3. Travelers' meal plans are non-refundable and must be used during the semester of purchase. Unused money will not be carried over to another semester.
4. A student may purchase more than one travelers' plan in a semester.

II. ADVERTISEMENTS

Bulletin boards in both entries of the dining hall are for the primary use of students and student organizations. Any advertisement advocating the use of alcohol or excessive

alcoholic consumption will not be allowed and will be removed. All signs should be limited to the bulletin boards only and should not be placed on the glass or brick surfaces. Signs and posters should not cover any previously posted. The food service management reserves the right to remove any such signs.

All table tents and flyers must be approved by food services management in advance of duplication. There will be a maximum of two table tents/flyers per meal. All rules regarding the advertising of alcoholic beverages will apply.

All advertising is limited to the outer entries and bulletin boards. No posters are allowed on interior dining room walls.

The dining hall management complies with University policies regarding the advertising of alcohol-related events.

III. PLEDGING/RITUAL ACTIVITIES

No pledging or ritual activities of any sort are permitted in the dining room.

IV. GUESTS

Guests may purchase any meal in the dining hall. Per-meal cash rates are posted. Guest meals may also be paid by a student's "Meal Plan Plus" account or through the "Bobcat Express" program (if the student has opened an account).

V. MEAL TIMES

Meal times are posted in the dining hall. Students who report for meals following the announced meal times will not be served. The dining rooms close one-half hour following the end of the announced serving time. All students must clear the dining rooms prior to this time.

VI. MENU LINE

A pre-recorded menu line lists the menus for each day; dial 689-4775.

S. FACILITIES/OFF-CAMPUS RESERVATIONS

INTRODUCTION

Off-campus organizations reserve campus facilities through the Office of Conferences and Events located at Hitchins 126 (x4020). Other offices on campus must contact the Office of Conferences and Events when they are approached by off-campus organizations seeking to reserve campus facilities.

I. PROCEDURE

The group/individual contacts the Office of Conferences and Events to request the facility. The Office of Conferences and Events then checks with the scheduling system at <http://www.frostburg.edu/admin/roomres> as to the availability of the requested space. The Office of Conferences and Events then completes the reservation forms, work orders and audio-visual requests as necessary.

II. BILLING

- A. Off-campus groups are billed on a conference billing form within 30 days after the event.
- B. Facility charges will be increased by 25% during scheduled shut down periods (semester breaks, spring recess, etc.) with the option that the President may waive the increase if the organization of the function is in the best interest of the University.
- C. Any set-up requiring extra labor and rental of equipment is charged on an actual cost basis. These charges are calculated and shared with the client prior to the event.

T. UNIVERSITY IDENTIFICATION CARDS

INTRODUCTION

The University's I.D. Office is located in the south entrance of Chesapeake Hall (directly across from Cambridge Hall). Regular office hours are 8:00 a.m. - 4:30 p.m. Monday through Friday with extended hours for the beginning of Fall and Spring semesters. Students should direct all inquiries to this office (x4196).

I. POLICY

University identification cards are issued to all students when they first enter Frostburg State University. Students should carry their I.D. cards at all times and should be ready to surrender their cards upon request of any University official (includes Dining Service management). Many university facilities (e.g. Lane Center, Library, P.E. Center) require I.D. cards to be presented for admission to/for their respective facilities/services. The I.D. card does not serve as proof of birth date. The I.D. card is the means to access "Bobcat Express" program, which is explained in detail under the heading "Bobcat Express" Program.

II. IMPLEMENTATION

The I.D. card serves as a meal card for boarding students and also for commuter students who have purchased the "Traveler's Meal Plan".

If a student moves off campus, he/she will keep the same I.D. card. The resident dining plan will be inactivated and access to the Dining Hall will be via "Bobcat Express", through a "Traveler's Meal Plan" or cash at the door.

The University will replace I.D. cards that, in the opinion of the I.D. Office, has disintegrated because of normal wear and tear. The right is reserved, however, to charge a \$20.00 replacement fee for any card that appears to have been tampered with or abused.

If a card is lost or stolen, students should follow the procedure below:

- a. Lost or stolen cards are reported to the I.D. Office immediately by phoning 301 687-4196 during regular business hours or by contacting any cashier on campus. The card will be "frozen" and the account cannot be accessed.
- b. A replacement fee of \$20.00 can be paid at the Business Office in Pullen Hall or in the I.D. Office with cash, check or Bobcat Express. If paid in the Business Office a receipt will be given to take to the I.D. Office or when payment is made in the I.D. Office, a new card will be issued immediately.
- c. If the lost or stolen card is also used as a meal card and it is after regular business hours, the loss must be reported immediately to any dining hall cashier or contact the dining hall

manager. A lost card can also be inactivated through the online card office.

- d. The replacement fee is a nonrefundable fee. If a new card is issued and the original card is found or returned, it will be kept on file and will be made available if the replacement card is lost, stolen or damaged.

III. MEAL PLAN RECONCILIATION

- a. Meal plan reconciliation is done each semester with the Bursar's Office in order to guarantee accuracy in accounting. Also, those who withdraw from the University must be removed immediately from the system and accuracy with the Bursar's Office is necessary.

IV. DEPOSIT OF FUNDS COLLECTED BY THE I.D. SERVICES OFFICE

- a. Lost card payments that are made in the ID Services Office and the receipts are kept in a locked moneybag and kept in a locked file cabinet. On Friday of every week, University Police pick up the moneybag and take it to the Bursar's Office for counting and depositing.
- b. Load Centers are locations on campus used for Cash to Card payments for Bobcat Express. These Load Centers are emptied at the end of the month and counted, reconciled with reports from the system and University Police pick up the moneybag and take it to the Bursar's Office for counting and depositing.

U. VENDING

The responsibility for vending contracts resides with the Director of the Bookstore and I. D. Services and the Associate VP for Finance.

Frostburg State University sends Requests for Proposals (RFP's) to contractors to provide/service/operate beverage vending and snack vending machines on the Frostburg State University campus. The contractor then is awarded a contract and operates vending machines for the purpose of selling food products, nonalcoholic beverages and such other products as Frostburg State University may authorize in writing from time to time, provided that the scope of the operation be modified by mutual agreement between the parties.

The contract period is set and is awarded by mutual agreement between the parties, and may be extended for additional time in one-year increments. The contractor maintains and operates in a courteous, efficient and orderly manner, and in conformance with all applicable building, health, sanitary, and other laws and regulations. Contractor provides all required licenses and permits and pays all required fees, taxes and other charges. The contractor uses reasonable care in the use of their assigned space, and upon termination of the contract will yield the space in as good a condition as when received except for normal wear and tear.

Exclusive rights have been given to the contractor to install and operate vending machines on the campus. The University gets paid a percentage of the monthly-adjusted gross sales as a commission. Payment is made by check, accompanied by a detailed explanation of sales and commissions. Other fees and commissions are sometimes required by the University and are made in writing and agreed to by both parties. The contractor maintains accounting books and records in connection with the contract and must be satisfactory to the University.

Sales prices of items sold by vending machines are subject to approval the University. The contractor and the University on a quarterly basis review prices during each year of the contract. No price increases for products are enacted during the middle of the academic year; all price adjustments are done at the semester breaks. Justification to price increases are made to the University in writing and contain sufficient rationale for the change.

V. PHYSICAL PLANT DEPARTMENT

MISSION OF THE PHYSICAL PLANT DEPARTMENT

Provide the physical environment, utilities and support services necessary to conduct teaching and service activities through professional management of the design, construction, maintenance, operation, and repair of the buildings, grounds, and infrastructure of the University.

INTRODUCTION

The Physical Plant Department is located in the Stangle Building (x4125). This department is responsible for establishing and carrying out University policy regarding maintenance. The Physical Plant Department receives funding to provide authorized levels of service to the University. These funds are budgeted to cover the operating costs of structures and utilities, general building maintenance, grounds maintenance, housekeeping, and cleaning services.

The principal objective of the Physical Plant Department is to provide effective support services to the Frostburg State University community. The purpose of this manual is to explain the procedures to be followed to obtain these services.

Suggestions or questions concerning policies or objectives of the Physical Plant Department should be submitted to the Director of Facilities (x4896).

I. HOUSEKEEPING

Services in the Housekeeping Department include office and building Cleaning, sanitation and extermination and pest control services.

A. Housekeeping services are broken down as follows:

1. Routine Cleaning and Maintenance:

Daily/weekly cleaning services consisting of emptying trash cans, light dusting, mopping/vacuuming traffic patterns, cleaning and/or restocking restrooms and changing light bulbs.

2. Emergency Cleaning Services:

Cleaning emergencies include flooded restrooms, and/or slippery conditions caused by water, etc. To obtain emergency services during daylight hours, Contact the Plant Office at (x4125) after hours you must Contact University Police (x4222)

3. Periodic Cleaning Services:

Services provided quarterly, semiannually or annually. These services consist of cleaning windows, stripping/refinishing floors, washing walls and partitions, carpet shampooing, etc. All requests for special cleaning services should be submitted to the Executive Housekeeper (x4131).

4. Additional Cleaning Services:

Housekeeping services requested by the University or external entities to support special events or conferences.

5. Housekeeping Complaints:

Should the quantity, quality, or timeliness of the housekeeping services performed be unacceptable, the Assistant Director of Physical Plant for Housekeeping (x4044)

B. Exterminating and Pest Control

Routine services are provided monthly on campus in all residence hall restrooms, storage areas, public areas, vending areas, and all areas of the Student Activity Center. Offices and classrooms are serviced upon request. Provisions are made for special treatment services in the residence halls two times per year. Pest control in Chesapeake Dining Hall and the Lane Center is the responsibility of the food services vendor. Emergency calls are handled through x4125.

II. PHYSICAL PLANT FISCAL CLERK

This department provides a number of services, including requisitioning materials and maintaining fiscal records for the Physical Plant Department, maintaining inventories for specified budget items including the motor pool inventory and administering the work order control system. Services in this department fall under the control and management of the Director of Facilities.

A. Work Orders

1. Work Order Institution:

Requests for work may be made by any student, faculty, or staff member of the University. However, all Work Order Forms must be submitted through an academic or administrative office and must be signed by the Department Head or designated administrator. Requests for work from students must be submitted through the Residence Life Office. No work orders will be accepted from individuals without approval.

2. Telephone requests:

Phoned-in requests for work during working hours are only accepted by the Physical Plant Department from an academic or administrative office. Faculty must report through their departmental office and students must report to the Residence Life Office for work to be done in Residence Halls. All phoned-in requests must be followed by a Work Order Form noting the fact that the work order was previously called in.

3. Emergency Work Requests:

All work requests which originate on weekends or between 3:30 p.m. and 7:00 a.m. that require immediate service are requested through Public Safety (x4222) or through the Residence Life Office (x4121). These requests should be followed up with a written work order.

4. Work Order Forms:

Work Order Forms ([Exhibit A](#)) can be obtained by faculty and administrators from their departmental secretaries. Packages of Work Order Forms can be requested from the Physical Plant Department (x4125).

5. Work Order Routing:

When an appropriately signed Work Order is received, it is reviewed and entered into our computerized preventive maintenance system. The work order is then assigned to the appropriate maintenance shop. Priority of jobs is the responsibility of the Assistant Directors. Upon completion of a job, the individuals who performed the work sign the form and return it to the fiscal clerk with the following: 1) materials used; 2) cost of materials; 3) number of hours worked per person.

III. MAINTENANCE AND OPERATIONS

This departmental division is responsible for the planning, organizing, staffing, controlling, and direction of a group of skilled tradesmen whose objective is to provide a well-maintained, comfortable, and aesthetically pleasing campus facility.

Some specific maintenance responsibilities of this group are the installed service systems and related equipment, such as plumbing (water and sewer), heating, ventilation, air-conditioning, and electricity. They are also responsible for energy management and energy conservation

related to these utilities distribution systems. Additional duties include carpentry, painting, lock/key control, glass/screen repair, clock repairs, roof repairs, asbestos abatement, motor pool maintenance, and certain aspects of the fire/security alarm system, grounds maintenance which includes the upkeep of all existing lawns, athletic fields, shrubbery, gardens, walkways, outside garbage containers, cigarette butt containers, parking lots, sidewalks and roadways. If there are any concerns regarding the quality of work or any other problems contact the Associate Director of Physical Plant (x4043)

This department is also responsible for developing and administering some contracts regarding building maintenance and operations.

A. General Building Maintenance

General building maintenance includes preventive maintenance, corrective maintenance, and all operational aspects involved in maintaining buildings in a safe, comfortable, and attractive environment.

1. Preventive Maintenance:

Work performed on a periodic basis to minimize deterioration while maximizing the performance and dependability of buildings and the equipment servicing the buildings.

2. Corrective Maintenance:

Work performed to correct any component of a building that is missing or in disrepair. Some common examples include ceiling tile replacement, door adjustments, electrical and plumbing problems, heating and cooling problems, broken glass, etc.

3. Operations:

Work performed to maintain the daily operational aspects of a building. This includes maintaining interior temperatures at comfortable levels and providing adequate lighting.

If there are problems concerning general building maintenance in your work area, you can obtain service by submitting a work order to the Physical Plant Department. In the event of an emergency which requires immediate attention, call x4125. If the emergency occurs after regular work hours, call Public Safety (x4222).

B. Garage

The vehicle maintenance shop is responsible for the maintenance and repair of all State vehicles and grounds equipment assigned to Frostburg State

University. Routine maintenance encompasses scheduled servicing and minor repairs that are needed. Non-routine repairs are any repairs which take the vehicle out of service, other than at its scheduled time. No work of any type is permitted to be performed on privately owned vehicles. They also handle sanitation pick-up and limited driving services.

If you believe that any of the State vehicles are in need of Maintenance or repair, contact the Associate Director of Physical Plant (x4043)

C. Clock Maintenance

Maintaining the clocks in proper working order and at the correct time is the responsibility of the Engineering Maintenance Chief. If you should encounter any problem regarding the clocks in your work area, contact the Engineering Maintenance Chief (x4330).

D. Locksmith Services

This section is currently under review.

IV. PLANNING AND CONSTRUCTION OFFICE

This department handles capital projects and other special projects regarding buildings and grounds. This includes developing programs, developing contracts, preparing specifications, drawing up plans, and administering these contracts, among other responsibilities. The Assistant Director of Facilities for Planning and Construction (x4895) can be contacted to answer any questions regarding these projects.

V. PROCUREMENT

The Physical Plant Department is responsible for procuring maintenance service, construction, construction related services, and energy performance contracts, as well as leases of real property. The department also facilitates the procurement of architectural and engineering services. These procurements are handled by either the Director of Facilities or the Assistant Director of Facilities for Planning and Construction.

VI. CHARGEBACK PROCEDURES

The department charges using entities for services in accordance with the University's Charge Back policy. Typical services for which charges are assessed include:

- Work in auxiliary buildings
- Conference and special event support services
- Intercollegiate athletic support services
- Support service provided to student organizations
- Airport runs for campus offices
- Material pick-up and delivery services

The above list is not all-inclusive.

FROSTBURG STATE UNIVERSITY

Physical Plant Department

EXHIBIT A

WORK PERFORMANCE REQUEST

(one job or trade per order)

125131

Date _____ Building _____ Floor _____ Room No. _____

Location _____

Party reporting _____ Telephone No. _____

Description of job _____
(Be Specific)

Sketch if Necessary

Requested by _____ Position _____

Approved by _____
(Signature of Department Head or Administrator Only)

Budget OK for materials on new or additional work: _____

NOTE: The Department Head or Administrator must issue and sign all work order forms. These pre-numbered forms will be supplied by the Physical Plant Department. The last copy may be retained by the Department Head. All other copies must be forwarded to the Physical Plant Department. Please do not destroy any pre-numbered forms. Simply void it and return to Physical Plant.

THIS SECTION FOR RESIDENCE LIFE OFFICE USE

CHARGES:

A. _____ General Housing B. Bill to _____

C. _____ This amount will be deducted from Housing Deposit

THIS SECTION TO BE COMPLETED BY PHYSICAL PLANT DEPT.

Date received _____ Approved by _____

Assigned to (Shop): _____ Priority: _____

Remarks: _____

Equipment Number: _____ Account: _____

PP-3/9-70

W. UNIVERSITY POLICE

INTRODUCTION

The University Police are located at Police Headquarters on University Drive. Emergency contact may be made at x4222; non-emergency contact may be made at x4223.

The Department of Public Safety was reorganized on September 1, 1999. This reorganization separated the University Police and the Safety Office, which was transferred to Human Resources. The Police Department is authorized under the authority of Section 13-201 of the Education Article, Annotated Code of Maryland, and is analogous to a local police department, but with a distinct and specialized mission.

MISSION STATEMENT

The University Police Department is a service organization that works cooperatively with other University departments, external agencies, and the campus community to create a safe and secure environment in which others may work, study, learn and live. Many of its services are proactive and contribute to the part of the university education that occurs outside of the classroom. The University Police Department recognizes the special clientele and sensitivities of a university campus and fulfills its responsibilities accordingly.

I. OPERATIONAL POLICY

The University Police Department is operationally guided by the Police Policies and Procedures Manual of the Board of Trustees of the State Universities and Colleges (July, 1984) and the special orders of the Frostburg State University Police Department. The Manual pertains, even though the Board of Trustees no longer exists. Additional guidance comes from the decisions of the courts, legislative mandate, opinions of the Attorney General and consultation with University administrators.

II. FUNCTIONS

A. Patrol Section

University police officers prevent and detect criminal activity and respond to any emergency situation on an around-the-clock basis, every day of the year. Patrol personnel are responsible for the safety and well-being of everyone who comes to campus, as well as the protection of the property of the State of Maryland and the personal property of the campus community.

B. Protective Services

Police personnel provide protective services at large gatherings, VIP or other high visibility events, or in short-term, high-risk situations where the protection of valuable assets is necessary. Persons or departments wishing to arrange for special services should do so by contacting the Operations Officer in writing a minimum of ten days prior to the need.

C. Specialized Services

Individual officers have received advanced training in certain content areas and further the department's educational and prevention efforts. Officers are available for either formal programming or simply informal advice. Requests for programming should be submitted to the Operations Officer a minimum of ten days prior to the need.

D. Investigations

The Frostburg State University Police Department has the primary responsibility for the investigation of most criminal activity on campus. For an investigation to be successfully concluded, there are two important aspects of citizen involvement: 1) crime must be reported immediately, 2) the crime scene must not be disturbed. In most instances, a patrol officer will take the initial report and conduct the preliminary investigation. If an in-depth investigation is required, the University Police will provide support to the investigating officer.

E. Traffic and Parking Enforcement

The University Police Department is responsible for parking and traffic enforcement and control. Student labor is authorized to assist in parking enforcement. Parking regulations are developed by the Administrative Services Committee and are published annually and distributed with each parking permit. Moving equipment and other motor vehicle regulations are specified in the Annotated Code of Maryland, Transportation Article. Special parking requests should be brought to the attention of the Parking Supervisor as well in advance as possible. Motor vehicle accidents should be reported for immediate investigation. In minor accidents, the role of the police is limited to assisting drivers in exchanging the information required by State law.

III. EMERGENCY PROCEDURES

A. Medical Emergency

All medical emergencies should be reported to

University Police for first-aid and evaluation. In most cases, it is preferable to have the patient evaluated by an officer prior to calling for ambulance assistance. In severe or life-threatening emergencies, however, it is acceptable to call Civil Defense directly (9-911) and then call University Police (x4222). In either case, the caller should give his/her name, the exact location where help is needed and as precise a description of the problem as possible. The caller should remain on the line until the dispatcher instructs him/her to hang up. If personnel are available, they should be posted to hold elevator doors, direct emergency personnel to the victim and keep any bystanders back. University police officers are trained as first responders or higher and will conduct a primary survey and render first aid until ambulance personnel arrive.

B. Crime in Progress

If a crime in progress is witnessed, University Police should be notified immediately at x4222. The name of the caller, nature and exact location of the crime should be reported, as well as a description of the perpetrator and whether a weapon or vehicle is involved. The caller should not hang up until instructed. Physical description is according to the following protocol: name; race; sex; height; weight; age; facial hair; eyes/eyeglasses; speech; scars, marks or tattoos; direction of travel. Clothing description is extremely important in the first few minutes after the crime. Vehicle description is as follows: make; model; color; year; style; license number and state; dents/marks/unusual characteristics.

C. Fire

Actual or suspected fires should be treated as emergencies and immediately reported at x4222. Additional fire information and procedures may be found in the safety section of the Human Resources chapter.

IV. AUXILIARY SERVICES

A. Uniform Crime Reporting

Frostburg State University participates in the Uniform Crime Reporting (UCR) program. This national program provides data to law enforcement personnel, criminal justice researchers and other interested parties. Therefore, the crime statistics for Frostburg State University are matters of public record.

B. Drug Free Workplace

The Police Department supports the policy of the University of Maryland System and the procedures of

Frostburg State University with regard to the concept of a drug-free workplace. Persons wishing to report the possession, use or sale of controlled substances should contact University Police.

C. Facility Inspection

Each building on campus is inspected monthly by a University Police Officer acting in a public safety capacity. During that inspection, basic safety, fire and accident prevention checks are made. Any safety deficiencies noted between inspections should be reported to the officer on duty in the University Police Office (x4222).

D. Night Assistants

Student employees are assigned in teams of two to act as additional "eyes and ears" of the police officers. Their primary focus is the residence halls. Questions or comments concerning the Night Assistants should be directed to the Assistant Director of Residence Life, who administers the program.

E. Lockouts

Faculty or staff locked out of their offices will be assisted at the first available opportunity. Students locked out of their residence hall rooms should contact residence life staff. Assistance is also given to anyone who is locked out of a vehicle, providing that the vehicle is on campus, a release is signed and the vehicle does not present any special risk, e.g. vehicles with electronic door locks are subject to fire if the unlocking tool creates a short circuit. These services may be obtained by calling x4222.

F. Emergency Messages

The Police Department will deliver emergency messages that it receives. To avoid disruption to classes or other activities, the desk officer may inquire to assure that the emergency is legitimate.

G. Fingerprinting

Fingerprinting is often required for a variety of non-criminal purposes. Persons wishing to be fingerprinted may do so by contacting the University Police. Normally, the person wishing to be fingerprinted is supplied with the appropriate fingerprint cards by the requiring agency. This service is available Monday through Friday, 8:30 a.m. - 4:00 p.m. Appointments are required.

H. Weapons Storage

Student weapons are stored at University Police Headquarters according to the provisions stated in the Pathfinder. Additional restrictions on the types of weapon that may be possessed are stated in the Code of Student Conduct.

I. Information and Switchboard

The University Police service desk is the central point for information and communications.

J. Escorts

Persons wishing escorts from point to point on campus, will be accommodated at the earliest possible opportunity. These services may be requested through the University Police at x4223.

K. Vehicle Reservation

Fleet vehicles may be reserved by contacting the University Police Department either by e-mail (cars@frostburg.edu) or by telephone (x4205), indicating the date(s) needed and destination. Vehicles are issued or denied according to University vehicle usage policy, summarized as follows. The Admissions Office will be given priority consideration for two cars, the Education Department will be given priority for one car, and priority will be given for two cars for instructional purposes outside the Frostburg/Cumberland area. Use of state vehicles for professional development activities will be of lower priority than instructional use and normal University business, but of higher priority than travel in the Frostburg/Cumberland area. Reservation of vans is treated the same as the reservation of cars. Only non-student employees may check out state vehicles.

L. Driver Clearance

The driving records of faculty and staff employees are routinely monitored by the Motor Vehicle Administration and the addition of points to an employee's driving record is automatically reported to the University. Faculty or staff with six or more points may not operate a state vehicle. Students are not automatically monitored. A student wishing to be cleared to operate a state vehicle must fill out a request form, obtain a faculty signature and submit the form to University Police at least two weeks prior to the date when the operation is planned. Once cleared, a student's authorization remains in effect until August 15 of the following year, or until cause exists to revoke the authorization. A student driver must either be licensed in Maryland, or be licensed by a state that has reciprocity with Maryland for student driving privileges, and must have no points against his

or her license. Reciprocity for non-resident students
Maryland does not exist with Florida, Wyoming,
Nebraska, Indiana, Hawaii and the District of Columbia.

X. PARKING APPEALS

I. ON-CAMPUS APPEALS

A. Committee Members

The Committee consists of the Chief of Police (chairperson), a student from the Student Government Association, a faculty member, a member nominated by AFSCME, and an administrative staff member. The chairperson is non-voting, except in case of a tie.

B. Meetings

Meetings during the current year are held when needed, usually bi-weekly. This is a decision reached by the current Committee.

C. Parking Appeals

The Administrative Appeal Form [\(Exhibit A\)](#) is date stamped upon receipt.

All tickets are held for five days before being forwarded to the Business Office. Tickets appealed within five days are held in the Police Department until the appeal is heard.

A Parking Appeals Pending List [\(Exhibit B\)](#) is maintained and updated for each meeting. Copies of this list are made for each member of the Parking Appeals Committee for use at the meeting as a tally sheet. Immediately following the Committee's meeting, a final tally sheet is produced, indicating "Grant" or "Deny".

The final decision of the Committee is indicated on the Parking Appeals Pending list by the Chairperson. Disposition is made by an entry into the parking citation software.

A copy of the Parking Appeals Pending List is maintained in the parking appeal file (labeled by date of Committee meeting).

A letter is sent to District Court in Cumberland, Maryland to request that tickets be voided as decided by the Committee [\(Exhibit C\)](#).

A letter is sent to each person requesting an appeal, indicating the Committee's decision--one letter advising of denial of appeal [\(Exhibit D\)](#), or one to advise that the appeal was granted [\(Exhibit E\)](#).

Summer Appeals are heard by the Chairperson only, following precedent of the full committee.

In September, individuals are selected to serve on the Parking Appeals Committee for a period of one year.

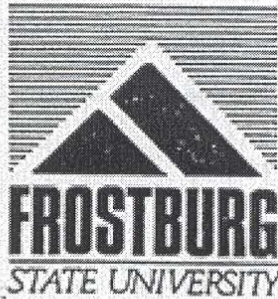
Any problems with parking policies are referred to the Vice President for Administration and Finance.

II. APPEAL TO DISTRICT COURT

The violators are given 15 days to request appeal to District Court. A letter is sent to the Parking Citation Clerk at District Court in Cumberland, Maryland, requesting a court date ([Exhibit F](#)). A copy of each ticket from the Business Office must accompany this letter.

District Court schedules all hearings directly with the individuals involved. District Court notifies the University in writing of the final decision of the Court.

Department of Public Safety
 Frostburg, Maryland 21532-1099
 (301) 689-4222
 FAX NUMBER (301) 689-4737



-ADMINISTRATIVE APPEAL FORM-
 for
 FSU MOTOR VEHICLE REGULATION VIOLATION

This appeal form must be filled out completely by the person receiving a motor vehicle violation notice within five (5) days of receipt of said notice (Saturdays, Sundays, and holidays excluded).

A copy of the violation notice must be attached to the appeal form. Use a separate form for each violation notice.

Completed form should be returned to the Public Safety Building.

NAME _____ TELEPHONE NO. _____

HOME ADDRESS _____

LOCAL ADDRESS _____

PARKING STICKER NO. _____ VEHICLE LICENSE NO. _____

OWNER OF VEHICLE _____

TICKET NO. _____ DATE ISSUED _____

Reason(s) for contesting this violation notice:

SIGNATURE _____ DATE _____

Note: The filing of this form constitutes a waiver of the right to a hearing in District Court.

CP 84/5-92

Frostburg State University is a constituent institution of the University of Maryland System.

**FROSTBURG STATE UNIVERSITY
PARKING APPEALS**

[illegible]



Department of Public Safety
Frostburg, Maryland 21532-1099
(301) 689-4222
FAX NUMBER (301) 689-4737

Date

Mr. Lawrence Kelly, Esq.
State's Attorney
59 Prospect Square
Cumberland, MD 21502

Dear Mr. Kelly:

Please void the enclosed parking tickets issued by the Frostburg State University Police as a matter of courtesy to the individuals. Our administrative review procedure has granted their appeals in a hearing held on (date).

Please confirm by return mail the disposition of the tickets listed above for our Business Office.

Sincerely,

Brian P. Shanley
Director of Public Safety

enclosures



EXHIBIT D

Department of Public Safety
Frostburg, Maryland 21532-1099
(301) 689-4222
FAX NUMBER (301) 689-4737

Dear

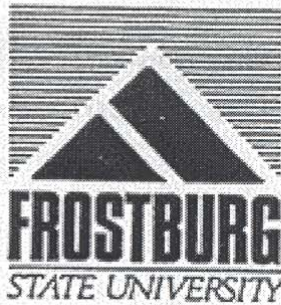
The Parking Appeals Committee met on _____ and reviewed your appeal of parking violation notice # _____. In reaching its decision, the Committee balanced your personal circumstance against the need to share limited parking facilities among many users in a fair, equitable and regulated manner. I regret to inform you that your appeal was denied.

Your payment in the amount of \$ _____ is due in the Business Office by 4:00 p.m. on _____. Failure to make payment by that date will result in the removal of your parking privileges until the fine is paid. If the fine remains unpaid after thirty days, the University will notify the Motor Vehicle Administration and your vehicle will become subject to that agency's "flagging" procedure for unpaid parking violations. Vehicles that are flagged may not be registered or transferred until the original fine and an additional flagging fee are paid.

On behalf of the Parking Appeals Committee, I wish to express my sincere hope that your future time at work, in study or visiting Frostburg State University will be satisfying and rewarding.

Sincerely,

Brian P. Shanley
Director of Public Safety



Department of Public Safety
Frostburg, Maryland 21532-1099
(301) 689-4222
FAX NUMBER (301) 689-4737

Dear

The Parking Appeals Committee met on _____ and reviewed your appeal of violation notice # _____. After considering the circumstances you presented, the Committee has granted your appeal. You may regard the violation notice as void.

If you have any questions, please contact Linda Baker at 689-4205, or in the Public Safety Building.

Sincerely,

Brian P. Shanley
Director of Public Safety

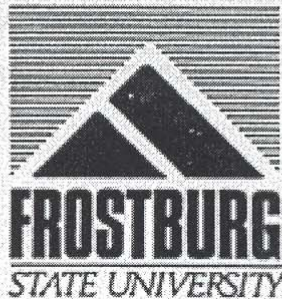


EXHIBIT F

Department of Public Safety
Frostburg, Maryland 21532-1099
(301) 689-4222
FAX NUMBER (301) 689-4737

Date

District Court of Maryland
3 Pershing Street
Cumberland, MD 21502

Attn: Parking Citation Clerk

Gentlemen:

This is to advise you that the following individual has received a parking ticket on the Frostburg State University campus and would like to be scheduled to appear in District Court.

A copy of the ticket is attached. If additional information is needed, please contact me.

Sincerely,

Brian P. Shanley
Director of Public Safety

attachment

Y. PROCUREMENT OFFICE

INTRODUCTION

The University Procurement Office is located in the Stangle Building (x4242).

The primary purpose of the University Procurement Office is to work with faculty and staff in identifying, selecting and acquiring needed materials and services. This is to be done as economically as possible and within accepted standards of quality and service.

Policies and procedures have been developed to allow for purchases to be made in a timely and organized manner that provide for essential accountability of institutional expenditures.

The staff is prepared to assist members of the University community in the following ways:

- To provide cooperative interaction between the Procurement Office and vendor and between the Procurement Office and members of the faculty and staff.
- To prepare, with the cooperation of the using departments, quality and quantity specifications for the items and services to be purchased and to ensure the timely delivery of these items and services.
- To ensure fair and open competition among vendors through negotiation, competitive bidding and contract buying.
- To ensure that purchase orders and contracts contain all necessary conditions such as quantities, warranties, shipping instructions, f.o.b. points, credit terms, discounts and necessary legal terms.
- To ensure that commodities and services are received in a timely manner.
- To develop and maintain records as needed to determine requirements of the University for supplies, services and equipment.
- To maintain adequate records and files of purchase requisitions, purchase orders, vendor catalogs, bids, product information and prices.
- To arrange for control and disposal of surplus equipment and supplies, salvage and scrap.
- To encourage participation of MBE and Maryland firms.

- To educate and assist the campus community in the use of the PeopleSoft system with regard to purchasing.
- Continued effort to provide the University campus with purchasing information to better manage their departments.

I. GENERAL INFORMATION

A. Conflict of Interest

Only the highest ethical principles are to be employed by all persons involved in the procurement process. It is the responsibility of each member of the University staff and the Procurement Office to take all appropriate steps to assure that the University does not knowingly enter into a purchase commitment which could result in a conflict of interest situation.

B. Gifts and Gratuities

All University personnel will refrain from accepting any gifts, gratuities, or entertainment from vendors doing business or wishing to do business with the University.

II. PURCHASING SYSTEM

A. Requisition Preparation

1. The requisitioning department enters the required information into the PeopleSoft system.
2. The PeopleSoft system automatically assigns Requisition and Purchase Order numbers and checks the budget.
3. Frostburg State University is exempt from sales and use taxes. These should not be included in the estimated cost.
4. Consult the yearly contracts available from the University Procurement Office prior to ordering.
5. A sole source justification must be forwarded to the Procurement Office if a purchase is a sole source. Sole source means that competitive bidding and competitive negotiation cannot be used in awarding a contract because there is only one known available source for the subject of the contract. Sole source procurement is not permissible unless a requirement is available from only a single vendor. The following are some examples of circumstances which could necessitate sole source procurement:
 - a. When only one source exists which meets the requirements;
 - b. When the compatibility of equipment, accessories or replacement parts are the

paramount consideration;

- c. When the sole vendor's item is needed for trial use or testing.
 6. Shipping charges must be added to the total cost if the company does not ship f.o.b. destination.
 7. Any samples or drawings should be submitted on a plain piece of paper with the requisition number clearly noted.
 8. A complete address including zip code must be listed on the PeopleSoft requisition.
 9. When requesting prepayment, state on the requisition whether or not you wish the check and purchase order to be mailed directly to the suggested supplier or if the check should be returned to the requisitioning department along with the purchase order for proper disposition.
 10. Requisitions to the same vendor must not be divided into separate small requisitions to avoid purchasing regulations. Such practice is expressly forbidden per USM policy.
 11. The PeopleSoft requisition must be approved by the person responsible for the budget.
- B. Procurement Card
1. Account managers and appropriate support staff are issued a State of Maryland Corporate Purchasing credit card (VISA). The use of this card is encouraged for purchases up to \$2,500 or \$5,000 depending on the approved spending level of the individual cardholder. All purchase, if possible, must be made using the Corporate Purchasing Card before using the PeopleSoft system.
 2. Cardholders initiate contact with vendors for products or services desired. Cardholders are responsible for all aspects of transactions on their credit card including verification of prices and receipt of goods or services.
 3. After the end of each month, cardholders receive a statement from VISA listing all transactions from the previous month. The cardholder must reconcile the monthly statement with their Activity Log. Originals or adequate copies of all appropriate forms and purchase documents are forwarded to the Procurement Department for independent review.
 4. The Procurement Office receives files from the VISA containing details of all transactions for the University. These files are used to verify and reconcile the monthly amount charged to the university by the State of Maryland for payment to vendors.

5. Department's budgets are charged monthly for all transactions expensed on a credit card.

C. Special Procurement Information

1. Advertising

When requesting advertising to be placed in either a newspaper, trade publication, etc., the ad copy must be forwarded to the Procurement Office. The requisition number must be indicated on the ad. The dates and number of times the ad is to run must be indicated on the requisition. Adequate lead time must be allowed to process the request.

2. Attachments

It is the responsibility of the using department to complete all attachments that are to be sent to the vendor along with the purchase order.

3. Cancellations

A purchase order is a binding contract to the University and the vendor, therefore, it cannot be modified or canceled unilaterally. Any request to modify or cancel an order must be directed to the Procurement Office in writing or E-mail. The Procurement Office will then act in the best interest of the University and advise all parties accordingly. Generally, a vendor will agree to a request for cancellation if the item/items have not been shipped. The department may be held responsible for any material shipped by a vendor or cost incurred prior to cancellation of fabricated items.

4. Changes

If it becomes necessary to make any change in the original purchase order, such as price, terms, description, additions, deletions, cancellations, etc., forward a written memo or E-mail, signed by the account executive or designated representative outlining the change required to the Procurement Office. The Procurement Office will issue notification to the vendor.

5. Competitive Bidding

Competitive bidding is a requirement for all purchases over \$5,000. Two written bids are required. The requesting of bids is a recognized and accepted means of ensuring effective competition and the University will generally

receive greater discounts through competitive bidding. It is the responsibility of the Procurement Office to originate, control and analyze bids/quotations/proposals. The requisitioning department is responsible for defining quantity, quality, specifications, delivery date requirements and all other pertinent information. The requisitioning department should suggest three sources, when known, for unusual or unique items.

The requisitioner may be called upon to assist the Procurement Office in evaluating the bids received relative to a purchase for the department. When quotations are secured by the requisitioning department, the vendor's original written bids must accompany the requisition so that the full information concerning the purchase order contract is available for audit purposes.

7. Construction and Renovation

All construction and renovation requests must be forwarded to the Physical Plant Department for their action. If requests cannot be handled by the Physical Plant personnel and outside contractors are required, the necessary procedures will be followed by the Physical Plant Department.

8. Contracts

All requests requiring written contracts other than maintenance contracts should be referred to the Procurement Office for processing.

9. Damages or Shortages

Damages or shortages in a shipment must be reported to the Procurement Office promptly. The extent of damages or shortages should be described specifically. If the damages or shortages are not evident at the time of delivery, the carrier must be notified within 14 days of delivery. The carrier will then arrange for an inspection. It then becomes extremely important that all containers, packaging material, wrappers, etc., be retained for the carrier's inspection. Failure to keep this material will make it more difficult to settle a claim.

10. Demonstration, Trial Equipment, and Samples

The University accepts no responsibility for vendor owned equipment left with individuals for demonstration or trial purposes. Arrangements, when made by individuals, cannot imply intent to

purchase the equipment nor any contract of any sort. It is the responsibility of the department or the individual ordering trial equipment to return them to the vendor by the date set by the vendor. The trial equipment cannot be held pending a confirming purchase order.

Unless otherwise specified, all samples submitted by vendors will be at no cost to the University and will become the property of the University upon receipt. Samples will be returned upon specific request of the vendor. The University reserves the right to subject such samples to tests and inspections as are deemed necessary, and does not guarantee that samples returned to the vendor will be in the same condition as when submitted. Under certain circumstances, it is advantageous to the University to purchase samples on the open market. No samples should be accepted for personal use.

11. Emergency Requests

If, due to an emergency situation, the items requested on a requisition have been received, indicate on the requisition that this is a confirmation and whether or not the purchase order should be mailed to the vendor. Failure to do the above will cause either a duplicate order, awarding the order to a different vendor or delay in payment of the invoice. If any of the above happens, the using department will be legally obligated to pay for the additional merchandise. All confirmation orders over \$5,000 must have a Sole Source justification or Emergency Form approved by purchasing before the requisition will be approved for processing. Under no circumstances should a requisition number be given to a vendor as a purchase order number. This will only cause confusion when the merchandise is received and/or when the invoice is processed for payment.

12. Exceptions

- a. Orders for General Stores items to be ordered on the Internal Purchase Order Form, #PD-23/4-89 and forwarded to the Central Stores Department in the Stangle Building.

13. Insurance

- a. Fine Arts

All requests for insurance for art exhibitions are processed by the Associate Vice President for Finance's office. Procedures for this type of service are handled by the State Treasurer's Office, Associate Vice President for Finance's

office and the FSU Procurement Office.

b. Personal Property

The State and the University will not consider any damage or loss claims involving personal property owned by a University employee, but stored or used on University property. Items covered by this include, but are not limited to, teaching materials, books, electronic equipment, data processing equipment, clothing, pictures, personal manuscripts, diplomas, cameras, tools, etc. These items should be included on the employee's own insurance policy.

c. Stolen Property

As a rule, the University and State are self-insured, meaning that theft losses are absorbed by respective operating budgets. The State does maintain an all-risk floater policy on electronic data equipment that carries a large deductible. This information should be kept in mind when accepting on loan or lease any equipment or property.

d. Other

Please refer all other insurance questions to the Assistant Vice President for Budget and Planning.

14. Maintenance Contracts

Contracts for maintenance service on University-owned equipment must be covered by a purchase order. The Procurement Office competitively bids contracts for maintenance service on commonly used equipment.

15. Minority Business

By virtue of USM and Frostburg State University, the Procurement Office attempts to place a minimum of 25% of all purchases with minority businesses. The Procurement Office maintains a Minority Business Vendor listing and documents all minority awards.

16. Next Fiscal Year Requisitions

Toward the end of each fiscal year, the Procurement Office advises when departmental requisitions may be submitted for services, equipment and supplies that are to be charged against the following year's budget. The Procurement Office

will indicate when the PeopleSoft system is accepting next fiscal year purchases.

17. Payment of Invoices

All invoices are to be paid by the Accounts Payable Office. Invoices received at other departments should be forwarded to Accounts Payable immediately. Invoices will not be paid until the receiving report has been completed. In cases when the pricing on a purchase order represents an exact current price (by bid), the invoice must agree with the order or else payment will not be made until the discrepancy is resolved. When the pricing on a purchase order has been estimated, the invoice will be paid off if the total does not differ from the purchase order by more than 10%. When the difference exceeds 10%, approval of the Procurement Office is required. The Procurement Office will contact the requisitioner prior to approval. State law requires that all proper invoices be paid within 25 days.

18. Printing and Publication Procedures

All requisitions for printing must be submitted directly to the Director of Publications for approval. Printing specifications must be determined prior to bidding. Changing specifications when bidding is in progress, or has been completed, will result in re-bidding and subsequent delays in printing of material. Changes in specifications or quantities must be authorized in writing by the Procurement Office. It is the responsibility of the using department and the Publications Department to prepare specifications to permit maximum practicable competition without modifying the University's requirements. If an item is an exact reprint of existing material, four samples should accompany the requisition and a desired delivery date should be stated. If changes are required on reprinted material, they should be clearly marked on all samples. Be sure to allow sufficient time for jobs requiring bidding and a normal printing time. This period will be extended if a proof is required. As a matter of policy, the Procurement Office, in most instances, will request a proof. The department that has prepared the requisition will deal directly with the Publications Department in correcting proofs. Several points of information are required for the printing of forms in addition to the regular information that is required such as paper stock, color, weight, brand name (if any), ink colors or colors and the number of parts for the form. If assistance is needed concerning the development of

specifications, the using department should contact the Publications Department or the Procurement Office.

19. Processing Time

Requisitions amounting to less than \$5,000 will be processed upon receipt by the Procurement Office. Requisitions totaling between \$5,000 and \$25,000 must be submitted at least 45 days prior to the date that the items are needed. Requisitions totaling more than \$25,000 must be submitted for at least 60 days prior to the date that the items are needed. Adequate lead time must be provided by the department completing the requisition. A purchase order can usually be issued, if under \$25,000, within 23 working days after receipt in this Procurement Office. Add to this the needed time for delivery by the vendor after the award of the purchase order. Add to all of the above any necessary time needed for additional review and approvals before the requisition reaches the Procurement Office.

20. Quality of Merchandise

The Procurement Office is committed to procuring required materials of quality suitable for their intended use and to assist University departments in determining the required quality of materials. Quality is a measure of the suitability and cost of a product for its intended use. Determining the proper quality is of greatest importance, since buying a higher quality than is required is often as wasteful as buying a lower quality. The right to determine specifications for quality rests with the department responsible for the performance or use of the materials.

21. Return of Merchandise

Merchandise to be returned to the vendor for adjustment or credit must be cleared through the Procurement Office and Inventory Control if equipment is involved. When a vendor has shipped items specified on the purchase order, he has legally complied with his part of the contract and is under no obligation to accept for credit any of the items delivered as specified. Acceptance of a return by the vendor is by no means automatic and a restocking charge may be incurred. This charge, along with any necessary freight charges, will be assessed to the requisitioning department.

22. Shipments Which Cannot Be Identified

If a shipment is delivered to your department which

you cannot identify, do not sign the delivery ticket or receiving report until you have contacted the Procurement Office for assistance. If you are unable to identify the purchase order number, the Procurement Office will try to identify the correct shipping location. We will either ask the driver to deliver the package to the correct location or instruct you to sign for the delivery. If the latter is requested, the Procurement Office will arrange to have the package transferred to the proper location.

23. Small Repetitive Requests

Small repetitive orders should be avoided when possible. Frequent small orders are costly to the University as a result of increased record processing.

24. Specifications

Referencing manufacturer or vendor specifications and/or catalog numbers are not acceptable ways to specify commodities. Specifications for the item must be written by the requisitioning department and must cover the minimum acceptable requirements. The requisition should contain the following information:

- a. The generic name of the item. Identify what the item is. For example, if it is a microscope, indicate this instead of the title or part number of the item given by the manufacturer. The manufacturer's brand name and model numbers may be used at the end of the description, with the phrase "or equal" as a guide to indicate quality needed to meet the minimum acceptable requirements.
- b. Write the important features (salient features) needed, including the minimum acceptable technical information. Tell us the key performance factors that are required.
- c. Requirements such as installation, warranty, delivery time, etc. should also be included when necessary. If on-site inspection is needed in order to install an item, give the name and telephone number of the person to contact for this purpose.

25. State Use Industries

The University is required to obtain certain commodities and services from State Use Industries, the production arm of the Department of Correctional Services. The Procurement Office

has complete information concerning these items and provides to each department a price list annually. The PROCUREMENT OFFICE will provide any needed information to departments as requested.

26. Unauthorized Purchases

Any purchases made by departments without prior approval from the Procurement Office are considered "unauthorized purchases". The University does not assume responsibility for these commitments.

27. Used Equipment

There are circumstances when the purchase of used equipment, instead of new equipment, may be in the best interest of the State and Frostburg State University. It is the responsibility of the using department to completely and accurately justify the request to purchase used equipment. The Procurement Office must approve all purchase requests for used equipment.

28. Yearly Contracts

Yearly contracts are contracts entered into by the Department of General Services, University of Maryland Purchasing Bureau or the Frostburg State University Procurement Office on behalf of Frostburg State University. These contracts cover a specific period of time and are for specific items only. A list of all yearly contracts is located in the Procurement Office.

III. INVENTORY CONTROL

Frostburg State University is an agency of the State of Maryland and is required by law to regulate and control all inventories for capital equipment with a unit value of \$5,000 or more. Capital equipment includes all equipment that is not permanently affixed to buildings, has a useful life greater than one year and has a unit cost of \$5,000 or more.

FSU also accounts for all non-capital equipment every three years. Non-capital items refer to firearms and computers.

The Budget Office is responsible for maintaining inventory records for all movable equipment, performing or coordinating inventories, reconciling physical inventories to the related records at least bi-annually, and reconciling equipment additions and deductions on the inventory system. For equipment purchased, the valuation is the net amount paid through Accounts Payable, which is the invoice price less all discounts (except trade-in allowances). Trade-in allowance is included in the asset value. Freight and installation costs are also included if they are shown on

the original invoice, or if they are readily available on related freight bills. Equipment acquired by gift is recorded at fair market value at the date of acquisition. Bi-annually, a list of all equipment assigned to each department will be sent to the Account Executive. Any new or transferred equipment will be shown on the computer listing that is sent to the Account Executive. Departments are required to assist and accompany the Storekeeper in the taking of a thorough and complete inventory of all property and equipment in their possession when required. Departments will be notified in advance. Questions concerning property should be directed to x4032.

A. Disposal Types

The Chancellor of the University of Maryland System has delegated to the President of Frostburg State University the authority to declare an item of property in the possession of the institution to be surplus property. An item of property may be declared surplus property when it is no longer necessary for the efficient operation of the institution or has been replaced. The President's designee for disposal of surplus property is the Vice President for Administration and Finance, the Associate Vice President for Budget and the Procurement Manager.

1. Inter-department transfers

Serviceable excess property that could be used by another department will be listed periodically.

2. Public Sales

a. Formal or informal competitive bidding procedures shall be used to accomplish public sales.

b. Requests for formal or informal bids shall be solicited from at least three prospective bidders in the private sector. If it is not possible to obtain at least three private bids, the reason shall be documented.

c. In a case where specialized property, such as hazardous waste, requires immediate disposal by means other than competitive bidding material, approval to deviate from this procedure shall be obtained from the university's safety officer of Public Safety or other appropriate authority.

3. Auction Sales

a. An auction will generally be used when a sizable accumulation of salable property and a

sufficient number of buyers are available. Demand for the property, its location relative to interested buyers and the adequacy of facilities for conducting an auction shall be considered in deciding whether to conduct an auction.

4. Trade-Ins

- a. When requisitions are placed through the Frostburg State University Procurement Office, a separate declaration for each item to be traded in shall be submitted with the purchase requisition to the Frostburg State University Procurement Office.

5. Scrap

- a. Items having no market value, other than scrap value, shall be sold to the highest bidder. Payment shall be by check or money order only.

- (1) If the estimated sales value of scrap to be disposed of is \$5,000 or more, formal sealed bidding procedures shall be followed to accomplish the sale.

- (2) If the estimated sales value of scrap is less than \$5,000, telephone quotations from at least two bidders may be solicited to accomplish the sale. However, telephone quotations shall be documented and filed with the covering sale.

- b. If the disposal amount is too small to attract bidding interest, scrap should be accumulated until the amount is sufficient, provided that storage space is available for this purpose.

- c. The scrap accumulation may consist of property items that have been removed from inventory records and materials salvaged from maintenance operations. Until the scrap accumulation is sold, a control list of the property items shall be maintained.

6. Dismantling For Recovery of Usable Parts

- a. The Procurement Office will approve requests to dismantle equipment for spare parts.

- b. A salvaged component shall be controlled and accounted for as a material and supply inventory item.

- c. Components not salvaged, but having scrap value will be disposed of as scrap.

7. Destruction

Items having no value whatsoever will be discarded as refuse.

8. Utilization By A Local Jurisdiction Or Nonprofit Organization

- a. Surplus property that is no longer needed by Frostburg State University may be sold without obtaining competitive bids or donated to a local jurisdiction or non-profit organization upon approval of the Vice President for Administrative and Finance.
- b. A local jurisdiction or non-profit organization obtaining donated property shall be required to sign a statement certifying the intended use of the property in the recipient's program.

9. Any capitalized equipment removed in steps 2 through 8 would then be deleted from the Frostburg State University records.

B. Credit For Surplus Property

Moneys received from the sale or auction of property shall be deposited with the University Billing Office of Frostburg State University Business Office.

C. Trade-Ins

If Frostburg State University trades in an excess item for a replacement item, credit is given by the supplier in the form of a reduced invoice cost for the replacement item. The cost of the replacement item, less allowance for the trade-in item must be shown on the vendor's invoices.

D. Sales

1. Moneys received from property purchased with Federal funding shall be disbursed in accordance with governing Federal regulations.
2. The preferential sale or gratuitous disposition of property to a State official or employee is prohibited. State ethics opinions prohibit State officials and employees from purchasing surplus property if their official duties are directly connected with the disposal process. For additional information, contact ext. 4032.
3. The Frostburg State University Procurement Office may use a surplus item to satisfy the requirements of a purchase requisition, provided

that the item is functional, serviceable, and satisfies the need of the requisitioning department.

E. Reporting Missing and Stolen Property

1. Scope

- a. Only property that is stolen or missing is subject to these regulations.
- b. These regulations do not apply to cash or other financial assets that are stolen or missing.

2. Definitions

- a. "Missing Property" means property that has been reported missing as the result of an audit or inventory reconciliation and is more frequently associated with items in storage.
- b. "Stolen Property" means the sudden or conspicuous disappearance of property. Whether or not there is evidence of theft or forced entry, an item shall be presumed stolen by its sudden or conspicuous disappearance.

3. Security Measures

- a. Departments shall take every precaution that is practical or necessary to protect property from being lost or stolen.
- b. Losses shall be investigated to determine the cause and to take corrective action that will protect property against future loss occurrences.
- c. Capital and non-capital equipment items shall be permanently marked to identify them as Frostburg State University Property following procedures established by Frostburg State University.
- d. Equipment serial numbers shall be recorded since they are required when reporting items that are stolen or missing. The Frostburg State University Procurement Office will record all serial numbers.
- e. Equipment in high risk areas should be bolted or anchored securely in place.
- f. Personnel should be made responsible for the safekeeping of the assigned property.

4. Procedure For Reporting Stolen State Property

- a. Stolen property, regardless of value, shall be reported promptly to the Frostburg State University Police Force.
 - b. Frostburg State University Police automatically report stolen items to the National Crime Information Center (NCIC) so that property, if recovered, may be returned to the agency.
 - c. The Frostburg State University Procurement Office obtains a copy of the investigation report from the Frostburg State University Police.
5. Procedure For Reporting Missing State Property
- Follow the same procedure for this section as for reporting stolen State property, except that paragraphs a, b, and c may be omitted at the discretion of the Procurement Manager, if:
- a. There is no evidence of theft or forced entry; and
 - b. Property disappearance is not sudden or conspicuous; and
 - c. The loss is disclosed as a result of an audit or inventory reconciliation.
 - d. If the personal belongings of a State Employee or other private individual are lost on State property, the loss is reported to the University Police Department and is the responsibility of the employee or private individual's insurance company.

IV. SUPPLY CONTROL

1. Frostburg State University is an agency of the State of Maryland and is required by law to regulate and control of supplies used by the University. The University has delegated the responsibility and authority to carry out these responsibilities to the Storekeepers located within the Procurement Office. This section is responsible for seeing that a physical inventory of all items is taken within the last ninety days of each fiscal year. In addition, more frequent checks of high dollar usage items may be made throughout the year for control purposes.
2. A list of all materials and supplies is prepared. Item description, unit of issue, last unit of issue, cost and balance on hand, expressed in both units and dollars, is shown for each item. On hand amounts shall represent physical inventory counts taken at fiscal year end (June 30th), or they shall represent perpetual record

balances as of June 30th which have been previously verified by physical counts taken within the last ninety days of the fiscal year. The grand total in dollars of all commodities listed are used to report the annual values of all materials and supplies.

3. Departments are required to assist and accompany the Storekeeper(s) in the taking of a thorough and complete physical inventory of all supplies in their possession. Departments will be notified in advance. Questions concerning supply procedures should be directed to ext. 4032.

Z. LANE CENTER BUSINESS AFFAIRS

INTRODUCTION

The Business Affairs Office is located on the 2nd floor of the Lane Center, Room 231-2, Phone X7399. The office is responsible for the cash operations of the Game room and the Information Center.

I. DAILY FUNCTIONS

A. Daily reconciliation of the cash tills with register verification. There are two shifts per location per day. Deposit cash collected from operations as needed. UMS guidelines require deposits to be made after \$500 is collected. In the event of a large transaction, additional deposits are made.

B. Prepare cash tills for the two operations and shifts. On Friday, cash tills must be prepared for the weekend shifts.

C. Prepare a change bag for the student manager on duty in the evening. The amount in the change bag is increased to cover the additional shifts on the weekend.

D. The accountant maintains a record of voided transactions. Each till is prepared with a void log included. All voids are completed by the manager. The student worker may have an item correct during the transaction, however, once the transaction is completed, any errors are voided by the manager.

E. Track daily Bobcat ID debits and verifies with the ID printout for each center and shift. Make corrections to Bobcat as needed. All corrections must be sent to the ID Office in Chesapeake.

F. All fiscal transactions are recorded on spreadsheet and entered into the daily ledger.

1. Information Desk includes the sale of tickets, FAX & popcorn.

2. Game room includes the rental sales of pool tables.

G. Deposit Commodities receipts as collected by the Lane Center Accountant.

H. The change machine in the game room is reconciled as needed. Generally Monday, Wednesday, and Friday. The reconciliation is completed whenever money is removed and/or added to the machine.

I. All ticket sales and event sales are reconciled and deposited a minimum of one time per week. Cultural Events Tickets are computer generated and maintained. Ticket sales are verified by the Lane Center Accountant.

J. Maintain a daily spreadsheet of pool transactions. All money collected is deposited with the University. At the end of the month, a memo is sent to Accounts Receivable requesting that a check be issued to the pool vendor for their portion of the proceeds, plus sales tax collected.

II. WEEKLY FUNCTIONS

A. Reconciliation of the photocopier located in the hallway of the Lane Center. The Staff Accountant removes all coin (\$2.00 is left in the machine for change) and records the current meter reading. The previous reconciliation provides the previous meter reading. The coin is counted and the total is checked by the meter reading. Any over or short is recorded on the reconciliation. The procedure and time are verified by one of the office managers. All money is deposited with the Information Desk. Any over or short is applied to that day's deposit.

B. Popcorn supplies are checked by the information desk Attendant.

C. The working fund is reconciled weekly. All cash on hand is accounted for as part of the fund or unmade deposits. Any over or short is applied to a deposit.

III. ALTERNATE WEEKS

A. Observe cash reconciliation from the arcade games located in the game room. A representative from the vendor collects the cash under supervision from the FSU Business Office. The accountant monitors the count and collects the FSU portion. The money is deposited with the game room deposit.

IV. MONTHLY

A. Reconcile the pool table rentals and submits a request for vendor payment to the Business Office. This payment includes the vendor portion plus the sales tax collected for the month.

B. Verify and document the monthly Bobcat with the ID Office and the Business Office. Make any necessary adjustments. Send copies of the documentation to the ID and Business Offices.

C. Prepare a statement of the admission and amusement tax collected for the month to the Business Office.

AA. UNIVERSITY CHILDREN'S CENTER

INTRODUCTION

The University Children's Center is a self-supporting unit attached to the Department of Human Resources. The primary purpose of the program is to provide quality child care for children of University students, staff and faculty while the parents participate in the University. There are a limited number of openings for parents not affiliated with the University.

Children provided care that will encourage the development of each child, based on individual physical, emotional, social and cognitive needs. Each child's needs are met in a group setting. This includes periods of quiet and active play, small and large group activities, lunch and snacks, as well as rest and sleep. The children are offered varied experiences planned on a weekly basis as well as the opportunity to participate in relaxed group experiences. Through a secure and warm environment that encourages the total development of the child, the program will help children know their individuality, understand their special worth, and develop self-discipline, tolerance, and understanding of individuals different from themselves. FSU is committed to making all of its programs, services and activities accessible to persons with disabilities. You may request accommodations through the Americans with Disabilities Compliance Office. (301) 687-4102, TDD (301) 687-7955.

It is the philosophy of this program that early childhood be a time of fun, warmth, security, exploring and discovery. Children are creative and receptive; therefore, our program strives to nurture and encourage these qualities in its students. The curriculum includes sharing and conversation time, stories, songs, and fingerplays, creative art activities and crafts, games, small and large muscle activities, exposure to shapes, colors, numbers and letters as well as the celebration of birthdays and holidays. Children are admitted regardless of race, creed, color, sex, national origin, religion or disability.

I. GENERAL INFORMATION

A. Operations

The Children's Center is open year round, Monday through Friday (Sept.-mid-June), except when the University offices are closed (see holiday closings on contract). We are open between 7:30 a.m. and 5:00 p.m. If Frostburg State University is closed or will open late/close early, the FSU Children's Center will be closed. Announcements will

be made on the local radio (WFRB 105.7 FM) or by calling 301-687-4030.

B. Staff

The Center employs one full-time Director and an Assistant. All staff report directly to the Director and may not make tuition adjustments or give authorization for children to spend extra time in the Center. Several paid Students assist throughout the day and Early Childhood Interns and Students from the Psychology Dept. are placed in the Center for their Internship experience. Our Early Childhood Staff meet the State requirements and have degrees and/or certificates in Education and the child care provider course. Complete credentials are available upon request. We strive to provide a ratio of one staff for every eight children. However, the state licensing regulations allow a ratio of one staff for every ten children ages 2-6.

C. Licensing Information

The Center is licensed by the Department of Human Resources Child Care Licensing Department and is equipped to accommodate twenty children at any one time. The Center is also in compliance with the State Fire Regulations and both agencies observe and evaluate the Center several times a year unexpectedly.

II. ELIGIBILITY AND ADMISSIONS

A. Ages of Children

Children must be at least 2 ½ years old and have independent toilet skills, except if a child has a medical condition or disability preventing independent toilet skills.

B. Registration

Your child will be considered for enrollment when the following forms/fees have been received and accepted by the Director:

1. Pink Registration Form (2 sides)
2. Agreement/Contract (signed)
3. Emergency Card (2 sides)
4. Registration Fee (\$75.00 per child, \$100.00 per family-\$50.00 for returning children & \$75.00 for returning families) made payable to Frostburg State University.
5. Health Inventory
6. Immunization Form
7. All About My Child Form
8. Lead Addendum
9. Signed card in back of Making the Difference For Your Child Booklet

III. MEDICAL INFORMATION

Absolutely no medicine (prescription or over the counter) of any type will be administered to any child by the U.C.C. Staff nor can any medication be brought to the Center and kept in a child's cubbie or the Center's refrigerator. If you need to bring in a medicine which you will administer to your child sometime during the day and it needs to be kept in the refrigerator, please find a refrigerator elsewhere. We are not permitted to store medicine in our refrigerator. If medication is needed due to a disability, arrangements will be made for someone to administer it. Children with infectious symptoms; e.g., conjunctivitis (pink eye), sore throat, vomiting, ringworm, diarrhea, fever, rash, etc., will not be permitted in the Center. Children must be free of fever, diarrhea, and vomiting for 24 hours and with symptoms abating before returning to the Center. If a child is given an antibiotic for a respiratory infection or other contagious symptom, the child must be on the medication for at least 24 hours before returning to the Center. A staff member may refuse to accept a child if he/she feels the child is ill. In case of a contagious disease (measles, mumps, chicken pox, conjunctivitis, rash, ringworm, etc.) the parent of the sick child should notify the Center immediately so that proper precautions in relation to other children can be taken. Before your child is readmitted to the Center, it is necessary to bring a note from your doctor certifying that the child is no longer contagious. On occasion, the Center may have to contact you to pick up your child because of illness. We suggest you have a "backup" support system if you are unable to leave work or school abruptly. Sick children need to be isolated from the others. This is vital to maintain a healthy environment and is insisted upon by our health advisors. We ask that someone pick up your child immediately. If you will be away from your desk or office or off campus, please leave your whereabouts and number where you can be reached at all times in case of an emergency. All accidents, except minor scratches and abrasions, will be recorded in the accident log, which can be found in the cubbie room and must be signed by the parent. Please check it daily.

IV. TUITION AND FEES

A. Tuition Prices

There is a yearly registration fee of \$75.00 per child (\$100.00 per family). Tuition is due one month prior to your child's attendance. Tuition is to be paid in full by the due dates listed in this handbook. Checks should be made payable to Frostburg State University and mailed or taken to the F.S.U. Business Office (Pullen Hall) between 9 a.m. and 4 p.m., Monday-Friday. You will receive a statement indicating the amount due for 4 or 5 months. However, only 4 weeks of

tuition is due at one time. You will receive a reminder from the F.S.U. Business Office approximately ten days before the due date. A tuition payment schedule can be found later in this handbook. There will be no charge for days the Center is closed for a holiday but you will not be refunded for sick, vacation or weather related closings. Designated weeks will be assigned for weather related make-up days only (NOT sick, vacation or other days missed).

Pre-School Program: 8:30- Noon \$9.65 day (min. of 3 days); \$12.00 day (less than 3 day); Child Care is offered between 7:30 a.m. & 8:30 a.m. And Noon-5 p.m. at a rate of \$2.50 hr., \$2.25-45 minutes, \$1.50-30 minutes, \$1.00-15 minutes.

There is a minimum of two full days(8 hrs.) per week.

B. Late Fee Policies

1. Late Fees (Tuition)

Since the Children's Center is a self-supporting unit, parents are encouraged to pay their tuition in full to the Frostburg State University Business Office by 4:00 p.m. on the due date. Failure to meet the due date will result in an automatic \$20.00 late fee. If your tuition and the \$20.00 late fee are not paid within 5 days of the due date, you will be denied use of the Center until all late fees, back tuition and the next month's tuition are paid in full. If tuition is paid late more than twice during any 6-month period, you will be denied use of the Center permanently.

2. Late Fees (Early Drop Off or Late Pick-Up)

Our Center is staffed only for the number of children enrolled. Therefore, we ask each parent to contract exact hours so the proper staff ratio is present for your child's safety. You are given a 5 minute grace period before and after your contracted hours (except for 7:45 a.m. and 5:00 p.m.). A \$1.00 per minute fee will apply to any child dropped off earlier or picked up later than their contracted times without the proper authorization from the Director. If you must drop your child off earlier or pick him/her up later (only between the hours of 8:30 a.m. and 4:30 p.m.), and the proper authorization from the Director has been received, a minimum fee of \$3.00 will apply for every half-hour.

However, the Director must be contacted at least 24 hours in advance so arrangements can be made. No child will be admitted to the Center prior to 7:45 a.m. nor may any child be picked up past 5:00 p.m.

V. SPECIAL INFORMATION / CONFERENCES

The Center encourages the staff and parents to share in the experiences of the children at the Center as well as at home. However, for lengthy conversations about a child, an appointment for a conference between Parent and Teacher/Director must be scheduled. Parent-Teacher conferences will be scheduled as necessary during working hours to discuss the concerns, growth and expectations of your child if a problem occurs. In the event that a significant change occurs in your home, please consider informing the Director or Teacher as soon as possible. All information will be regarded as confidential. We will accept your judgment as to the kinds of changes which may affect your child's behavior, security and general well-being. Common causes of distress include either or both time, new person living in the home, illness of parents, illness or absence of sibling, moving, or death and or illness of a family member or a friend or pet. The Teacher or Director will keep you informed of any significant changes in the Center's environment which may affect your child.

VI. DISCIPLINE

Encouragement and praise will be the basis of our discipline policy. Teachers will ignore inappropriate behavior that can be tolerated. When a child misbehaves, the child will be talked to quietly to explain why the behavior was wrong. An example of appropriate behavior will be given. Limits will be consistent and firm. The rules will not change from day to day. If a child continues to display the inappropriate behavior, "Time Out" will be used. Time Out is a chair which is near the teacher's desk and will be used for acts of physical aggression, destructiveness, tantrums that cannot be ignored, and actions that are not appropriate that have been discussed before with the child. The staff will always make clear to a child that it is the child's behavior that is wrong. No child will be called bad or made to feel bad about themselves. Corporal punishment or physical punishment which is the intentional infliction in any manner or any type of physical punishment which results in physical pain or distress will not be used. This will include, but not be limited to, tapping, slapping, hitting or

shaking of the children. Emotionally or physically damaging acts including, but not limited to, ridiculing, shaming, belittling, deprivation of attention to the child's physical or emotional needs, verbal aggression, frightening threats or isolation out of sight or hearing of an adult will not be committed toward a child by any individual associated with this Center. No child in this center will be forced to eat nor will he be punished for not eating. Meals or snacks will not be withheld as a punishment. If necessary, parental consultation will be necessary for extreme disciplinary problems. The Center Director reserves the right to deny future use of the Center to parents who bring children who are repeatedly disruptive or unmanageable.

VII. SPECIAL DAYS / FIELD TRIPS

A. Holidays

The Children's Center will be closed for ALL major holidays--Memorial Day, Thanksgiving (two days--Thursday & Friday), Winter Holidays (December 20 - January 2), Martin Luther King Day, Easter Holidays (Friday before and Monday after) and Spring Break(usually in March). Exact dates can be found on your contracts. Tuition will not be billed for any Holiday Closings; however, if the University is closed due to the weather or other emergency, tuition will not be credited. You will be given the opportunity to make-up these days (weather related closings) during designated weeks. Please listen to your local radio station (WFRB 105.7 FM or call the University's Voice Mail Number--301-687-4030).

B. Field Trips

Participation in special trips off-campus will require a signed permission slip. These slips will be included with the monthly signed permission slip. These slips will be included with the monthly calendar and newsletter with information regarding the nature of the trip. We welcome all parents to help with transportation and/or supervision of children on any trip. Permission slips should be completed and returned to the white box found in the cubby room. It is a State Law that all children under 40 lbs. (no matter what age they are) OR under 4 years of age (no matter how much they weigh) must be buckled up in a child safety seat. We will not transport any child weighing less than 40 lbs. OR under the age of 4 unless they bring in the proper safety seat. Please see the State Law posted in the cubbie room. Field trips are scheduled in the a.m. only.

VIII. DAILY SCHEDULE

A. Lunch

According to the State Regulations, each child must be provided a balanced and nutritious lunch with milk daily. The State requires that milk be served from its original container. Therefore, each child will be served a cup of milk with lunch. You will be asked occasionally to bring in cups and one gallon of milk if your child stays for lunch. Since the Center is not equipped with to prepare lunch, parents are required to provide a well-balanced and nutritious lunch daily for their child. When you do not send appropriate quantities of the required food, we must have things on hand to supplement the lunch you send. If you do not send a lunch with your child, you will be billed the following: complete lunch \$4.50, one snack \$1.00. If your child receives any of the above to supplement his lunch, a bill listing the food provided by the Center will be placed in your child's cubbie and will be payable the next day to the Business Office. Your child's lunch must contain a few napkins and any other paper products and utensils needed to eat his/her lunch. If the lunch needs to be warmed, please be sure to mark the wrapping or container with your child's name so it is given back to your child after it is warmed. We will not cook food for your child's lunch. Therefore, we suggest you cook your child's food at home and we will warm it only. We will not warm anything longer than 40 seconds. Your child's lunch box should have your child's name clearly marked with large letters on the inside and outside with a permanent marker so your child may recognize it. All lids, containers, plates and bowls should be clearly marked with names. If your child will be present during lunch, he must bring a complete lunch with nutritious snacks. Lunch boxes that need to be refrigerated should be placed in the refrigerator. Otherwise, the lunch should be placed in your child's cubbie. Please try to limit the number of warm-ups since we can warm up only one at a time. This is very time consuming and someone usually ends up with cold food, especially if his was heated first. Therefore, we ask that you pre-heat the food at home and send it in a thermos to contain the heat. If you must send in a warm-up, please do so in a microwaveable container only. When sending pizza or a sandwich, we suggest you send in a paper plate for heating. Please put your child's name on the plate or bowl if sending soup. The pre-packaged puddings, yogurts, applesauce and fruits are usually wasted since once they are opened, they cannot be resealed. Once these items are opened, we do not put them back in lunch boxes since they usually spill and leak out. We encourage the children to eat all of their sandwich or main entree before starting on their snacks. The children are asked to eat the

healthier snacks first and if time allows, they can eat the non-nutritious snacks (candy, gummies, chips, etc). Most of the time the children will cooperate but tantrums do occur when they do not have time to eat the chocolate pudding, cake or candy/cookies that often accompanies their lunch. It is very difficult for the child who brings a well-balanced and nutritious lunch to understand why "little Johnny" gets candies and cakes in his lunch. Please be considerate of the other children and only pack healthy snacks. We try to check your child's lunch box before it is put away to make sure the lids are on tight. However, an occasional lunch box slips by and is put away before we check it. nutritious snacks. Lunch boxes that need to be refrigerated should be placed in the refrigerator. Otherwise, the lunch should be placed in your child's cubbie. Please try to limit the number of warm-ups since we can warm up only one at a time. This is very time consuming and someone usually ends up with cold food, especially if his was heated first. Therefore, we ask that you pre-heat the food at home and send it in a thermos to contain the heat. If you must send in a warm-up, please do so in a microwaveable container only. When sending pizza or a sandwich, we suggest you send in a paper plate for heating. Please put your child's name on the plate or bowl if sending soup. The pre-packaged puddings, yogurts, applesauce and fruits are usually wasted since once they are opened, they cannot be resealed. Once these items are opened, we do not put them back in lunch boxes since they usually spill and leak out. We encourage the children to eat all of their sandwich or main entree before starting on their snacks. The children are asked to eat the healthier snacks first and if time allows, they can eat the non-nutritious snacks (candy, gummies, chips, etc). Most of the time the children will cooperate but tantrums do occur when they do not have time to eat the chocolate pudding, cake or candy/cookies that often accompanies their lunch. It is very difficult for the child who brings a well-balanced and nutritious lunch to understand why "little Johnny" gets candies and cakes in his lunch. Please be considerate of the other children and only pack healthy snacks. We try to check your child's lunch box before it is put away to make sure the lids are on tight. However, an occasional lunch box slips by and is put away before we check it.

B. Snacks

A small snack and drink will be served to the children present mid-morning and mid-afternoon (see daily schedules). Children will not be offered seconds nor will substitutions be given if your child dislikes the snack served. All children will be encouraged to taste all snacks and drinks. Please present the staff with a Doctor's written notice if

your child is allergic to a specific food or has special dietary needs.

C. Rest Time

All children attending the Center during the hours of 1 p.m. and 3 p.m. will be required to participate in our Quiet Time. Each child will have his/her own cot. No child will be forced to sleep but must remain quietly on their cot. Please do not pick your child up during our rest time unless it is an emergency or absolutely necessary so that we do not disturb our little nappers. Each child will need a small pillow, sheet, and blanket which will be kept at the Center. The bedding will be sent home every two weeks. Please return the clean bedding on your child's next scheduled day. All bedding should have your child's name clearly marked on it.

D. Outdoor Play

Active outdoor play is an important part of a child's growth and development. A minimum of fifteen minutes per day has been scheduled for outdoor play time (weather permitting). Children should come to school dressed appropriately each day according to that day's weather and ground conditions. Children without appropriate clothing and footwear will be asked to remain inside until their parents are contacted and the proper clothing is brought to the Center. All children will be required to go outside unless they have a written note from a doctor. Children will participate in outdoor activities at least three times per day (morning, after lunch and after nap). Children wearing loose clothing, necklaces, capes, open toe shoes or hard/slippy type shoes will not be permitted to use the equipment on the playground or the jungle gym. Sneakers and rubber-bottomed shoes are preferred. Please apply sunscreen every morning before sending your child to the Center. The staff will not be responsible or permitted to apply sunscreen to any child. DO NOT leave sun screen in your child's cubbie.

IX. OTHER INFORMATION

A. Fundraisers

Several fundraisers will be held throughout the year. If you have any suggestions, please feel free to see the Director. All families are encouraged to participate in all the fundraisers or make a monetary contribution or supply contribution.

B. Dress

We encourage children to wear comfortable clothing. Please do not send your child to school in new or expensive clothing. We are on the floor

quite a bit as well as outside. We use markers and paint a great deal and certain colors do not wash out. Children are encouraged to wear play clothes and tennis shoes. Children should feel comfortable enough to enjoy themselves without worrying about their clothing. Your child's name should be placed in all outdoor clothing and other belongings to help ensure the return of all the proper possessions and clothes. Please do not send your child in clothes that are too complicated and they cannot get them on or off themselves in the bathroom (overalls, snaps, buttons, etc.)

C. Absences / Late Arrivals / Early Pick-ups

If you plan on bringing your child in late or picking your child up early, please call. Often we go for walks and may not be at the Center when you arrive to pick-up your child before his scheduled pick-up time. If your child will be out for the day or late, please let us know as soon as possible. If you will be out of town or away from your normal work/school/home number, please let us know. We will need backup numbers and people to notify in case of an emergency. All children must be escorted to and from the Center by an adult and signed in and out daily. Please acknowledge the staff when dropping your child off or picking them up so that we are aware of your child's presence or departure.

D. Treats

You will be assigned a date once a month to bring in a snack. You will be required to bring in juice/milk, 5 oz. cups, napkins, and plates/bowls and/or forks/spoons (if needed) for the number of children found after your child's name. The snack CAN NOT be home made. It must be pre-packaged. Please check with the staff for ideas.

E. Cubbies

Each child is assigned a cubbie. Their name will be placed on the top of it. Your child's extra clothing and shoes will be kept in a bag and hung from a hook. The other hook is for your child's coat. Any letters from the staff will be taped to the outside of the cubbie and your child's artwork will be placed inside their cubbie. Please take all papers home daily and read the material immediately since it may apply to the next day. Only your child's extra clothing shall remain in your child's cubbie at the end of each day. If someone other than yourself will be picking up your child, please be sure to inform them about letters from the staff which may be attached to your child's cubbie. Please do not allow your child to go into anyone else's cubbie.

If something comes home that you have not seen before, please return it since it may have been placed in the wrong cubbie. A box of tissues should also be in your child's cubbie at all times. A light jacket, a hat and mittens should also be kept in your child's cubbie at all times. Please label EVERYTHING brought into the Center with your child's name on it.

F. Withdrawal Notices

A written notice must be received two weeks prior to your child's last day of attendance for any adjustments to be made to your tuition. If this notice is not received, tuition will not be refunded.

G. Weather Related Delays, Closings, and Closing Policy

The Children's Center will be CLOSED when the University is closed. The Children's Center will OPEN late when the University opens late. (i.e., if the University opens at 9 a.m., the Children's Center will open at 8:55 a.m. If the University opens at 9:30 a.m., the Children's Center will open at 9:25 a.m. If the University opens at 10 a.m., the Children's Center will open at 9:55 a.m. In other words, the Children's Center will open five (5) minutes prior to the official opening of the University). The Children's Center will CLOSE early when the University closes early. ALL PARENTS will be notified (by phone) to pick up their child BEFORE the University is to close. Therefore, it is important that parents have back-ups and leave numbers of others to pick up their child if they cannot leave their place of employment. If the University closes at 1 p.m., ALL children MUST be picked up by 1:05 p.m. FSU closings, delayed openings and early closings can be heard on your local radio station or by calling 301-687-4030. Closings and delayed openings are usually announced by 6:15 a.m.

BB. BOBCAT EXPRESS PROGRAM

I. INTRODUCTION

The "Bobcat Express" is a money program encoded on your FSU ID card which allows you to make purchases with your card at selected university retail locations without using cash. It is a volunteer and free service developed to provide an alternative way of making purchases. Basic features of the "Bobcat Express" follow:

- A. All individuals currently holding a valid FUS I.D. card have a "Bobcat Express" account.
- B. There is no minimum dollar amount required for opening an account. Deposits can be made at any time in any amount and there is no maximum deposit amount.
- C. Deposits to "Bobcat Express" can be made any time using cash at the load stations in the Lane Center, Sub Connection and Frederick Hall mailroom and at the Card Management Center in the Ort Library. Payments can also be made in the Bookstore and in the Business Office in person using cash or check. If you wish to use a credit card, you may do so via our partner SallieMae. The SallieMae option allows you to make 'Bobcat Express' payments for a reasonable convenience fee based on per transaction.
- D. "Bobcat Express" can currently be used to make purchases in the FSU Bookstore, in beverage vending machines, Lane Center's Ticket Sales, Cat Trax, Appalachian Station, Java City, Sub Zero, Game Room, Brady Health Center, Chesapeake Hall and stadium concessions. Off campus locations currently accepting "Bobcat Express" include: McDonalds, Main Street Books, Pizza Hut, Dominos, Kelly's, Sheetz, B & B Country Meats, Subway, Kramer's Deli/AM Grind, Vocelli Pizza. Copy machines in the Library and in the Lane Center also accept "Bobcat Express". After making purchases, the amount of the purchase along with the remaining balance in the account is electronically displayed.

II. OPERATIONAL REGULATIONS

- A. Account balances roll over from year to year.
- B. Accounts may be closed at any time by spending the balance down to zero, or by requesting a refund in writing to the Business Office. Refunds can only be for the full account balance. All refunds are made by mail and usually takes 2-3 weeks to arrive at your home.
- C. Upon leaving FSU, a refund request for account balances in excess of \$10.00 must be made in writing to the Business Office within one year. Account balances less than \$10.00 will not be refunded or after one year refund requests will not be honored. Cash withdrawals cannot be made and cash cannot be given for returns purchased by funds from the "Bobcat Express". However, credit will

be made to the "Bobcat Express" for returned merchandise. Following one year of inactivity, letters will be sent to individuals with balances over \$10.00 to inform them of the balance. Requests for a refund can then be made. If no request is made the money will be deducted from that account and deposited into a university account called "Defaulted Bobcat Deposits". If the amount is under \$10.00 and no activity for one year the balance will be deducted and deposited into the account named above.

F. "Bobcat Express" is not an equivalency program to provide equal trade of meals in the Lane Center's "Appalachian Station".

G. Lost cards can be reported to any location where the card is accepted for purchases and at the online card office which is accessible through the Frostburg State University website. Until the time a card is reported lost, liabilities incurred on the card are the responsibility of the card holder and arrangements for a new replacement card must also be made by the card holder.

The "Bobcat Express" program will continue to grow and expand in response to the needs of the university community. As a result, policies and procedures may be adjusted. Further questions should be directed to the Director of the Bookstore and I.D. Services, Lane Center, phone x4341 or the I.D. Services/Bobcat Express Office, phone x4196.