

Housing and Room Agreement/Member Housing Agreements FAQs

PROCESS/TIMELINES

Why was the agreement process changed?

The process was changed due to member requests. Feedback received from chapter members during the 2023-24 Room Agreement process indicated that members needed to have details of the dollar amounts for living in the room before signing a room agreement. This made sense, as no one should ever sign an agreement without knowing the associated costs.

Beginning with the 2024-25 academic year, the room agreement will have one number ("housing fee"), which includes rent, chapter obligation, payroll, board/catering and utilities. Chapter dues, social dues, pass-through fees and onetime fees stay within the Chapter Operations Room Agreement Budget.

To accommodate this change, the housing budget timeline had to be adjusted. That means the housing/house corporation Room Agreement budgets for fiscal 2024-25 must have been approved during early fall 2023 to include dollar amounts on Room Agreements.

This separation of room agreements also allows for acknowledgment of what housing costs are for each member, providing them with clear data for comparison.

This planning-ahead process is similar to what happens at universities/colleges and private landlords nationwide as they opt for the Room Agreement a year in advance for budget purposes. Over the past decade, chapters have encountered members with signed leases a year (and, in some cases, more than a year) in advance. Early signing of outside living Room Agreements can significantly decrease the number of members living in the chapter facility. As a result, houses do not realize the funds needed for ongoing maintenance and upkeep and getting any long-term projects accomplished.

Finally, filling the house on time is considered an agreement to all members who otherwise have to wait until mid-year to sign any external Room Agreement and, therefore, have fewer choices.

What is the new process/timetable for signing room agreements?

Process/Timeline:

- **August 1:** Proposed budgets are sent to all housing (FHC/FMC/LLC) entities with live-in members.
- September 1: Budget approval for August recruiting chapters. All housing budgets must be completed/approved by the house corporation/Office of Housing and uploaded to Anchorbase. House corporation receive communication to hold a meeting during the summer, which can be virtual and must include collegiate voting members and the chapter's advisory team chair (ATC).
- October 1: Budget approval for chapters recruiting during September and October. All housing budgets must be completed/approved by the house corporation/Office of Housing and uploaded to Anchorbase. House corporation receive communication to hold a meeting during the summer which can be virtual in nature and must include collegiate voting members and the chapter's ATC.
- September/October: Using the approved housing budget, the Office of Housing calculates a figure to be included on the college students' Room Agreements. Room Agreements are assigned no later than three weeks after Bid Day for fall recruiting chapters. These dates are based on information shared on Anchorbase and carry "rolling deadlines," so not all are due on the same day.
- **Deferred recruiting chapters:** Room Agreements will be available this fall for sophomores and juniors to sign within three weeks of the beginning of school. And, if new members fill the house, those Room Agreements are assigned within three weeks of the winter/spring Bid Day.

Note: Many, if not most, chapters cannot rely solely on new members to fill the house due to lower quotas than the spaces available. Thus, the chapter must assign a portion of its Room Agreement capacity to current members. Don't overlook holding Room Agreements for new officers after elections. Room Agreements for new members coming in during winter/spring recruitment will be available for signature on greekbill.

For many groups with deferred recruitment, new members will come to the chapter with their housing plans already in place for the following year. Thus, they will be unable to commit to living in. Chapter officers must understand this will make filling the house with only new members a potential problem. So, assigning a portion of Room Agreements to current members in the fall is crucial.

House Corporation Budget not Approved per Timeline: A housing budget not approved by September 1 for those recruiting in August or by October 1 for those recruiting in September/October will have Room Agreement amounts based on the proposed budget. Given the need to have Room Agreements to list housing costs, there is no option for extensions.

We never have a problem filling our house. Why do we need to change our timetable?

Filing a chapter house post-pandemic has become, for most, a challenge. Lower enrollment at many academic institutions means lower quotas. Groups find their new member class does not fill their facility.

Even chapters that recruit what would be considered a sufficient number of new members in the fall encounter problems if they fail to issue Room Agreements promptly. Often, they discover new members have already signed Room Agreements to live in other facilities. It only takes a few not following the Room Agreement timeline to make a house unable to meet its financial obligations—even for chapters that have previously not had an issue with filling the house.

Changing the timetable also enables the inclusion of dollar amounts in Room Agreements, something members have specifically requested.

HOUSING WAIVER BOARD

What is the Housing Waiver Board? What does it do?

Established by FHC and approved by Council, the Housing Waiver Board is the body that assesses/decides on housing waiver requests made by collegiate members beginning July 2024. The Board provides a fair, impartial and consistent decision-making mechanism for considering housing waivers. Information shared with the Board remains confidential. The requests the Board oversees include:

- Room Agreement Waivers
- Service Animals
- Service Animals in Training
- Emotional Support Animals (ESAs)
- Live-in Over Academic Break
- House Director Pet/ESA
- Overnight Guest(s)
- House Corporation Director Term Limit (advisory to Council)

Who are the members of the Waiver Board?

There are three members of the Waiver Board.

- Member-at-Large/FHC Debbie Osburne, Gamma Xi-Texas Tech
- Member-at-Large/FMC Janet Vidrine, Gamma Zeta-Louisiana State
- Alumnae Member Erica Smith, Delta Nu-Northern Illinois

The two Members-at-Large serve on the board during their two-year Council appointment term. The alumnae member's term is one year.

GREEKBILL FOR 2024-2025 YEAR

- All members sign two contracts on greekbill.
 - Dues and Fees: Contracts for chapter operations.
 - Room Agreement or Member Housing Agreement (MHA): The Room Agreement is signed by a member who lives in a house. The Member Housing Agreement Is for all chapter members who do not live in.
 - When signing the two contracts, a member will continue to choose her payment schedule (monthly/by term/annual pay in full).
 - Please note members living in university-sponsored housing will still have a Secondary Housing Agreement to sign on greekbill for 2024-25. This document outlines Delta Gamma policy/procedures for those in university housing.
- All members will receive two invoices from greekbill. One is for the Dues and Fees contracts in the amount, and the other is for either Room Agreement or Member Housing Agreement charges.
- Payment timelines differ.
 - \circ Dues and Fees are due on the 1st and late on the 10th.
 - Room Agreement/MHA payments are due on the 1st and late on the 14th.
 - Delta Gamma policy indicates both invoices must be current for a member to remain in good standing.
- Housing will advise the chapter vp: social standards, vp: finance and director of house management/chapter property of members behind more than 30 days in payments on the housing side. Honor Board can then operate as needed. (Note: Recall that Honor Board is no longer responsible for granting room agreement waivers. That becomes the responsibility of the Housing Waiver Board starting July 1, 2024).
- The Office of Housing staff supports members who have not paid the chapter Room Agreement/MHA promptly. The following procedures have been vetted by Delta Gamma's general counsel.

- A reminder from greekbill will be sent to the members on the 1st of the month.
- Another reminder will be sent on day 15 with the member's request for a payment plan.
- At 30 days past due, OOH staff will connect with the member to support paying the outstanding balance and/or setting up a payment plan.
- If her housing invoices are not current, the member vacates the premises at the end of the term (semester/quarter).
- A live-out member not meeting her Member Housing Agreement cost will have chapter sanctions imposed.

ROOM AGREEMENTS/FILLING THE HOUSE

What is the actual room agreement procedure?

The full procedure can be found in the chapter bylaws and standing rules (BLSR), and below is the condensed version:

- Chapter knows they have X number of beds to fill (agreed upon capacity)
- Using the point system found in their BLSR, a list of all members' eligibility to live in is generated.
- Members are assigned Room Agreements based on this list/point system.
- Note: These last two steps may mean a chapter must reevaluate and use their specific point system for housing.
- Members sign Room Agreements within ten days of issue.
- Members honor Room Agreements and move into the house.

What is the procedure for being excused from living in?

A member requesting to be excused from living submits a Housing Waiver Request at members.deltagamma.org > My Profile >Tools & Resources; this request will be sent to the Housing Waiver Board. When requesting a waiver, make sure all pertinent information is included.

What if a new member signs but is not initiated?

The outcome depends on whether the new member initiation is being delayed or has resigned. This concern is also why it is a best practice to have current, initiated members living in rather than depending on new members. Section 24 of the Room Agreement explains the consequences of non-fulfillment. The chapter is responsible for filling any opening created if a new member does not honor her Room Agreement.

May I live in the house if I graduate mid-year or go abroad for part of the contract? What will I owe the chapter if I cannot fill my spot?

- **Mid-term graduation:** A Delta Gamma Room Agreement covers only the term the member is an undergraduate. Once they graduate, they become an alumna. Delta Gamma policy is non-members (e.g., not collegians) do not live in houses. This means the member cannot meet the terms of a full-year Room Agreement since a graduate cannot live in.
- **Mid-year transfer:** Member is responsible for finding another to take over their Room Agreement when they will not be in the house. In addition, this information should be included in the annual Member Budget Survey. If a member decides to transfer and has not completed the survey as such, they must share this information ASAP with vp: finance.

Note: A member who transfers and affiliates with another Delta Gamma chapter and lives in that chapter's facility will have the balance of their Room Agreement with the first chapter voided.

- **Abroad:** Studying abroad is a wonderful experience! Delta Gamma charges only pass-through fees and rent. No payroll or board is collected from a member who studies abroad. This is done to be consistent with the status's intent. Consequently, it is strongly recommended that housing positions are not offered to study abroad members before full-year live-in members, as only a portion of needed revenue is realized.
- **Professional School Acceptance/APS:** Members may live in the house as an active member if the program is on the same campus as the chapter facility and they have not graduated. If living in, they are expected to meet all fiscal member responsibilities, as any collegiate member would, as she receives the benefits of housing. They are not considered an alumna.
 - A member living out with APS status will have MHA charges reduced by 50%.
 - If they have graduated and the program is on the same campus as the chapter facility, they may request a waiver to allow them to live-in for the full academic year. Their fiscal responsibility to Housing would be for the full amount as they receive benefit from Housing.
- **Split-agreement:** If there is an agreement with another chapter member to "share" the Room Agreement (one member lives in for fall with a fall Room Agreement and one in the spring with a spring Room Agreement), both members must execute Room Agreements on greekbill. This is a specialized Room Agreement, so the Office of Housing/Regional Housing Specialist (RHS) will need to create and upload the document. The signed member is liable for the full year if the two agreements are not signed.

Should a member be unable to fill their spot in the house, they owe the chapter for the term the space is unfilled for Rent/ Payroll/Chapter Obligation per Chapter BLSR/Room Agreement in Section 24.

• Note: Best practice indicates chapters should not offer live-in space to study abroad/early graduate/mid-term transfers unless the house is larger than can be filled with other members. Or, if two members want to share the year (e.g., one member signs fall Room Agreement and lives in and the second signs a Spring Room Agreement and lives in during the spring).

What if we have more rooms than women in our new member class?

This is why chapter culture must adjust to the realities all chapters face. In the past, many chapters were able to fill their houses from the new member class alone. Postpandemic, this is not the case for most groups, as recruitment quotas are significantly smaller than in the past.

For a chapter with more space than new members can fill, it is time for sophomores, juniors and/or seniors to step up and fill the gap. These members can honor their Oath of Responsibility and be fiscally responsible by living-in to support the chapter in housing. There is no structure in chapter BLSRs limiting the number of years a member can live in. Many assume one year, but this is not the case – careful reading is suggested. Members live in until the facility is full. (2024-25 BLSR Article VI, Section 5).

In addition, many universities require freshmen and sophomores to live on campus. The existence of a "freshmen/sophomore success" program can further limit the number of eligible members to live in and, for any number of chapters, members going abroad for one or more terms also contribute to a smaller pool of candidates. All the more reason for each member to know she is expected to live in until her house is full.

What if we require officers to live in, but our elections are later in the semester?

Room Agreement space for these officers is held. Should a member who has already signed a Room Agreement be elected as an officer, then there will be a space open for another member to fill, and the chapter can move forward through its point system process to find the next eligible woman. Being a part of a chapter leadership is if noted in BLSR, an officer living in. Their example leads the way for the larger chapter membership.

What if a member/new member refuses to sign a room agreement?

The 2024-25 BLSR, Article VI, Section 10 states, in part, "If a member/new member refuses to sign a Room Agreement when their name comes up on the chapter's point system list and honor their Statement of Obligation, they may file a request for Waiver of Room Agreement to the Housing Waiver Review Board within the 10-day period after the assignment of the contracts."

This means that the Waiver Board reviews the request submitted by the member. The Waiver Board is the determining body; members apply consistent parameters to each application. If the waiver is granted/denied, vp: finance and director of house management will be notified, as well as the member. The member has the right to appeal to the Waiver Board. Situations such as this should be few, if any, as it indicates the member is not honoring her Oath of Responsibility.

We haven't filled the house this fall, but know our Continuous Open Bidding (COB) new members will be able to make the house full.

The timelines indicated for securing signed Room Agreements do not include an extension since house corporation/housing budgets are due a year in advance nowadays. New members may, of course, sign a Room Agreement, but a delay in securing needed Room Agreements cannot happen. And, often, new members come to the chapter with their next year's housing plans already in place. It is not advisable to attempt to depend on new members to fill the house.

Some members threaten to quit if they are required to live in the house. How does the Board handle these conversations?

Should a member threaten resignation rather than living in, it may be in the chapter's best interests to examine chapter culture. This type of action can indicate the chapter needs to work on rethinking what housing means:

- Is the property in need of work?
- Can capacity be reduced, and can single rooms be offered at a commensurate charge?
- Could amenities be offered or added to make living in more attractive?
- Is it the culture that only newer members are expected to fill the house rather than the entire membership?
- Is "one-year-and-out" thinking pervasive within the chapter?

Given the size of new member classes in many areas of the country, it may well be that "one year and out" is no longer viable for the chapter to remain fiscally solvent. This suggests holding challenging discussions with the entire chapter membership to rethink how housing "fits." The Housing Board will review each member's submission carefully. As needed, the board may choose to contact chapter leadership for background.

Possible reasonable accommodations that may be offered to a member include:

- Room on a quiet floor
- Single room (if available)
- Quiet room for all members use

Is there an appeal process if they aren't excused from living in? How does that work?

The Waiver Board's decision may be appealed to the Board if the member has additional, significant information to share with them.

If a member finds a replacement to move in, she can be excused, right?

Always! But only if the other member who has agreed to move in executes a Room Agreement for the agreed upon time frame in greekbill.

Can/will members still be held accountable for the Room Agreement next year if they resign now?

Yes, the Room Agreement language in Section 24 is very clear. It allows the FHC to ensure the member is held accountable. This is the same as with a landlord in a standard lease. Generally speaking, a landlord would not let a tenant out of a lease – he/she needs to be made "whole" to run the business.

What might members be liable for the entire Room Agreement?

At the recommendation of general counsel and Fraternity Director: Housing, the amounts the FHC/FMC will most likely work to collect are rent and chapter obligation, which cover the corporate expenses of the house.

How would a member be billed for the Room Agreement charges since those invoices don't go out until July 2024, and they won't be on greekbill anymore?

The vp: finance does not delete them but holds them in the "alum/non-member" category. If needed, an account can be reactivated, and charges can be added but this is not needed if the member is held as an "alumna". If they still owe the chapter money, they will be retained on the greekbill roster.

Does Honor Board have the authority to excuse a member from her Room Agreement for next year? Is there a deadline for her to be able to do this?

Beginning July 1[,] the Housing Waiver Board administers this area. Requests for relief from a Room Agreement should only be granted in the presence of a grave situation. The chapter will lose this income if the request is granted, with little hope of finding another individual to fill the space. There is no deadline for a member to apply for a waiver, but the chapter needs to recognize an empty space will mean less monies going to housing to meet budgetary needs.

Do chapters need to inform the Office of Housing if women have been excused from signed Room Agreements? Is there a way you would like that recorded?

Housing must know this information to invoice members correctly. For the 2025-26 academic year, Anchorbase has a Live In Management Task that will be used by chapter officers next year, but given this transition year, a combination of Regional Team/adviser/Director information and the OOH staff member reaching out to the vp: finance and director of house management will ensure the chapter's live in members' housing status (double, single, abroad) are depicted correctly before school ends.

If the member finds a replacement but the house is not full, may they still be excused from the Room Agreement?

No. While it is great someone has stepped up, they should already be assigned a Room Agreement to live in to fill the house.

What was the deadline for signing all Room Agreements for 2024-25? Or is it fluid right now?

The deadline is well past. It is not fluid after the date of the end of October, which allows house corporations to plan for income to cover projects and expenses.

Can a member be held to the Room Agreement even if the term has not yet begun?

Contracts can still be enforced if the spot in the facility has not been filled for the term. Delta Gamma relied on the fact that this member was going to live in, and therefore, the calculations on both the room agreement and the member housing agreement were based on receiving this income.

ADDITIONAL INFORMATION

- The pandemic hit everyone/everything hard, especially house corporations, due to a lack of inflow of normal amounts of funding and no end to basic housing expenses.
- The pandemic is now past, and Delta Gamma will enforce the Room Agreements/Member Housing Agreements. This enforcement provides housing entities income with which to engage in projects and build back the required corporation surplus. This surplus is what helped many chapters keep their facility during the pandemic, so it is vital to have a good business plan.
- Many, if not most, NPC groups assign/sign Room Agreements in the fall for the following fall. This is in response to universities and local landlords already following that policy. And this allows a larger pool of live-in candidates.
- Note: Some areas of the country have landlords and universities requiring two-year leases.
- Fall assignment/signing of Room Agreements is vital as, historically, new members/COBs from spring recruitment arrive with their housing plans for the coming year already in place, and therefore, they are unable to sign a Room Agreement. That is why waiting for "our new members this spring" is not a good business practice. If the chapter's new member numbers are robust and either holding steady or increasing, a conversation with OOH/RHS can be held to support a different Room Agreement timeline.
- Finally, this is the business side of chapter life. If no one lives in the facility, then it cannot be supported. If the facility is not supported, alternatives are limited. Each house carries a unique capacity number that must be met for the house corporation to operate and provide services to reside.

DEFINITIONS

- **Chapter Operations Budget**: Includes all chapter dues and fees for operations of chapter programs, fees to Executive Offices, and social and sisterhood programming.
- House Corporation/LLC/FMC Budget:
 - Chapters with housing: This includes all monies associated with running a chapter facility and administrative fees for the corporation overseeing it (think insurance, etc.).
 - Chapters without housing: Includes ALL monies associated with a group's storage unit and administrative fees for the entity overseeing (think insurance, etc.)

- **Dues and Fees**: Monies charged individual members for the operations of the collegiate chapter's programming/social/ Executive Office fees. ALL collegiate members pay dues and fees. The legal contracts signed by chapter members are to pay chapter operations, programming, social, and administrative costs.
- **Housing Fees:** Monies charged individual members for the housing side. If a chapter is housed, these fees include Rent/Payroll/Utilities/Board (or Catering)/Chapter Obligation. If non-housed, these fees support the Rent (storage)/Chapter Obligation.
- **Room Agreement (Room Agreement)**: Legal contact between the member and the Fraternity Housing Corporation/FHC (acts as agent for house corporation and LLCs). Member has ten days to sign once assigned on greekbill.
- Member Housing Agreement (MHA): Legal contracts between the liveout member and either the Fraternity Housing Corporation (FHC) or the Fraternity Management Corporation (FMC). This allows the use of the chapter facility (if housed) and includes a portion of the payroll and food service, if applicable, as part of the housing obligation (formerly chapter obligation). For unhoused groups, the housing obligation includes the cost of insurance on both the member and any contents the chapter has, such as ritual equipment, and any contractual amounts, such as a storage unit or common area/university space.