

# Housing Waivers

Updated September 2024

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To complete the waiver request, click on "HERE" on the waiver request page. That will access the waiver online. Fill in all required fields listed on the form – the waiver request will not be considered if there are omissions. Be sure ALL pages needed for the waiver request are completed. Please note only electronic submissions will be reviewed by the Waiver Board.



### Housing Waivers/Type Description

### SERVICE ANIMAL (ADA COMPLIANT)\*

Service animal that resides In-house supporting a live-in member or visiting the facility with a live-out member. Approved by Waiver Board for safety/security.

#### SERVICE ANIMAL IN-TRAINING\*

Chapter member training a dog as a future service animal; living-in to socialize the animal. Approved by Waiver Board

### ASSISTANCE ANIMAL (EMOTIONAL SUPPORT ANIMAL/ESA)\*

Animal living-in with member to enable their success while in school not subject to ADA requirements. Approved by Waiver Board

### LIVE-IN OVER ACADEMIC BREAK(S)\*

Designed for live-in member who needs to stay in town over an academic break for specific reasons not including summer. Approved by ATC and HCP/Assistant Dir Fraternity Housing (OOH) with oversight from RHS

### **RELEASE FROM ROOM AGREEMENT\***

Member request to be released from live-in requirement based on chapter point system or officer position held. Approved by Waiver Board (beginning Fall 2024)

### **HOUSE DIRECTOR PET\***

House director request to allow a pet in residence at the chapter facility. May also be requested under Service Animal or ESA designation. Approved by Waiver Board.

### HOUSE WAIVER/HOUSE CORPORATION BOARD TERM LIMIT\*

House corporation director requesting a one-year extension past the six year limit. Approved by Council.

> \* Requires Documentation \*\* Requires Documentation & Automatic Approval

### **OVERNIGHT GUEST(S)/GUEST IN HOUSE**

Designed for safety to ensure chapter and house director know who is overnight in the facility and refers to chapter BLSR for definitions. Approved by ATC and RCS/CAC/NCC OR Office of Housing with oversight from RHS.

#### **RELEASE FROM ROOM AGREEMENT TO LIVE-IN/APPEAL**

Zoom call with Waiver Board and applicant may be requested by member.

\* Requires Documentation \*\* Requires Documentation & Automatic Approval



### **Clinical Documentation**

This form is used by a member's medical doctor/therapist/licensed diagnostician when the member is seeking a housing waiver. All information provided remains confidential with the Housing Waiver Board.

The medical professional submits the request waiver to the Office of Housing (OOH)/ Fraternity Housing Corporation (FHC) at <u>HousingWaiverBoard@deltagamma.org</u>. As soon as possible but no later than the end of the ten-day window for Room Agreement approval.



### **ESA Clinical Documentation**

Delta Gamma house corporations/housing prohibit animals and pets on the chapter property, including the house and grounds. Assistance animals, also known as Emotional Support Animals (ESA), may be permitted on chapter property, subject to the oversight of the chapter management team and the house corporation/Office of Housing. Requests for this waiver must be submitted to the Waiver Board.

### ESA: Emotional Support Animal

Emotional support animal refers to an animal that provides a therapeutic benefit(s) to its owner through emotional support, calming, stability and other kinds of assistance to help alleviate symptoms associated with a disability. An assistance animal is not a pet. Emotional support animals do not perform work or tasks that would qualify them as service animals under the Americans with Disabilities Act (ADA). Emotional support animals that are not service animals under the ADA may still be permitted, in certain circumstances, as outlined in this policy and in accordance with the Fair Housing Act.

Submit the request waiver to the Office of Housing/FHC at <u>HousingWaiverBoard@</u> <u>deltagamma.org</u> at the time of completion/signing of the member's Room Agreement, if living in. If living out, a minimum of four weeks prior to the date the assistance animal would be on the property.



### **ESA Guidelines and Expectations**

### CONTROL

The member is responsible for ensuring that the ESA does not unduly interfere with the routine activities of the housing facility or of the resident members. Reported behaviors that are not conducive to the chapter community will be processed through Honor Board procedures. The member must comply with all state laws and local animal ordinances as well as recommended chapter facility policies and guidelines including, but not limited to, the following:

- An ESA may reside in the facility only in the assigned space after the approval process has been completed.
- The chapter reserves the right to have the member with an approved ESA occupy a single room in the facility at 1.5 standard room rate. If no single room is available, the member may need to occupy a double room and pay for both spaces.
- Within the housing facility, ESAs are not permitted in any public, common spaces including community/shared spaces and lounges.
- The member is solely responsible for the ESA's care, restraint, control and supervision at all times.
- In the event the ESA no longer resides in the housing facility, the member must inform the director of house management.

### **UNATTENDED ESA**

An ESA shall not be left alone for extended periods of time in a member's room and should never be left overnight without the owner. In the event that an ESA is left for an extended period of time without proper care, the director of house management will attempt to contact the member or their emergency contact to remove the ESA from the facility. If these parties are unable to be reached, the house director, after consulting with chapter and house corporation/Office of Housing, may notify the local animal control personnel to have the ESA removed. Any costs for removal of the ESA are the responsibility of the member and shall be invoiced through the Fraternity's approved accounting system.

#### **EMERGENCY CONTACT**

The member must provide the chapter president/advisory team chair (ATC)/house corporation president/house director the contact information for an alternative caregiver if the member is unable or unwilling to provide adequate care. This emergency contact shall not be residing in the chapter facility. The collegiate chapter and house corporation will assume no responsibility or liability for the care of the member's ESA.

#### **ESA CONTAINMENT**

The ESA must be contained within the assigned residential/study room at all times except when transported outside. The ESA must be under the control of the member and the member is responsible for the actions of their ESA. The member may not give permission to other members to remove the ESA from their residential/study room.

#### **ESA IDENTIFICATION**

The ESA must meet legal requirements for licensing. The Office of Housing/chapter/house corporation reserves the right to request documentation showing the ESA has been licensed. Cats and dogs must wear current vaccination and identification tags at all times and shall wear a tag identifying the ESA and its owner with the name and telephone number clearly printed.

#### **ESA BEHAVIOR**

The member is responsible for any odors, noises, damage or other conduct that disturbs others or damages the premises. Reported actions of the ESA that violate Delta Gamma/ chapter policies, such as, but not limited to, a noise violation, will result in Honor Board action with the member. Excessive violations of policies may result in removal. Removal of the ESA and/or cancellation of the contract is listed explicitly as a potential outcome.

#### **CLEANLINESS/SANITATION**

The member agrees to weekly cleaning or as needed of their living area to minimize the accumulation of ESA fur/dander at a minimum. The member is responsible for providing the equipment necessary to clean their living space (i.e., broom/vacuum/duster/mop, etc.). The member is responsible for properly containing and disposing of the ESA's waste, which will necessitate different handling precautions and responsibilities based on the ESA species.

- Indoor ESA waste, used litter, wood shavings, etc. must be disposed of in a sealed plastic bag. Used litter should be disposed of daily, placed in a plastic bag, and securely tied before being disposed of in an outside trash dumpster. ESA waste may not be disposed of in the interior trash receptacles in the facility. ESA waste, litter, shaving, etc. may NOT be flushed down toilets.
- All outdoor ESA solid waste must be immediately retrieved by the member, placed in a plastic bag and security tied before being disposed of in an outside trash dumpster.

 If the ESA vomits or becomes incontinent, it is the responsibility of the member <sup>9</sup> to make sure the contaminated area is clean up immediately, and the affected surfaces cleaned by the member with appropriate disinfectant.

### **RESIDENTIAL POLICIES**

The owner agrees to abide by all other housing policies. Though the reasonable accommodation constitutes an exception to the prohibition of ESAs in chapter facilities, this does not constitute an exception to any other residential policies.

### **REMOVAL OF ESA**

Any violation of the policies outlined in this document may be considered grounds for immediate removal of the ESA. The member will be afforded all rights of due process through Honor Board. Should the approved ESA be removed from the premises for any reason, the member is expected to fulfill their housing obligations for the remainder of the Room Agreement period.

• The ESA may be removed in the event it causes or poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation.

#### DAMAGES

The member is solely responsible for any damage to person(s) or property caused by the ESA. The member shall be held financially responsible for the actions of the approved ESA including bodily injury. The member is responsible for any expenses incurred for cleaning above and beyond a standard cleaning or for repairs to the residential space that are assessed after the member and ESA vacate the facility, including, but not limited to, replacement of furniture, floor tile, carpet, dry wall or wall coverings, closet and room doors. If fleas, ticks or other pests are detected in the housing facility as a result of the ESA, the house corporation reserves the right to treat the building using approved fumigation methods and bill the member for the expense of any pest control treatments.

### ESA MISSING/DAMAGE/DEATH

The member is responsible for immediately notifying the director of house management and House Director if their ESA dies or goes missing. The house corporation/chapter/ Office of Housing are not responsible for the loss, damage to or death of the ESA.



### Request for Housing Policy Waiver Emotional Support Animal (ESA)

According to the Housing Premises Policy, Delta Gamma house corporations/housing prohibit animals and pets on the chapter property, including the house and grounds. Assistance animals, also known as Emotional Support Animals (ESA), may be permitted on chapter property, subject to the oversight of the chapter management team and the house corporation/Office of Housing. Waivers for this request must be applied for from the Housing Waiver Board.

### ESA: Emotional Support Animal

An emotional support animal is an animal that provides a therapeutic benefit(s) to its owner through emotional support, calming, stability and other kinds of assistance to help alleviate symptoms associated with a disability. An assistance animal is not a pet. Emotional support animals do not perform work or tasks that would qualify them as service animals under the Americans with Disabilities Act (ADA). Emotional support animals that are not service animals under the ADA may still be permitted, in certain circumstances, as outlined in this policy and accordance with the Fair Housing Act.

The Housing Waiver Board reviews and approves Requests for ESA waivers. Submit this waiver request to The Office of Housing/FHC at <u>HousingWaiverBoard@deltagamma.org</u>. If living in, at the time of completion/signing of the member's Room Agreement. If living out, a minimum of four weeks prior to the date the Emotional Support Animal would be on the property.



### Request for Housing Policy Waiver Financial Modification of Member Housing Agreement (MHA)

### Member Housing Agreement/Recitals (FHC/LLC/FMC)

All initiates and members of a chapter maintaining housing shall be required to pay for a portion of the operating expenses of the Facility, along with their portion of the Fraternity insurance program, any meal plan agreed upon by the Chapter, and other various expenses incurred by FHC for the benefit of the Chapter.

### MEMBER HOUSING AGREEMENT

FHC/LLC chapter - The total housing fee (combined housing obligation and Food Service) for this agreement is the dollar amount stated on the specific chapter Member Housing Agreement document. Each installment will be due and payable, unless otherwise notified by FHC, to FHC via greekbill as indicated on the invoice provided to Member.

FMC chapter - The total housing fee for this agreement is the dollar amount found on the specific chapter Member Housing Agreement document. Each installment will be due and payable, unless otherwise notified by FMC, to FMC via greekbill as indicated on the invoice provided to Member.

### **REQUEST CRITERIA**

A member assigned a Member Housing Agreement based on the criteria used by the chapter to determine eligibility and who would like to be partially released from this obligation.

Submit this waiver request to The Office of Housing/FHC at <u>HousingWaiverBoard@</u> <u>deltagamma.org</u> Upon a decision from the Waiver Board, the other stakeholders listed at the end of the document will be informed.

### DUE

As soon as possible but no later than the end of the ten-day window for Member Housing Agreement signature.



### Request for Housing Policy Waiver House Corporation Board Term Limits

According to 8.1 House Corporation-House Director Policy 6A, a house corporation board member is elected for a two-year term and may serve no more than three consecutive terms on the house corporation board without a full two-year term rotation off the board.

Council reviews and approves this waiver. Submit this waiver to the Office of Housing/ FHC as soon as a need is identified at <u>HousingWaiverBoard@deltagamma.org</u>. House Corporation Board Term Limit waivers are approved by Fraternity Council as soon as need is known.



### Request for Housing Policy Waiver House Director Pet

According to 8.2 Housing Premises Policy, guests and non-resident members may not bring live animals onto Delta Gamma property unless they are service animals. Waivers may be granted for house director's pets, service animals or emotional support animals for residents by application from the Delta Gamma Office of Housing.

The Housing Waiver Board reviews and approves this waiver. Submit this waiver request to the Office of Housing (OOH)/Fraternity Housing Corporation (FHC) at <u>HousingWaiverBoard@deltagamma.org</u>. This waiver is due as soon as the House Director knows she will want to have a pet in the facility.



### <u>Request for Housing Policy Waiver</u> <u>Live-In Member Staying Over Academic Break</u>

As shared in the Housing Memo from April 2023, many collegiate students have circumstances that do not allow them to leave their place of residence during regularly scheduled academic breaks. Campuses across the country have relaxed rules on staying over during academic breaks to accommodate students' responsibilities. Having a job or an internship, taking an intersession class to meet school requirements or living abroad or out of state can make it challenging for a member to vacate the chapter facility for a long weekend or extended break.

Fraternity Council requested the Office of Housing craft a request process helping those students who are unable to leave during the academic year. A member needs to complete the request form no later than 30 days after the beginning of each academic term. Members must think ahead and avoid last-minute changes. The process is not meant to be a hardship to the house corporation but can make living in the facility more attractive to members who need some flexibility.

### APPLICABLE LANGUAGE FROM ROOM AGREEMENT

The term of this Contract is for a period beginning open date (the "commencement date") and ending close date (the "termination date"); however, fraternity housing corporation (fhc) shall, in its sole discretion, determine the dates on which the facility will be open for occupancy during the term of this contract, provided that FHC shall give due consideration to the dates on which classes are in session and the dates on which the residence halls at the Institution are open for occupancy by Occupants. Occupant may not occupy the Room before the Commencement Date and must vacate the Room on the Termination Date unless otherwise agreed to in writing by FHC. The Room will be unavailable to Occupant during times that the Institution is not in session for a period of one week or longer including winter or spring breaks. The parties agree that this Paragraph 2 constitutes notice of such closure to the fullest extent allowed by applicable law.

### **REQUEST CRITERIA**

A live-in member with a signed Room Agreement may submit a request to the advisory team chair (ATC) and house corporation president/assistant director for managed properties (for LLC/FMC chapters with housing) via the Regional Housing Specialist (RHS) to remain in the chapter facility over a scheduled academic break during the school year.

#### DIRECTIONS

- Complete the dates (open/close) in the Room Agreement paragraph above.
- Complete the information requested below in full by the member making the request.
- Attach required documentation to accompany the request. Note that any incomplete section(s) or missing documentation will delay any request to be considered (check timeline which will be observed).

Submit this waiver request to the Office of Housing/FHC at <u>HousingWaiverBoard@</u> <u>deltagamma.org</u>. Upon approval by the ATC and house corporation/assistant director for managed properties, the collegiate member and other stakeholders (noted below) will be notified. The RHS coordinates and oversees this process.

Submit this waiver no later than 30 days after the beginning of each academic term (semester/quarter). Be complete when filling out the request as follow up for missing items will take additional time which will impact the timing of the request.



### <u>Request for Housing Policy Waiver</u> <u>Release from Room Agreement</u>

### APPLICABLE LANGUAGE FROM ROOM AGREEMENT

The term of this Contract is for a period beginning OPEN DATE (the "Commencement Date") and ending CLOSE DATE (the "Termination Date"); however, Fraternity Housing Corporation (FHC) shall, in its sole discretion, determine the dates on which the Facility will be open for occupancy during the term of this Contract, provided that FHC shall give due consideration to the dates on which classes are in session and the dates on which the residence halls at the Institution are open for occupancy by Occupants. Occupant may not occupy the Room before the Commencement Date and must vacate the Room on the Termination Date unless otherwise agreed to in writing by FHC. The Room will be unavailable to Occupant during times that the Institution is not in session for a period of one week or longer including winter or spring breaks. The parties agree that this Paragraph 2 constitutes notice of such closure to the fullest extent allowed by applicable law.

#### **REQUEST CRITERIA**

A member who is assigned a Room Agreement based on the criteria used by the chapter to determine eligibility and who would like to be released from this obligation. As soon as possible but no later than the end of the ten-day window for Room Agreement signature.

Submit this waiver request to The Office of Housing (OOH)/Fraternity Housing Corporation (FHC) at <u>HousingWaiverBoard@deltagamma.org</u>. Upon a decision from the Waiver Board, the other stakeholders listed at the end of the document will be informed.



### Request for Housing Policy Waiver Service Animal

According to the Housing Premises Policy, house corporations/housing prohibit animals and pets on the chapter property, including the house and grounds. However, service animals are permitted on chapter property, subject to the oversight of the chapter management team and the house corporation/Fraternity Management Corporation. Service animals include guide dogs, signal dogs, or other animals individually trained to do work or perform tasks for the benefit of an individual with a disability.

A service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.

The Housing Waiver Board reviews and approves this waiver. Submit this waiver request to The Office of Housing/FHC at <u>HousingWaiverBoard@deltagamma.org</u>. Approval secured prior to bringing animal onto facility grounds. This is for safety and security purposes, only.



### Request for Housing Policy Waiver Service Animal in Training

According to the Housing Premises Policy, house corporations/housing prohibit animals and pets on the chapter property, including the house and grounds. However, service animals in training are permitted on chapter property, subject to the oversight of the chapter management team and the house corporation/Fraternity Management Corporation. Service animals include guide dogs, signal dogs or other animals individually trained to do work or perform tasks for the benefit of an individual with a disability. Only one service animal in training at a time is allowed to be on chapter property. Waivers to this policy may be granted by the Waiver Board.

Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.

### **APPROVAL PATH**

The Housing Waiver Board reviews and approves this waiver. Submit this waiver request to The Office of Housing/FHC at <u>HousingWaiverBoard@deltagamma.org</u> at the time of completion/signing of the member's Room Agreement OR in advance of the animal being on the property, whichever date falls soonest.



### <u>Request for Policy Waiver</u> <u>Overnight Guest in Chapter Facility</u>

According to the Housing Premises Policy, Delta Gamma residential facilities are for member use. No one may live in a DG facility who is not an employee of the house corporation or a collegiate chapter member who has a signed Room Agreement. Members without a signed room agreement may have access to the facility and its use during the hours stated in the chapter bylaws and standing rules regarding visitors. The house is not assumed to be open 24/7 due to safety and security reasons.

- Member-guest (Initiated Delta Gammas from any chapter or new members): The frequency of overnight guests is assumed to be random and not for regular or multiple use by the same guest. Exceptions for members without a signed Room Agreement may be made in accordance with the chapter's Bylaws and Standing Rules (BLSR) regarding guests.
- Non-member-guest (anyone other than an initiated Delta Gamma): The chapter facility will be closed to non-member guests as detailed in the chapter's BLSR, respecting private areas for resident use only. Members shall be responsible for their guests in the facility and shall observe visiting hours as indicated in the BLSR. Exceptions to the facility being closed to non-member guests shall be in accordance with the chapter's BLSR regarding non-member guests.

### **REQUEST CRITERIA**

This form is for member use to obtain permission to have a guest overnight in the chapter house. The guest may/may not be an initiated Delta Gamma. The waiver is needed to ensure the safety/security of all occupants of a chapter facility.

### **APPROVAL PATH**

For FHC/LLC/FMC chapters

- Approval of the advisory team chair (ATC)
- Approval by Regional Collegiate Specialist (RCS)/Council Appointed Coordinator (CAC)/New Chapter Coordinator (NCC)
- Supervised/coordinated by Regional Housing Specialist (RHS)

Submit this waiver request to the Office of Housing/FHC at <u>HousingWaiverBoard@deltagamma.org</u>.

#### DUE

- For groups of more than five, the deadline is not later than 30 days prior to the date(s).
- For small groups of 1 to 5, the deadline is not later than 10 days prior to the requested date.