



## **PERMANENT MEMORANDUM-68 — Construction, Modification, Maintenance, Care and Operation of Sorority and Fraternity Houses Located on University Property**

### **Related President's Action Items:**

- A. vi.** Review PM-68 ("Construction, Modification, Maintenance, Care and Operation of Sorority and Fraternity Houses Located on University Property") for implementation of policy changes applicable to resident organizations
- A. vii.** Review leases of University property by Greek organizations for risk management considerations.
- C. vii.** Require all Greek chapters to have a "drug-free" policy for chapter houses (with enforcement mechanisms and consequences for non-compliance) and have all chapter presidents and advisory board chairs certify with the University annually that they are in compliance with their policy.
- C. viii.** Develop minimum job qualifications for Greek chapter house directors (for those chapters that have on-campus houses) and require all chapters to have house managers who meet these qualifications by Fall 2019. Each chapter shall submit the names and resumes of proposed house managers to the Office of Greek Life to ensure that these individuals meet the minimum job qualifications set forth.

### **Permanent Memorandum**

**Subject:** Construction, Modification, Maintenance, Care, and Operation of Sorority Houses, Fraternity Houses, and other Organizational Houses Located on University Property -PM-68

**Date:** July 10, 2018  
(replaces PM-68 dated August 25, 1994)

This Permanent Memorandum shall govern the construction, modification, maintenance, care, operation and related activities, and facility management concerns for leased housing facilities and premises leased or operated by Greek sororities and fraternities or other approved organizations on property owned by the LSU Board of Supervisors. It is the goal of this Permanent Memorandum to ensure the organizations operate such facilities safely and legally within the regulatory framework established both by the University and by outside agencies.

#### **I. Definitions**

**Designated Unit:** a component, office, or department of the respective campuses of the University responsible for interacting and monitoring organizational housing.

**Facilities or Leased Property:** All land leased by the University to an Organization (as defined herein) and permanent or temporary buildings, structures, sidewalks, parking lots, signs, fences, and landscaping situated thereon.

**Organization:** The local chapter of the sorority or fraternity, recognized organization, the house ownership organization, or other legal entity which has a lease agreement with the University for the land and owns or sub-leases the improvements on that land or is leasing the improvements from the University.

**University:** Board of Supervisors of Louisiana State University and Agricultural and Mechanical College.

## II. General Policy

- A. Campus House Management Committee (CHMC) shall be convened by a representative of a Designated Unit (e.g. Greek Life Office) and composed of representatives from the following offices: Planning Design and Construction, Facility Services, Environmental Health and Safety, Risk Management, LSU Police Department, and LSU Office of General Counsel (or any unit responsible for the duties assigned to the listed units and approved by the President), to enforce and annually review the provisions of this Permanent Memorandum and make recommendation for changes to the Oversight Committee on Greek Life. The CHMC will be chaired by a person from the committee decided on annually by the members of the committee.
- B. All Organizations, whether currently leasing from the University, sub-leasing or entering into leases in the future with the University, must comply with the provisions of this Permanent Memorandum.
- C. The legal entity owning, leasing, or sub-leasing the Facilities must identify to the Greek Life office at all times a specific person to represent the Organization on matters related to the lease and this Permanent Memorandum. That legal entity shall also maintain with the Greek Life office a current copy of its organizational structure, officers, and membership.
- D. All leases or sub-leases will be processed through the Office of General Counsel in coordination with the Real Estate, Public Partnerships, and Compliance office where a copy of the signed lease will be retained.
- E. CHMC members and authorized employees of the University, as determined by the Oversight Committee on Greek Life, are entitled to inspect the Facilities at a reasonable time with 24-hour notice. No advance notice is required in the event of an emergency or life safety concern or for a maintenance employee with an approved work request/order.
- F. The Organization shall provide a roster of current members to the Designated Unit (e.g. Greek Life Office) at least one week prior to the first day of class each semester. Lists and rosters shall be updated during the course of the semester as changes occur.
- G. The Organizations may receive and be billed for utilities and maintenance services provided by the University. An itemized bill should be provided upon request of the Organization.
  1. A deposit of \$500 shall be required as a condition for utility service.
  2. If the Organization is more than 30 days past the due date in payment of such bills and has received a certified letter, it will be considered delinquent and in violation of the lease agreement and this Permanent Memorandum.
- H. The University expects the Organization to conduct its business functions, including collection of fees, payment of bills, and proper maintenance of personnel and tax records, in a responsible and business-like manner. Failure to pay invoices in a timely manner will be considered a violation of the lease and this Permanent Memorandum. Where feasible and mutually acceptable, Organizations may contract with the University for the collection of certain fees from individual members.
- I. The Facilities may be used only for the housing, dining, and personal living needs of LSU students, student members, and pledges/associate members of the Organization and its House Director, and for conducting appropriate social and organizational activities of the Organization approved by the University.
- J. Freshmen will not be allowed to reside in the Facilities for their first semester (fall or spring). Second-semester freshman may live in the Facilities provided the following conditions are met:
  1. The Organization must be in good standing with the University and the national organization, as applicable.
  2. The freshman applicant must:
    - a. Have been initiated into the Organization, if applicable
    - b. Not be on disciplinary probation or deferred suspension with the University.
    - c. Have a minimum 2.25 grade point average.
    - d. Be in good standing with the Organization, if applicable.
  3. The total number of freshmen living in the Facility shall not exceed thirty percent (30%) of the total number of members living in the Facility.

- K. Facilities shall not be used for any purpose or activity determined to be unlawful under the provisions of any federal, state, or local statute, ordinance, or regulation, or in violation of any policy or regulation of the University. Each Organization shall abide by all applicable federal, state, or local statutes, rules, regulations, or ordinances, and by any other rules or regulations adopted by the University.
- L. Facilities shall not be used at any time for the purpose of carrying on any unapproved business, profession, or trade of any kind whatsoever.
- M. Controlled substances as defined by any federal, state, or local statute, or rule, regulation, or ordinance shall not be sold, possessed or utilized in or on the Facilities. An individual may use prescription medication which otherwise qualified as a controlled substance but only under a prescription to that individual.
- N. Except as authorized by law, firearms are not allowed in or on the Facilities.
- O. The sale, purchase, possession, and use or consumption of alcohol in or upon the Facility must be in compliance with all applicable laws and University policies.
- P. The Organization is prohibited from hiring anyone convicted of or pleading no contest to any of the crimes listed in La. R.S. 15:587.1 barring advance approval by the district attorney and a district judge. The Organization will conduct criminal background checks for personnel employed by the Organization at the Facilities.
- Q. Penalties for violation of any part of this Permanent Memorandum or provision in the lease may include a formal warning, restriction or denial of all activities, monetary penalties, community service, suspension of the Organization, or termination of the lease. Prior to suspension of the Organization or termination of a lease **for violation of this Permanent Memorandum**, the University shall:
  - 1. Provide the Organization written notice of the intended action and,
  - 2. If the violation is susceptible to corrective action, allow a period of 14 days to elapse from the date of the notice before taking the intended action without the Organization, in the opinion of the University, having corrected the violation.

### III. House Director

- A. Each Organization is required to employ a House Director to live and be present at the Facility on a full-time basis during the regular academic year or summer, when the Facility is open and/or occupied.
  - 1. The House Director job description must comply with the following minimum qualifications:
    - a. Must be 25 years of age or older;
    - b. Bachelor's degree recommended;
    - c. Experience working with Greek-lettered organizations, residence life, or other group living strongly preferred;
    - d. Cannot be a graduate of the employing chapter within the past five years without the permission of the Dean of Students.
  - 2. A sample House Director job description is posted on the Designated Unit's website and is available for use with suggested job duties and responsibilities.
  - 3. Each Organization shall submit the name and resume of any proposed House Director to the Designated Unit (e.g. Greek Life Office) to ensure that the proposed House Director meets the minimum qualifications no later than one week prior to the offer of employment.
  - 4. House Director mandatory training will be completed prior to opening for the semester or within 30 days of employment. Mandatory training will be scheduled through the Designated Unit (e.g. Greek Life Office). This training is also available for advisors, house corporation members, and alumni. Mandatory training requirements will be reviewed on a bi-annual basis and recommendation for changes will be presented to the Oversight Committee on Greek Life for approval.
- B. During any planned absence or voluntary termination of a House Director, the Organization shall provide an interim House Director. Any interim House Director must meet the minimum qualifications of the House Director and can be an advisor, member of the house ownership organization, or alumni.

- C. For any unplanned or unexpected absence, including the resignation of a House Director, the Organization shall immediately notify the Designated Unit (e.g. Greek Life Office) and must make reasonable effort to promptly provide an interim House Director. If a House Director is not available within 72 hours, the Organization must present an action plan for correcting the deficiency.
  - 1. The action plan must specify specific steps which will be taken and deadlines for completion of each step. If an Organization fails to hire or maintain a House Director for a period exceeding 30 days, the Organization must provide an updated action plan.
  - 2. If an Organization fails to comply with its action plan, fails to update its action plan as required, and/or fails to demonstrate continued reasonable effort to engage a permanent House Director, the Organization will be subject to sanction by the University.
- D. In the absence of a House Director or interim House Director, regardless of reason, no meetings or activities of any kind may take place at the Facility, including Chapter meetings or informal gatherings, and only residents may be present at the Facility (except for during standard dining services) before 8:00 a.m. and after 8:00 p.m. on weekdays, on weekends, overnights and during any event or activity at the Facility.

#### **IV. Facility Compliance**

- A. Fire and life-safety codes and health and food service sanitation regulations must be observed at all times.
  - 1. The Organization shall complete an annual Food Safety Audit of all food prep areas and equipment to ensure compliance with federal and state health codes through a third party vendor. A copy of the annual audit in the last year will be provided to the Designated Unit prior to July 1 each year. The Organization will also provide a copy of any plan of correction for each audit deficiency to the Designated Unit and Environmental Health and Safety office.
  - 2. The Organization shall provide proof of an annual inspection in the last year by the state fire marshal for the owned Facilities to the Designated Unit prior to July 1 each year. The Organization will also provide a copy of any plan of correction for each deficiency submitted to the Fire Marshal to the Designated Unit and Environmental Health and Safety office.
- B. Fire drills will be conducted in accordance with the Office of the State Fire Marshal's mandate for University housing - one each fall and spring semester and one in the summer, if the house is occupied. The fire drill each semester will be conducted within the first two weeks of classes starting. Fire drills will be conducted and the house inspected to ensure compliance by all present. The results, date, and time will be documented and maintained on file to be available upon request by the University or Fire Marshal.
- C. The Organization will submit all permanent exterior signage requests to the Designated Unit for forwarding to the Planning Design and Construction office for review and approval prior to installation.
- D. The Organization shall comply with the University Parking Policy and not allow parking of any vehicle on an unprepared surface. No vehicles are to be parked on the grounds or driven through the grounds to access the building except by permission of a Facility Services' representative. Special access ways can be developed for event setup and takedown under the guidance and assistance of a Facility Services' representative. Upon request, Parking and Transportation will ticket and/or tow illegally parked vehicles.
- E. Each Organization will maintain a Tropical Storm/Hurricane Protocol and review it on an annual basis for updates. The protocol will be submitted initially and when modified to the Designated Unit.

#### **V. Facility Maintenance and Upkeep**

- A. The Organizations shall maintain all owned Facilities and grounds in good repair and in a safe, serviceable, clean, and sanitary condition acceptable to the University. The Organization shall keep all walks, parking areas, and lawns free from dirt, debris, and trash at all times and maintain lawns, landscaping, and housing exterior in a condition and appearance acceptable to the University. If corrective action is not taken within five days of a notice of being out of compliance, the University will provide the service and bill the Organization. The following minimum standards apply to the grounds on the Facilities:
  - 1. Turf areas will be kept in a healthy condition and free of weeds, edged, trimmed, and mowed.
  - 2. All landscaped beds will be mulched and kept free of weeds and grass.

3. Prior to any excavations, a *Utility Locate Request* must be submitted to Facility Services and contact made with Louisiana One Call @ 1-800-272-3020 to ensure location of all utilities.
  4. No paint, dyed water, or any other substance is to be released on the grounds or into the drain structures.
  5. Tree removal or maintenance will be done by the University and all associated costs will be billed to the Organization.
  6. Clean-up of the external portions of the Facilities shall be completed no later than 24 hours after the conclusion of the function. Upholstered furniture may be used outside at the Facilities only during registered functions.
- B. The Organization shall maintain a contract for annual and periodic preventative maintenance of the heating, ventilation, and air conditioning systems and shall provide a copy of said contract to the Designated Unit by July 1 of each year.
- C. The Organization shall maintain grease interceptors in efficient operating condition by periodic removal of the accumulated grease. No such collected grease shall be introduced into any drainage piping, or public or private sewer.

## VI. Insurance Requirements

- A. The Organization shall procure and keep in full force and effect public liability and property damage insurance sufficient to protect the Organization and University from any and all claims for personal injury, including death and property damage claims which may arise from any activity or operation related to the Facilities, in amounts acceptable to the University. The following shall also apply **unless the Organization lease requires greater limits or coverage**:
1. The Organization shall carry All Risk Property Insurance on any improvements located on the Leased Property in the greater of either the appraised value of the improvements or the replacement cost of the improvements.
  2. The Organization shall carry Commercial general liability coverage shall be no less than \$1 million per occurrence/\$2 million aggregate per year.
  3. If the Organization is an employer, the Organization shall carry workers' compensation in compliance with Louisiana law and employer liability coverage of no less than \$1 million per accident/disease/employee.
  4. The Organization shall maintain broad form contractual liability coverage (to the extent not included in commercial general liability coverage).
  5. All insurance shall be carried with responsible insurance companies authorized to transact business in the State of Louisiana and acceptable to University.
  6. Any property or liability insurance policy must contain an endorsement or other written acknowledgment identifying the University is an additional insured under the policy.
  7. All policies must provide occurrence coverage.
  8. All policies must provide that the University shall be given at least 30 days written notice prior to any modification or termination of coverage.
- B. Proof of insurance required by this section shall be provided to the Designated Unit by July 1 of each year to be forwarded to LSU Risk Management for review and approval.

## VII. Modifications, Improvements, Alterations, or Repairs

- A. Any modifications, improvements, alterations, or repairs of the current improvements located on the Facilities, including expansion or wholesale replacement of site work or landscaped areas must be submitted through the Designated Unit to the Planning Design and Construction (PDC) office for code review and permitting.
1. Prior to any excavations, a *Utility Locate Request* must be submitted to Facility Services and contact made with Louisiana One Call @ 1-800-272-3020 to ensure location of all utilities.
  2. Seasonal plantings, replacement of dead plants, mulching, etc. do not require PDC review.
  3. Minor maintenance tasks that do not involve facility modifications, alterations, replacement, or construction of systems inside of walls, below floors, or above ceilings do not require PDC approval, but it is encouraged to consider a review to avoid dislodging of hazardous materials that may be present.
  4. Emergency repairs may be performed without PDC review by licensed vendor/contractor.

- B. **No work** will start until all approvals are received in writing in the form of an Authorization to Proceed from the PDC office.
  - 1. Minor work will generally be approved within two weeks.
  - 2. Major work such as major renovations and new houses will require multiple reviews and be lengthier.

### **VIII. Security**

- A. It is strongly encouraged that surveillance cameras be provided by the Organization on all exterior doors and preferred for community/social spaces in the house (living room, chapter room, lounges and social spaces). Camera footage should be stored for a minimum of two weeks.
- B. Adequate exterior lighting will be provided by the Organization. It is suggested that a monthly lighting survey will be documented and maintained on file.
- C. Keying and Key Management
  - 1. All exterior doors and bedroom doors will be provided with an approved key/card, biometric, or electronic operated lock by the Organization. A card lock will have an emergency key override feature.
  - 2. It is strongly encouraged or expected that bedroom doors be equipped with an approved key/card, biometric, or electronic operated lock by the Organization. All locks will have an emergency key override feature.
  - 3. Existing facilities may be secured by keyed lock, but it is preferred that new construction and major renovations will provide card, biometric, or electronic operated locks with an emergency key override.
  - 4. The Organization will maintain an inventory of all keys and doors operated by keys.
  - 5. The Organization will conduct a complete audit of all keys at the end of each semester and maintain documentation of the audit and actions taken for unaccounted keys/lock changes.

### **Appendix: Summary of Required Organizational Submittals**

- 1. The house ownership organization shall maintain the identity of the person to represent the Organization on matters related to the lease and this Permanent Memorandum with the Designated Unit.
- 2. The house ownership organization shall maintain a current copy of its organizational structure, officers, and membership with the Designated Unit.
- 3. The Organization shall provide the Designated Unit a roster of current members at least one week prior to the first day of class each semester.
- 4. Submit the name(s) and resume(s) of proposed house directors to the Designated Unit to ensure that the proposed house director(s) meet the minimum qualifications at least one week prior to the offer of employment.
- 5. Proof of insurance satisfying shall be provided to University (Designated Unit and Risk Management office) by July 1 of each year.
- 6. Provide a copy of the annual Food Safety audit in the last year from third party vendor for the kitchen and dining areas by July 1 each year. Plan of correction for each audit deficiency to be provided to the Designated Unit and Environmental Health and Safety office when available.
- 7. Provide a copy of the annual inspection in the last year by the state fire marshal for the entire owned Facilities by July 1 each year to Designated Unit and Environmental Health and Safety office. Plan of correction for each audit deficiency to the Designated Unit and Environmental Health and Safety office when available.
- 8. Annual and periodic preventative maintenance of the heating, ventilation, and air conditioning systems contract to the Designated Unit by July 1 of each year.