June 2020

Office of General Counsel

COVID-19 Housing Addendum

# COVID-19 HOUSING ADDENDUM

Fond du Lac Tribal and Community College (FDLTCC) aims to deliver its mission while protecting the health and safety of our students and minimizing the potential spread of disease within our community. As a resident, the 2019 Novel Coronavirus or similar public health crisis (“COVID-19”) will impact your housing experience as Housing & Residential Life (HRL) continues to make public health-informed decisions. The below policies and guidelines are incorporated into the FDLTCC Student Housing Policies and Procedures and are applicable to all residents. As always, we plan to update you with timely information about specific health and safety guidance important for our residents.

Acknowledgement of Risk.

FDLTCC holds as paramount the health, safety and welfare of every member of its community. FDLTCC, however, cannot guarantee a COVID-19-free environment. Unfortunately, the risk of COVID-19 exposure exists in all public places where people are present. FDLTCC is taking all recommended steps to mitigate this risk, but we cannot categorically guarantee you will not get sick. Minimizing the risk of COVID-19 infections (or any other spread of disease) at FDLTCC is a shared responsibility. As outlined below, every member of our community – including you – must do their part. You understand that if you return to the physical campus of FDLTCC, there is a risk you may contract COVID-19 and you acknowledge that illness, injury or death is a possible result.

Health and Safety.

We expect that all members of the residence hall community—residents, staff and visitors—act in a manner that demonstrates respect and consideration for those around them, including respect and consideration for the health and safety of all community members. All residents are prohibited from creating a health or safety hazard and FDLTCC may request or require a resident to leave the residence halls if their continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with health and safety laws, orders, ordinances, regulations and health and safety guidance adopted by FDLTCC or HRL as it relates to public health crises, including COVID-19. This guidance will evolve as the public health crisis evolves and may include, but is not limited to, social distancing, limitations on mass gatherings, wearing a face covering, COVID-19 diagnostic and surveillance testing (including before or upon/after arrival to campus), contact tracing, disinfection protocols, limitations on guests into residence halls, and quarantine / isolation requirements (including before or upon/after arrival to campus). Adherence to health and safety requirements applies to all residents, staff and visitors and extends to all aspects of residential life, including bedrooms, bathrooms, community kitchens, lounges, study rooms, courtyards and other common spaces.

## Quarantine / Isolation / Separation.

At any time, FDLTCC may request or require a resident to leave the residence halls when that resident’s continued presence in the housing community poses a health or safety risk for community members. Residents are required to comply with requests from HRL to leave their assigned space due to COVID-19 or other public health emergency and failure to do so is a violation of the terms of agreement, and may subject a student to administrative removal from their assigned space. Not all HRL resident rooms or halls are appropriate for self-quarantine or self-isolation, for example, and in those situations where a resident is recommended to self-quarantine or self-isolate, residents may not be permitted to continue residing in their residential space and will be provided alternative housing arrangements as needed. Removal to isolate or quarantine does not constitute a termination of a resident’s housing contract.

## De-Densifying Efforts.

Residents are required to comply with any de-densifying efforts needed on campus due to COVID-19 or other public health emergency, including, but not limited to, the relocation of all or some residents to alternative housing. Relocation does not constitute a termination of a resident’s housing contract. In the event HRL must relocate students as part of a de-densifying strategy due to public health concerns for an extended period of time and alternative housing is not available, FDLTCC will offer impacted residents fair and reasonable reimbursement as appropriate and based on information available at that time. Campus Dining. Dining service, including where and how it will be offered to residents, is subject to the discretion of FDLTCC and is subject to modification to address public health concerns. Due to health and safety guidance adopted by FDLTCC, campus dining may limit the occupancy of dining halls, limit the amount of time students may reside within dining halls, or make other operational adjustments needed to address health and safety concerns.

Cleaning.

HRL will continue to implement and modify its cleaning protocols to address COVID-19 or other public health emergency in the interest of minimizing the spread of disease. HRL will educate and inform residents on appropriate cleaning protocols within their assigned spaces to reduce the spread of COVID-19 within residence halls.

Termination.

Upon reasonable notice, HRL reserves the right to terminate housing contracts due to public health emergency needs, including COVID-19. In the event HRL terminates housing contracts due to public health concerns, FDLTCC will offer fair and reasonable reimbursements for impacted students as appropriate and based on information available at that time.

In the event of a conflict between this COVID-19 Housing Addendum and other FDLTCC policies and the remaining sections of the terms of agreement, this addendum will apply.