

Policy for On-site Housing Eligibility

1. Purpose

This policy establishes the requirements for on-site housing eligibility at the Fermilab, Batavia, Illinois site.

This Policy is not a contract and is not intended to create any obligations on FRA. This Policy may be terminated or changed by FRA at any time, with or without notice.

2. Scope

The scope of this policy is limited to on-site housing unit program managed by Fermi Research Alliance, LLC. The housing units are managed by the Housing Group, currently within the Security and Emergency Management Division.

3. Applicability

This policy applies to FRA, its Employees, Users, Interns, Affiliates, and Authorized Guests.

4. Effective Date and Date Reviewed/Updated

This Policy went into effect on November 17, 2023.

5. Policy

Eligibility: Users, Interns (participants in Fermilab student programs) for less than 180 days, and Affiliates are eligible for Onsite Housing. Spouses, domestic partners, children, stepchildren, parents, and parents-in-law of eligible individuals are considered “immediate family members” and are also eligible, however this expense shall not come from Fermilab contract funding unless aligned with a Fermilab employee relocation incentive consistent with [Policy on Employer Paid Relocation and Interview Travel Benefit](#). FRA employees (regular full time, fixed term, part time, and on call) with exceptional circumstances are eligible if approved by Lab Director, Chief Operating Officer (COO) and Fermilab DOE Site Office (FSO). Onsite housing cannot be offered as a condition of employment. Subcontractors, business visitors, federal employees, and members of the public are not eligible to use Onsite Housing. Pets are not allowed except for service animals approved in accordance with the [Policy on Service Animals](#).

All activities should be aligned with Fermilab [Travel Policy](#).

Requirements for Approval:

- The Housing Request Form must be completed in accordance with the Procedure on Housing Application Review.
- Use of housing must align with the period of authorized onsite access or badge expiration date.
- The term of the Housing License Agreement or Additional Resident Addendum cannot exceed the last day of the fiscal year (September 30). A new Housing License Agreement and Additional Resident Addendum must be executed for stays that extend into the next fiscal year.
- The use of DOE funds must be associated with an underlying contractual agreement such as a Work Authorization approved by the DOE Program predicated on a Field Work Proposal that outlines the activity and explicit budget for travel/per diem, International Agreement (IA) with explicit language regarding Fermilab provision of travel/per diem, Technology Transfer Agreement (CRADA) with explicit budget for travel/per diem. Payment must be consistent with the underlying contractual agreement approved by the Associate Lab Director (ALD), have an approved Travel Authorization, and be consistent with the Fermilab [Travel Policy](#).
- Approvals shall be documented consistent with the Housing Request Form, and the Housing Application Review Process must be followed.
- Individual Users or Affiliates will not be eligible for Onsite Housing for more than five consecutive years without justification and approval at the Directorate and DOE level.

House requirements and priorities:

- Placement of housing applicants should be based on the number of individuals and needs. The priority for individual placement for short term (less than 30 day) rentals is the dorm facilities. Apartments should be used as the next tier once the dorm

facilities are occupied (or in other unique situations). Houses may be utilized for individual use when demand exceeds availability in dorms and apartments. The goal of this prioritization is to ensure effective use of facilities.

- A Housing License Agreement will be required for rental of houses. When housing support is provided through a Fermilab B&R, the goal is 100 percent occupancy for the timeframe covered (For example: a three-bedroom house has three executed housing addendums being utilized the preponderance of the rental period). Full institutional responsibility for payment to FRA is at the beginning of each month.
- Individuals occupying Group Houses must sign an Additional Resident Addendum. If an institution requires individuals to pay some or all the fees for the Housing License Agreement, nothing prohibits ability for individuals to pay directly from multiple institutions/individuals.

Housing Availability: Housing unit/s may occasionally be taken out of the on-site housing unit program for use of emergency crews to support FRA's mission (e.g., Fire Department staff).

6. Definitions

Additional Resident Addendum: The Additional Resident Addendum establishes terms of use (including compliance with site access requirements) and a license to use Fermilab housing. Individuals over the age of 18 who will use Fermilab housing under a Housing License Agreement executed by another individual or institution must execute an Additional Resident Addendum. A parent or guardian must execute an Additional Resident Addendum for individuals under the age of 18.

Affiliate: An individual who accesses facilities other than the Fermilab Accelerator Complex for the purpose of advancing the scientific mission of the Laboratory and whose work generally requires unescorted and/or afterhours access to non-public access areas. Affiliates require safety training, as identified on their individual training needs assessment (ITNA), to perform work, and a Fermilab ID badge and/or access to Fermilab networks or systems.

Appropriately DOE approved and executed agreements for work must be in place for onsite work.

Authorized Guest: An individual who does not have business with the laboratory but is approved to access select Fermilab facilities, such as the Fermilab Children’s Center and Fermilab Village. Immediate family members who are granted a license to use housing under an Additional Resident Addendum are considered Authorized Guests.

Business Visitor: An individual who has business with FRA or DOE that can be achieved in less than one week while being escorted when in non-public access areas. Business visitors do not require training or a Fermilab ID badge and do not receive payments or reimbursements using DOE funds.

Employee: An individual who is employed by FRA.

Fermilab: The physical site and property that is the Fermi National Accelerator Laboratory.

Fermi Research Alliance, LLC: The operator and manager of the Fermi National Accelerator Laboratory under Department of Energy Prime Contract No. DE-AC02-07CH11359 and is the principal employer of personnel working at Fermilab.

Finance Office: FRA Division that provides business support to FRA.

FRA-Operated Internship Programs: Programs offered through the Office of Equity, Diversity, and Inclusion and/or the Office of Education and Public Engagement through which undergraduate or high school students hold term positions at the lab. Current information on these programs can be found at internships.fnal.gov.

Housing Group: FRA employees who administratively manage the housing units that are the subject of this Policy.

Housing License Agreement: The Housing License Agreement establishes terms of use (including compliance with site access requirements), payment, and a license to use Fermilab

housing. Each individual or institution who is responsible for payment shall execute a Housing License Agreement.

Intern: A person enrolled in high school or in an undergraduate program at a two-year or four-year institution. Status is determined at the time of application for a program; for example, a high school student who applies to a program in the spring of their senior year would be eligible for high school internship programs, not undergraduate internship programs.

Onsite Housing Unit Program: On-site housing units available for overnight stays located on the Fermilab Batavia, IL site managed by the Housing group.

Point of Contact (POC): FRA approved individual responsible for confirming and approving an individual's business reason and for the confirming activities associated with the individual's access to the Fermilab site and/or use of information or technologies.

Service Animal: Under the Americans with Disabilities Act (ADA), a service animal is defined as a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. If they meet this definition, dogs are considered service animals under the ADA, regardless of whether they have been licensed or certified by a state or local government. In addition to dogs, ADA regulations have a separate provision about miniature horses that have been individually trained to do work or perform tasks for people with disabilities. Miniature horses are permitted as service animals under the conditions specified in the ADA. Animals such as "comfort animals," "therapy animals," "companion animals" and "emotional support animals" are not service animals as defined by the ADA because they are not trained to perform a specific task for an individual with a disability.

Subcontractor: An individual who accesses Fermilab facilities and resources working via a Procurement-managed subcontract with FRA. Subcontractors require subcontractor training to perform work, and a Fermilab ID badge. Subcontractors include individuals who consult on behalf of the Laboratory.

User: An individual who accesses Fermilab's DOE-Approved User facilities (Fermilab Accelerator Complex) and resources for the purpose of advancing the scientific mission of the Laboratory and whose work generally require unescorted and/or after-hours access to non-public access areas). Users require safety training to perform work, and a Fermilab ID badge and/or access to Fermilab networks or systems. Users can potentially receive payments or reimbursements from Fermilab, which include individuals participating in reviews or committee meetings, with approved agreements. Users are required to have a Proprietary or Non-Proprietary User Agreement (NPUA).

7. Responsibilities

FRA employees, Fermilab Users, Affiliates, business visitors, authorized guests, subcontractors, and employees of DOE-FSO, are responsible for adhering to this policy and supporting all processes associated with this policy.

Finance Office is responsible for supporting all processes associated with this policy and ensuring steps in the Procedure on Housing Application Reviews document are being followed.

Housing Group is responsible for supporting all processes associated with this policy and ensuring steps in the Procedure on Housing Application Reviews document are being followed.

POC is responsible for supporting all processes associated with this policy and ensuring steps in the Procedure on Housing Application Reviews document are being followed.

8. Authorities

FRA Prime Contract No. DE-AC02-07CH11359

DOE O 142.3 – Unclassified Foreign Visits and Assignments Program

DOE O 470.4 Safeguards and Security Program

[Policy on Employer Paid Relocation and Interview Travel Benefits](#)

[Policy on Export Control](#)

Fermilab Site Security Plan (Authorized Access Only)

[Policy on Access to Fermilab](#)

[Policy on Service Animals](#)

[Travel Policy](#)

9. Owner

The Security & Emergency Management Division Director is the owner of this policy.

10. Review Cycle

This Policy shall be reviewed every 3 years.

11. Communication Plan

The requirements of this policy shall be communicated by the Security & Emergency Management Division Director to all FRA employees, Users, Interns, Affiliates, Authorized Guests, subcontractors, and business visitors. Communications will also be made to the DOE Site Office. This policy shall be available in the FRA policy database.