

2017-2018 AGREEMENT FOR GREEK ORGANIZATIONS
By and Between the Trustees of Indiana University and
_____, a Greek Organization

This Agreement for Greek Organizations (“Agreement”) is entered into by and between a chapter of _____ a “Greek Organization” or “GO”) and The Trustees of Indiana University (“IU” or “University”). This Agreement documents the benefits that IU will provide to the GO as well as the responsibilities and obligations the GO has to IU.

The GO exists independently of the University, but the GO and IU make the following mutual commitments to one another in order to strengthen each independent organization and the overall university environment. The standards provided in this Agreement represent minimum expectations for the GO by the University. More stringent policies or requirements may be imposed by the GO itself or the GO’s international/national headquarters, so long as such policies do not conflict with the policies or requirements established by the University.

1. **Term**

This Agreement becomes effective as of the last date signed below and shall be in effect from August 11, 2017 through July 31, 2018 unless a new agreement is entered into between the parties prior to that date.

2. **GO Benefits**

If the conditions set forth in this Agreement are met, the GO will receive the following benefits from IU:

- a. **Official Recognition as a Student Organization at IU:** The GO will be officially recognized by IU as a self-governed student organization.
- b. **Academic Reports:** IU’s Office of Student Life and Learning (“SLL”) will provide academic reports to the GO for its members, so long as the appropriate FERPA consent forms have been completed by the GO’s members.
- c. **Additional Advising Support:** SLL will provide advising support on education and prevention for chapter leadership regarding academic success, community engagement, leadership development, accountability programs, diversity/inclusion education, emotional risk, mental health issues, child welfare risk, physical risk, sexual violence, hazing, alcohol/drug use and abuse, and/or reputational risk.

3. **Responsibilities and Required Documentation**

Please note: more stringent policies or requirements may be imposed by the GO itself or the GO’s international/national headquarters, so long as such policies do not conflict with the policies or requirements established by the University.

a. **Maintaining a Safe Environment**

- i. The GO has a responsibility to create and maintain a safe and nondiscriminatory educational environment for its members and guests.¹
- ii. Hazing is prohibited by law and by University policy. The GO agrees that it will engage in bystander intervention and will not engage in hazing. Additionally, the GO agrees that it will report any knowledge of hazing incidents to the University. If the GO is found to have engaged in hazing, it will be subject to disciplinary action, which could include a loss of

¹ Pursuant to 20 U.S.C. 1681(a)(6)(A), social fraternities and sororities are exempt from Title IX discrimination prohibitions on the basis of sex with respect to their membership practices.

- University benefits and/or University recognition.²
- iii. Per state law, the GO may not serve alcohol to anyone under the age of 21.
- b. **Providing for a Safe Environment:** The GO must abide by the following provisions to foster a safe and educational environment for all within the University community.
- i. The GO must register all social functions and events that involve alcohol (ex: pairs, date parties, new member paired events, out of town formals, mom/dad weekend events) with SLL 5 business days in advance of the event. All events must be compliant with fire codes and amplified sound restrictions. The Vice Provost and Dean of Students Office reserves the right to prohibit any discriminatory or dangerous activities at a proposed function or event.³
 1. If the GO event is larger than four chapters co-hosting and/or 500 people it must be registered **10** days in advance through SLL.
 2. If the GO plans to have an outdoor event larger than 500 people or any type of concert during Welcome Week, Homecoming Week, or Little 500 Week- the Campus Space Reservations for large scale events should be used. Please note- these events require a semester in advance registration.
 3. If the GO plans to host any events within campus spaces, the Campus Space Reservations should be used.
 - ii. The GO may not have functions and events with alcohol that are open to the public unless the Vice Provost and Dean of Students Office gives specific approval to do so.⁵
 - iii. A guest list must be created for functions and events with alcohol, must be maintained during the course of the event or function, and must be maintained by the GO for a period of 2 years following the event. The GO must provide a copy of the guest list for any event or function upon the request of the Vice Provost and Dean of Students Office.
 - iv. Attendance at social events will be limited to the capacity of the space, as determined by the Indiana State Fire Marshal, being used on or off campus (ex. event venue, chapter house, or courtyard).
 - v. At any function or event with alcohol hosted by the GO, the GO must provide sober monitors for the event at a minimum ratio of 1 monitor for every 20 attendees. The majority of sober monitors must be non-first year member and receive alcohol and drug interaction training (such as Alcohol Skills Training Program or an equivalent training) and must act without the use of any alcohol, illegal drugs, or any other substance that might impair the member's awareness. If a function or event is co-sponsored by multiple student organizations, each organization will provide sober monitors to assist in protecting the safety of that organization's members and its guests.
 - vi. A GO, its international/national organization, or the House Corporation, may ban or otherwise limit all forms of alcohol provided at social events or functions. In the absence of such regulations, beer and/or wine may be possessed or consumed by members or guests of the GO at the event or function, but only so long as those possessing and/or consuming alcohol are the age of 21 or over and are otherwise complying with state law and the GO's policies. In addition to the conditions stated above, wine may only be served to persons the age of 21 or over if poured in plain sight at the bar by a

² See also The Fraternity Executive Association's (FEA)'s Risk Management Policy, which states that "no chapter, colony, student or alumnus shall conduct nor condone hazing activities. Permission or approval by a person being hazed is not a defense." (<http://fea-inc.org/fipg>)

³ The FEA Risk Management Policy similarly mandates that "open parties, meaning those with unrestricted access by non-members of the fraternity, without specific invitation, where alcohol is present, are prohibited."

sober member who is the age of 21 or over, and beer may only be served to persons the age of 21 or over if it is served in its original, unopened can or bottle. No other type of alcohol may be possessed, consumed, or served at the event. This does not apply to third party vendor events.⁴

4. **Documentation of Organizational Policies and Education Programs**

- a. The GO must be active in the appropriate undergraduate governing council (IFC, MCGC, NPHC, or PHA). The GO agrees to abide by the appropriate governing council's rules and regulations, the requirements outlined in this Agreement, and the University's Code of Student Rights, Responsibilities, and Conduct ("Student Code").
- b. **Risk Management Education Programs**: The GO must provide the following chapter education and prevention programs: sexual violence/misconduct, hazing/harassment, mental health, and alcohol/drug use and abuse.
- c. **Academic Program**: The GO must provide a chapter Academic Program.
- d. **Accountability Program**: The GO must have and implement an accountability program for members (e.g., Standards Board or similar committee) to hold members accountable for violations of chapter rules.
- e. For each of these programs (b, c, and d), the GO must maintain a record of the program. The record needs to include dates and descriptions for each activity/program (not to exceed 1 page) as well as a list of members who have completed each specific program/activity and an official chapter advisor or headquarters representative signature verifying the completion of the programs. The documentation will be collected as part of the annual SLL Assessment and Awards Program (GAAP).

5. **The GO's Advising Program**

- a. The GO must have chapter advisors that are responsible for actively advising the chapter leadership and members. Annual documentation must be provided to the University regarding all advisors' names, roles, and contact information and there must be at least one chapter advisor for every fifty members of the GO.
- b. The chapter advisors and House Director(s)/Professional Resident Advisor(s) will advise and educate the GO regarding the GO's compliance with this Agreement and the Student Code.
- c. The GO must have at least one University faculty or staff member as an advisor.
- d. The GO must be represented on its respective alumni organization, which may be one of the following: Alumni Interfraternity Council (AIFC), Panhellenic Advisors Council (PAC), Multi-Cultural Greek Council (MCGC) Advisors, or National Pan-Hellenic Council (NPHC) Grad Advisors.

6. **Enforcement**

- a. If the GO violates the terms of this Agreement or the Student Code, the GO or the GO's individual members may be subject to disciplinary action under the University's disciplinary processes, and such violation could also result in the loss of some or all of the benefits provided by the University pursuant to this Agreement, including a loss of official recognition by the University.

⁴ The FEA Risk Management Policy states that "the possession, sale, use or consumption of alcoholic beverages, while on chapter premises or during a fraternity event, in any situation sponsored or endorsed by the chapter, or at any event an observer would associate with the fraternity, must be in compliance with any and all applicable laws of the state, province, county, city and institution of higher education, and must comply with either the BYOB or Third Party Vendor Guidelines."

- b. All new and active student members of the GO are required to cooperate fully with any University Student Code investigation or proceeding. A failure to do so may result in the loss of benefits provided by the University or other disciplinary action. This paragraph does not deprive an individual of his or her rights under the Fifth Amendment to the U.S. Constitution.

This Agreement must be signed at the beginning of each academic year by the appropriate GO Signatory for the organization to be recognized by the University and to be eligible for the benefits outlined above.

GREEK ORGANIZATION:

Printed Name: _____
GO President or Designee Signatory:

Title:

Signature: _____
GO President or Designee Signatory

Date:

THE TRUSTEES OF INDIANA UNIVERSITY:

By: _____
Vice Provost for Student Affairs

Date

**Additional Responsibilities for HGO's
with University Recognized Housing:**

1. Responsibilities and Required Documentation, Regulations for a Safe Environment

- a. The HGO agrees that EHS and INLOCC professional staff will have the right to enter and inspect relevant parts of the HGO's house, including private rooms if necessary, for the purpose of conducting environmental health, fire safety, and kitchen inspections. Any evidence observed during such inspections may be used in the university disciplinary process.
- b. Consistent with the Fourth Amendment to the U.S. Constitution, IU Police Department officers may enter common spaces and private rooms when there is probable cause to believe that violations of law are being committed and that a delay to procure a search warrant would endanger the health and safety of the residents, or result in the probable destruction of evidence. IU Police Department officers are free to seize illegal materials in "plain view," but the extent of the search must be in keeping with the factual information upon which the probable cause for the search is founded. IU Police Department officers responding to an emergency may enter the HGO's house, including private rooms, without notice to protect the health and welfare of residents and/or guests.
- c. The HGO shall not use the HGO's house or surrounding property in any way which is forbidden by law, ordinance, or governmental regulation. The HGO agrees to keep the exterior of the house and the surrounding property clean and orderly, and the HGO will not allow refuse, garbage, or other waste to accumulate in the area surrounding the HGO's house. No pools, tarps or tents may be erected without campus approval.

This Agreement must be signed at the beginning of each academic year by the appropriate GO Signatory for the organization to be recognized by the University and to be eligible for the benefits outlined above.

GREEK ORGANIZATION:

Printed Name: _____
GO President or Designee Signatory:

Title:

Signature: _____
GO President or Designee Signatory

Date:

THE TRUSTEES OF INDIANA UNIVERSITY:

By: _____
Vice Provost for Student Affairs

Date

Additional Rights and Responsibilities for HGO's House Corporation with University Recognized Housing:

1. Benefits with GO's University Recognized Housing (HGO)⁵

If the conditions set forth in this Agreement are met, the HGO will receive the following additional benefits from IU:

- a. **Check-listing:** The HGO may place a hold on a University student's bursar account if that student has not paid room and board charges or any related damages.
- b. **Freshmen Housing Waivers:** Freshmen members of the HGO may be excused from the requirement that freshmen students reside in the University residence halls, so long as they reside in the official HGO house.
- c. **Environmental Health, Kitchen and Fire Inspections:** The IU Office of Environmental Health and Safety ("EHS") will conduct kitchen inspections at the HGO's house. If requested by the HGO, the University will provide a general environmental health inspection of the HGO's house at no cost, which would include inspections for: pest control, mold, sanitation, asbestos, lead paint, hazardous materials, drinking water, ventilation, indoor air quality (including radon), and communicable diseases. The IU Office of Insurance, Loss Control, and Claims ("INLOCC") will conduct fire safety inspections at the HGO's house at no cost.

2. Responsibilities and Required Documentation

- a. **The HGO's Advising Program:** Chapter advisors must be separate from the House Corporation⁶ officers. The House Corporation acknowledges that the chapter advisors and/or House Director(s)/Professional Resident Advisor(s) are expected to be aware of this Agreement and the Student Code and will also make the HGO and its members aware of their obligation to comply with this Agreement and the Student Code. In addition, the House Corporation acknowledges that the House Director(s)/Professional Resident Advisor(s) should report to the House Corporation and the national organization any violations of the Agreement of which they are aware, and the House Corporation will inform the House Director(s)/Professional Resident Advisor(s) of their obligation to report any such violations to the House Corporation and the national organization.
- b. **Providing for a Safe Environment:** The HGO must abide by the following additional provisions to foster a safe and educational environment for all within the University community when hosting an event within the house.
 - i. The HGO will provide annual documentation to SLL on fire code capacity for event spaces (indoor and outdoor).⁷ Documentation can be re-used if no changes to the facility, including no change in the area or means of egress, have been made in the past year.

3. Requirements Regarding the House

⁵ Housed Greek Organizations are those groups that maintain a campus-recognized residence with the primary intent of housing members of a registered Greek organization.

⁶ For purposes of this Agreement, a House Corporation is any entity that owns and/or maintains an HGO residence, and may be a local alumni house corporation, a national/international fraternity or sorority organization, or other similar legal entity.

⁷ The FEA Risk Management Policy also requires that chapter houses meet all fire and health codes and standards and post emergency numbers for fire, police and ambulances, as well as evacuation routes, in each room.

a. Required Annual Documentation

- i. The HGO must provide identification and contact information of the House Corporation Board.
- ii. The HGO must provide documentation indicating proper completion of fire drills.
- iii. The HGO must have a contingency plan approved by INLOCC, which approval may not be unreasonably withheld, in the event that a house is rendered uninhabitable.

b. Regulations for a Safe Environment in the House

- i. The HGO agrees that EHS and INLOCC professional staff will have the right to enter and inspect relevant parts of the HGO's house, including private rooms if necessary, for the purpose of conducting environmental health, fire safety, and kitchen inspections. Any evidence observed during such inspections may be used in the university disciplinary process.
- ii. The GO will be given at least one business days' notice prior to a fire safety inspection. Kitchen inspections will be conducted by EHS professional staff without prior notice.
- iii. No room shall be entered without knocking, and the EHS and/or INLOCC staff will identify themselves and will state why entry is desired.
- iv. In the event that EHS and INLOCC are refused entry by a room's occupant, an HGO representative shall use a key to open the door. The EHS or INLOCC staff, upon entering the room, will again state the basis for the inspection.
- v. Fire safety inspections shall be conducted annually by INLOCC for compliance with applicable legal and fire safety requirements.
- vi. Kitchen inspections shall be conducted at least annually by EHS to ensure the HGO is compliant with the Indiana Food Code.
- vii. The HGO agrees to have the HGO house inspected at least annually for the following environmental health and safety concerns: pest control, mold, sanitation, asbestos, lead paint, hazardous materials, drinking water, ventilation, indoor air quality (including radon), and communicable diseases. The HGO may have the inspection conducted by a private vendor or may request the University to conduct this inspection, which the University will provide at no cost. The HGO agrees to take reasonable steps to address any issues identified by the private vendor or the University.
- viii. One or more House Director(s) and/or Professional Resident Advisor(s) will live in the HGO's house. The House Director(s)/Professional Resident Advisor(s), in total, will work a minimum of 40 hours per week at the HGO's house. The House Director(s)/Professional Resident Advisor(s)' work may be limited to 40 hours per week in compliance with FLSA regulations. The House Director(s)/Professional Resident Advisor(s) and Chapter Advisors will assist in providing the HGO with onsite advising, education, and administration of chapter programs. The House Director(s)/Professional Resident Advisor(s) may be hired by the HGO, the House Corporation, or the HGO's national organization. When the position(s) is filled, the HGO will provide the University with the name(s) and contact information of the House Director(s)/Professional Resident Advisor(s), and the HGO will provide the University with an updated name and contact information each time a new individual is hired into this position. The House Director(s)/Professional Resident Advisor(s) must either have (1) a bachelor's degree and two years' experience in supervision of residential living environments, or (2) be currently enrolled in a graduate program, or (3) be 30 years old or older and have a minimum of five years of experience in supervision of residential living environments. Exceptions to the requirements stated above in this paragraph may be approved by the Vice Provost and Dean of Students.
- ix. The HGO shall not use the HGO's house or surrounding property in any

way which is forbidden by law, ordinance, or governmental regulation. The HGO agrees to keep the exterior of the house and the surrounding property clean and orderly, and the HGO will not allow refuse, garbage, or other waste to accumulate in the area surrounding the HGO's house. No pools, tarps or tents may be erected without campus approval.

This Agreement must be signed at the beginning of each academic year by the appropriate GO Signatory for the organization to be recognized by the University and to be eligible for the benefits outlined above.

GREEK ORGANIZATION HOUSE CORPORATION: ⁸

Printed Name: _____
House Corporation President or Designee Signatory:

Title:

Signature: _____
House Corporation President or Designee Signatory:

Date:

THE TRUSTEES OF INDIANA UNIVERSITY:

By: _____
Vice Provost for Student Affairs

Date:

⁸ For purposes of this Agreement, a House Corporation is any entity that owns and/or maintains an HGO residence, and may be a local alumni house corporation, a national/international fraternity or sorority organization, or other similar legal entity.