AGREEMENT FOR HOUSED GREEK ORGANIZATIONS

By and Between
The Trustees of Indiana University
And
______________________________, a Housed Greek Organization

This Agreement for Housed Greek Organizations1 (“Agreement”) is entered into by and between ________________, a chapter of _________________________ (a “Housed Greek Organization” or “HGO”) and The Trustees of Indiana University (“IU” or “University”). This Agreement documents the benefits that IU will provide to the HGO as well as the responsibilities and obligations the HGO has to IU.

The HGO exists independently of the University, but the HGO 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 HGO by the University. More stringent policies or requirements may be imposed by the HGO itself or the HGO’s 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 through September 30, 2017, unless a new agreement is entered into between the parties prior to that date.

2. HGO Benefits

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

A. Official Recognition as a Student Organization at IU: The HGO will be officially recognized by IU as a self-governed student organization which, through a separate House Corporation2, provides housing to a portion of its members.

B. Academic Reports: IU’s Office of Student Life and Learning (“SLL”) will provide academic reports to the HGO for its members, so long as the appropriate FERPA consent forms have been completed by the HGO’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.

D. 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.

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

2 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.
E. **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.

F. **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.

3. **Responsibilities and Required Documentation**

A. **Maintaining a Safe Environment**
   
   i. The HGO has a responsibility to create and maintain a safe and nondiscriminatory educational environment for its members and guests.³
   
   ii. Hazing is prohibited by law and by University policy. The HGO agrees that it will engage in bystander intervention and will not engage in hazing. Additionally, the HGO agrees that it will report any knowledge of hazing incidents to the University. If the HGO is found to have engaged in hazing, it will be subject to disciplinary action, which could include a loss of University benefits and/or University recognition.⁴
   
   iii. Per state law, the HGO may not serve alcohol to anyone under the age of 21.

B. **Providing for a Safe Environment:** The HGO must abide by the following provisions to foster a safe and educational environment for all within the University community.

   i. The HGO must register all social functions and events that include non-members and involve alcohol with SLL 10 business days in advance of the event. The Vice Provost and Dean of Students Office reserves the right to prohibit any discriminatory or dangerous activities at a proposed function or event.

   ii. The HGO 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 HGO for a period of 2 years following the event. The HGO 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. At any function or event with alcohol held by the HGO, the HGO must provide sober monitors for the event at a minimum ratio of 1 monitor for every 25 attendees. The sober monitors must be non-first year members of the HGO and must act without the use of any alcohol, illegal drugs, or any other substance that

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³ 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.

⁴ 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)

⁵ 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.”
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.

v. An HGO, its international/national organization, or the House Corporation, may ban or otherwise limit all forms of alcohol in the house. In the absence of such regulations, beer or wine may be possessed or consumed by members or guests of the HGO on the HGO’s premises, 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 HGO’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 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 on the HGO’s premises.  

C. Documentation of Organizational Policies and Education Programs

i. The HGO must provide documentation of active membership in the appropriate undergraduate governing council (IFC, MCGC, NPHC, or PHA) to the University each semester. The HGO 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”).

ii. Risk Management Program: The HGO must provide documentation of education and prevention programs sponsored by the chapter, council and/or headquarters for awareness regarding sexual violence, sexual misconduct, hazing, harassment, mental health concerns, child welfare concerns, physical risk, and alcohol/drug use and abuse. The HGO must maintain a record of all member education programs and activities, and this record should include dates and descriptions for each activity and program as well as a list of members who have completed each specific program.

iii. Academic Success Program: The HGO must have and implement an active Academic Success Program and provide documentation each semester of such program to the University.

iv. Accountability Program: The HGO 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 and provide documentation each semester of such program to the University.

D. The HGO’s Advising Program

i. The HGO 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. Chapter advisors must be separate from the House Corporation officers, and there must be at least one chapter advisor for every fifty members of the HGO. The

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6 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.”
chapter advisors and House Director(s)/Professional Resident Advisor(s) will advise and educate the HGO regarding the HGO’s compliance with this Agreement and the Student Code.

ii. The HGO must have at least one University faculty or staff member as an advisor.

iii. The HGO 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.

4. Requirements Regarding the House

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.
      a. The HGO 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.
      b. No room shall be entered without knocking, and the EHS and/or INLOCC staff will identify themselves and will state why entry is desired.
      c. 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.
      d. Fire safety inspections shall be conducted annually by INLOCC for compliance with applicable legal and fire safety requirements. Kitchen inspections shall be conducted at least annually by EHS to ensure the HGO is compliant with the Indiana Food Code.
      e. 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

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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.
reasonable steps to address any issues identified by the private vendor or
the University.

ii. Beginning with the fall semester of the 2017-18 academic year, 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. The HGO
agrees to submit a detailed plan for creating and filling the position(s) to the Vice
Provost and Dean of Students by January 31, 2017. 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.

iii. 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.

iv. 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.

5. Enforcement

If the HGO violates the terms of this Agreement or the Student Code, the HGO or the HGO’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.

The HGO and all members of the HGO 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.

Retaliation against anyone who has cooperated with or participated in any investigation or proceeding is not tolerated and will result in disciplinary action.

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

HOUSED GREEK ORGANIZATION:

Printed Name: _______________________  ________________________

HGO Signatory               Title

Signature: ___________________________    ______________

HGO Signatory               Date

THE TRUSTEES OF INDIANA UNIVERSITY:

By:  ___________________________________ ___          ______________

IUB Vice Provost and Dean of Students                          Date