AGREEMENT FOR UNHOUSED GREEK ORGANIZATIONS

By and Between

The Trustees of Indiana University

And

______________________________, an Unhoused Greek Organization

This Agreement for Unhoused Greek Organizations\(^1\) (“Agreement”) is entered into by and between _________________, a chapter of _______________ (an “Unhoused Greek Organization” or “UGO”) and The Trustees of Indiana University (“IU” or “University”). This Agreement documents the benefits that IU will provide to the UGO as well as the responsibilities and obligations the UGO has to IU.

The UGO exists independently of the University, but the UGO and IU make the following mutual commitments to one another in order strengthen each independent organization and the overall university environment. The standards provided in this Agreement represent minimum expectations for the UGO by the University. More stringent policies or requirements may be imposed by the UGO itself or the UGO’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 August 31, 2017 or until a new agreement is entered into between the parties.

2. **UGO Benefits**

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

   A. **Official Recognition as a Student Organization at IU**: The UGO 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 UGO for its members, so long as the appropriate FERPA consent forms have been completed by the UGO’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.

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\(^1\) Unhoused Greek Organizations are those groups that do not maintain a campus-recognized residence for its members.
3. **Responsibilities and Required Documentation**

A. **Maintaining a Safe Environment**
   
i. The UGO has a responsibility to create and maintain a safe and nondiscriminatory educational environment for its members and guests.²
   
ii. Hazing is prohibited by law and by University policy. The UGO agrees that it will not engage in hazing and, additionally, that it will report any knowledge of hazing incidents to the University. If the UGO 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.³
   
iii. Per state law, the UGO may not serve alcohol to anyone under the age of 21.

B. **Providing for a Safe Environment**: The UGO must abide by the following provisions to foster a safe and educational environment for all within the University community.
   
i. The UGO must register all social functions and events that involve alcohol, regardless of the location of the event, with the Vice Provost and Dean of Students Office 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 UGO 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.⁴
   
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 UGO for a period of 2 years following the event. The UGO 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 UGO, the UGO 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 UGO and must act without the influence 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.

C. **Documentation of Organizational Policies and Education Programs**
   
i. The UGO must provide documentation of active membership in the appropriate undergraduate governing council (IFC, MCGC, NPHC, or PHA) to the University each semester. The UGO 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”).

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² 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.

³ See also The Fraternal Information & Programming Group (FIPG)’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://www.fipg.org/)

⁴ The FIPG 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.”
ii. Risk Management Program: The UGO 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 UGO 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 UGO must have and implement an active Academic Success Program and provide documentation each semester of such program to the University.

iv. Accountability Program: The UGO 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 UGO’s Advising Program

i. The UGO 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. There must be at least one chapter advisor for every fifty members of the UGO.

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

iii. The UGO must be represented on its respective alumni organization, which may be one 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. Enforcement

If the UGO violates the terms of this Agreement or the Student Code, the UGO or the UGO’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 UGO and all members of the UGO are required to fully cooperate with any University or law enforcement investigations and proceedings. A failure to do so may result in the loss of benefits provided by the University or other disciplinary action.

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 UGO Signatory for the organization to be recognized by the University and to be eligible for the benefits outlined above.

UNHOUSED GREEK ORGANIZATION:

Printed Name: _____________________ _____________________
                     UGO Signatory                     Title

Signature: _____________________ _____________________
                     UGO Signatory                     Date

THE TRUSTEES OF INDIANA UNIVERSITY:

By: _____________________ _____________________
       IUB Vice Provost and Dean of Students       Date