

2009-2010
AGREEMENT FOR OFFICIAL RECOGNITION OF FRATERNITIES AND SORORITIES BY THE
UNIVERSITY OF WASHINGTON

THIS AGREEMENT FOR OFFICIAL RECOGNITION OF FRATERNITIES AND SORORITIES BY THE UNIVERSITY OF WASHINGTON (the “**Recognition Agreement**”) is entered into by and between the University of Washington (hereinafter called the “**University**”) and the _____ Chapter of _____ (hereinafter called the “**Chapter**”).

RECITALS

A. WHEREAS, the University believes that fraternities and sororities can contribute significantly and positively to the quality of the undergraduate experience, providing for opportunities for the development of leadership skills, civic involvement, social growth and the forging of important life-long relationships;

B. WHEREAS, in the spirit of cooperation, the Chapter entering into this Recognition Agreement desires to work with the University in the Chapter’s efforts to make this contribution to the quality of the undergraduate experience; and

C. WHEREAS, the University recognizes that it does not control the affairs of the Chapter, as the Chapter is located off campus and is privately owned and operated, and the University has no legal authority over privately owned and operated property and facilities, or student conduct beyond the boundaries of the campus, except as expressly authorized by law, this Agreement is entered into based on the long standing relationship between the community of fraternal organizations and the University;

D. THEREFORE, the University and the Chapter agree to the terms and conditions of this Recognition Agreement for official recognition from September 30, 2009 until September 30, 2010.

AGREEMENT

1. GENERAL PROVISIONS

1.1 The University hereby extends official recognition to the Chapter.

1.2 The University and the Chapter have no duties other than those identified in this Recognition Agreement and do not assume liability as a consequence of this Recognition Agreement. The University assumes no responsibility for any failure of the Chapter to comply with the terms and conditions of this Recognition Agreement.

1.3 This Recognition Agreement shall be in effect during the dates set forth above unless otherwise terminated pursuant to the provisions of Section 1.4 or Section 6.2.

1.4 The Chapter may terminate this Recognition Agreement and thereby extinguish all obligations incurred or accrued hereunder, as well as lose all rights of official recognition, by providing thirty (30) days written notice to the Office of the Vice Provost for Student Life. Recognition shall be withdrawn thirty (30) days from the date notification is received unless recognition has been previously revoked pursuant to the provisions of Section 6.2 of this Recognition Agreement. Revocation of recognition by the University pursuant to Section 6.2 shall also be deemed to extinguish all obligations incurred or accrued by the Chapter.

1.5 During the term of this Recognition Agreement, the University, acting through the Office of the Vice Provost for Student Life, shall meet and confer with representatives of the undergraduate Interfraternity Council (the “**IFC**”), the Alumni Interfraternity Council (the “**AIFC**”), the undergraduate Panhellenic Association (the “**Panhellenic**”), and the alumnae CORE Panhellenic (“**CORE**”) at a mutually convenient time during spring quarter to discuss potential modifications to the form and administration of the Recognition Agreement for the following academic year.

2. IDENTIFICATION OF PARTIES AND NON-PARTIES

2.1 University of Washington. The University is an agency of the State of Washington. Full control of the University and its property of various kinds is vested by statute in the Board of Regents of the University of Washington. For purposes of this Recognition Agreement, all contacts and communications with the University shall be through the Office of the Vice Provost for Student Life and/or the Office of Fraternity and Sorority Life, as is applicable, and all responses from the University shall be from either or both of these offices, as is applicable.

2.2 Chapter. The term “**Chapter**” shall include the organization entering into this Recognition Agreement. The term “**Member**” or “**Members**” shall, for the purposes of this Recognition Agreement, include the undergraduate active members and the undergraduate associate members (commonly known as “new members” or “pledges”) currently paying membership dues to the Chapter, but shall not include alumni or alumnae members of the Chapter, if any.

2.3 Chapter Advisor. The term “**Chapter Advisor**” shall include the alumnus/alumna who advises and/or assists the Chapter in its various operations and activities. The Chapter Advisor is not a party to this Agreement.

2.4 House Corporation. The term “**House Corporation**” shall include, if such an organization exists, the organization affiliated with the Chapter which holds title to and/or leases the Chapter its residence, otherwise known as the “**Chapter House.**” The House

Corporation, its directors, trustees, officers, agents and employees are not parties to this Agreement.

2.5 Alumni Chapter. The term “**Alumni Chapter**” shall include, if such an organization exists, the organization of alumni/alumnae who were or are (as determined by the Chapter’s and/or its governing organization’s constitution and bylaws) members of the Chapter or its affiliated chapters. The Alumni Chapter, its directors, trustees, officers, agents, members and employees are not parties to this Agreement.

2.6 Chapter’s Headquarters. The term “**Chapter’s Headquarters**” shall include, if such an organization exists, the office of the governing organization for the Chapter and its affiliated chapters (commonly known as the “National” or “International”). The Chapter’s Headquarters, affiliated chapters, and their directors, trustees, officers, agents and employees are not parties to this Agreement.

2.7 Office of Fraternity and Sorority Life. The term “**Office of Fraternity & Sorority Life**” shall include the persons who are employed by the University to advise and assist the IFC, and its member chapters, and the Panhellenic, and its member chapters, in their respective operations and activities.

3. ELIGIBILITY FOR RECOGNITION

In order to be eligible for official recognition, or reinstatement of official recognition after a period of suspension, the Chapter must meet the following requirements:

3.1 The Chapter must be a “Registered Student Organization” pursuant to the requirements of the University’s Student Activities Office and adhere to the rules governing such registration.

3.2 The Chapter must be fully chartered and comply with the rules of, and be in good standing with, the Chapter’s Headquarters, provided that the Chapter may petition the Office of the Vice Provost for Student Life for a waiver of this requirement on a showing of good cause.

3.3 The Chapter must be a member in good standing with, and comply with the rules and policies of, the IFC or Panhellenic, whichever is applicable, provided that the Chapter may petition the Office of the Vice Provost for Student Life for a waiver of this requirement on a showing of good cause.

Current policies of the IFC or Panhellenic, as the case may be, with which the Chapter shall be in compliance include, but are not limited to, the following:

1. IFC Risk Management Policy
2. IFC Dry Recruitment Policy
3. Panhellenic Dry Event Policy

3.4 The Chapter must deliver a copy of its risk management policy to the Office of Fraternity & Sorority Life.

3.5 The Chapter must complete and deliver to the Office of Fraternity & Sorority Life, the University's "**Chapter Information Form.**" On this form the Chapter must identify at least two Chapter officers who can be contacted by the University, the police and other enforcement agencies 24 hours a day to handle emergency situations. Additionally, the names, addresses and daytime telephone numbers of the Chapter Advisor and House Corporation representative who can be contacted during regular business hours must be included. Finally, the name, address and telephone number of a contact person at the Chapter's Headquarters must be included. This information shall be kept current by the Chapter.

3.6 The Chapter must provide to the Office of Fraternity & Sorority Life a certificate of insurance evidencing Commercial General Liability coverage, which includes, but is not limited to, bodily injury, personal injury, property damage, host liquor and contractual liability. The certificate must reference the Board of Regents of the University of Washington as an additional insured by endorsement. Coverage must be written at limits of at least \$1,000,000 for each occurrence and \$1,000,000 for the general aggregate of all claims. In the event of cancellation or material alteration, the Board of Regents of the University of Washington shall receive at least thirty (30) days prior written notice of such cancellation or material alteration.

3.7 The Chapter must have a Chapter Advisor; provided, however, the Chapter may petition the Office of the Vice Provost for Student Life for a waiver of this requirement on a showing of good cause.

3.8 The Chapter must have a House Corporation that is currently managing a housing facility for the benefit of the Chapter and its Members; provided, however, the Chapter may petition the Office of the Vice Provost for Student Life for a waiver of this requirement on a showing of good cause.

3.9 The Chapter must deliver to the Office of Fraternity & Sorority Life a copy of this Agreement fully executed by the required Chapter officials.

4. MAINTAINING UNIVERSITY RECOGNITION

For the Chapter to maintain its recognition in good standing by the University, the Chapter must comply with all of the provisions of Section 4.1 through 4.5:

4.1 Comply with the terms set forth in this Recognition Agreement and adhere to all applicable University policies, rules and regulations.

4.2. Comply with all applicable federal, state and local laws and regulations.

4.3. Take disciplinary action against Members and other appropriate action against residents, invitees, and licensees who violate the applicable rules of the Chapter or the University or the terms of this Recognition Agreement. The Chapter shall confirm, upon request of the Office of Vice Provost for Student Life, that appropriate disciplinary action has been taken.

4.4 At least once during the academic year conduct educational programs for the Chapter's members on the topics of: (i) sexual assault and relationship violence, and (ii) substance awareness. The sexual assault and relationship violence program and the substance abuse program are to be completed by the end of the autumn quarter. It is expected that at least 80% of the Chapter's membership will be in attendance for the entirety of all required programs. Any materials used during the programs must be distributed to absent members, who should be encouraged to review the materials with a Chapter officer. All such programs must be a minimum of one hour in length. The Chapter must submit a completed Educational Program Verification Form to the Office of Fraternity & Sorority Life as written verification of the date, topic, speaker and approximate attendance at each program. The Chapter President and the presentation speaker shall sign the form.

4.5 When it sponsors an Event (as defined below), the Chapter must comply with the following requirements:

- a. Register the Event with the Office of Fraternity & Sorority Life, and either the IFC or Panhellenic, whichever is applicable, no later than seven (7) calendar days in advance of the Event;
- b. Ensure that a Special Occasion License or Banquet Permit from the Washington State Liquor Control Board is obtained;
- c. Adhere to the permit or license regulations; and
- d. Maintain security and regulate access to the Event.

For the purpose of this Section, an "Event" is defined as:

- i. a gathering of more than twenty-four (24) people;
- ii. at which alcoholic beverages are consumed; and
- iii. which is arranged, scheduled or announced by the Chapter.

A Chapter meeting or gathering with only Chapter Members and/or alumni of the Chapter or its affiliated chapters shall not be considered an Event under this Section.

4.6. For purposes of determining the Chapter's compliance with the terms and conditions of this Recognition Agreement, the acts or omissions of the Chapter shall include

the acts or omissions of its Members, except those acts or omissions of its Members who are not acting at the direction of, on behalf of, with the acquiescence of, or acceptance by the Chapter.

5. PRIVILEGES OF A RECOGNIZED CHAPTER

Unless otherwise restricted pursuant to disciplinary actions taken by the University as set forth in Section 6.2, a Chapter officially recognized by the University shall be entitled to the following:

5.1 All privileges of a Registered Student Organization as defined in the Student Organizations Handbook.

5.2 Reasonably prompt receipt of a list of the names and addresses of entering students to University undergraduate degree programs who are otherwise eligible for membership in the Chapter. This list shall be provided in printed format and in mailing label format, as well as in electronic format, at the Chapter's expense for a reasonable price. This information may be used by the Chapter for recruitment purposes and for no other purposes.

5.3 Reasonable access to the Office of Fraternity & Sorority Life to assist the Chapter with its compliance with the terms and conditions of this Recognition Agreement.

5.4 Quarterly access to information regarding the scholastic performance of the Chapter's Members.

5.5 Assistance from the Office of Fraternity & Sorority Life in identifying a member of the University's faculty to assist the Chapter with its academic programs.

5.6 Communication from the Office of the Vice Provost for Student Life, or the Office of Fraternity & Sorority Life, as appropriate, regarding the Chapter's compliance with the terms of this Recognition Agreement and the Chapter's efforts in furthering the quality of the undergraduate experience. This communication shall also be disseminated to the Chapter Advisor and the Chapter's Headquarters.

5.7 Participation through representatives of the IFC and Panhellenic in the University's New Student Orientation Program for undergraduate students.

5.8 The Vice Provost for Student Life will send a letter to the University's incoming undergraduate students expressing support for recognized fraternities and sororities in good standing at the University.

6. DISCIPLINARY PROCEDURES

The University and Chapter shall follow the following provisions regarding the alleged violations by the Chapter of the terms and conditions of this Recognition

Agreement. The extent and terms of disciplinary action taken by the Office of the Vice Provost for Student Life will depend upon the nature and severity of the violation of the terms and conditions of this Recognition Agreement, as well as the Chapter's history of compliance with and/or violations of the Recognition Agreement.

6.1 Notice of Violation.

a. When the Office of the Vice Provost for Student Life has reason to believe that the Chapter has violated any provision of this Recognition Agreement, the Office of the Vice Provost for Student Life will confer with the Office of Fraternity & Sorority Life regarding the suspected violation.

b. Following discussion with the Office of Fraternity & Sorority Life, the Office of the Vice Provost for Student Life will issue a letter to the Chapter with notice of the suspected violation, including a brief description of the facts regarding the suspected violation. The letter will also indicate that the Chapter may choose whether the initial determination as to whether a violation of the Recognition Agreement occurred and the recommendation to the Office of the Vice Provost for Student Life of the possible sanction is to be made by the Office of the Vice Provost for Student Life or by a panel composed of a person appointed by the Director of the Office of Fraternity & Sorority Life, an executive officer of the IFC, and an executive officer of Panhellenic (the "**Panel**"). The Office of the Vice Provost for Student Life will send a copy of the letter to the Chapter President, Chapter Advisor, House Corporation President, the Chapter's Headquarters and the Office of Fraternity & Sorority Life.

c. Within ten (10) school days of delivery of the letter from the Office of the Vice Provost for Student Life (not including any days that are scheduled for final examinations), the Chapter may respond in writing or in person, providing information it deems relevant to the suspected violation, including any disciplinary action taken by the IFC or Panhellenic. The Chapter may also indicate whether it elects to have the initial determination and recommended sanction made by the Office of the Vice Provost of Student Life or the Panel. Failure to so indicate will result in the recommendation being made by the Office of the Vice Provost of Student Life. The Chapter should send a copy of the letter to the Chapter Advisor, House Corporation President, the Chapter's Headquarters and the Office of Fraternity & Sorority Life.

d. Within ten (10) school days of the delivery of the response from the Chapter (not including any days that are scheduled for final examinations), the recommendation will be made and the Office of the Vice Provost for Student Life will make a determination whether a violation of this Agreement occurred and will impose the appropriate sanction, if any. Prior to the imposition of any sanction, the Office of the Vice Provost for Student Life shall review the disciplinary action taken by the IFC or Panhellenic. The Office of the Vice Provost for Student Life will issue the final determination of the matter in writing and will send a copy of the letter to the Chapter President, Chapter

Advisor, House Corporation President, the Chapter's Headquarters and the Office of Fraternity & Sorority Life.

6.2 Sanctions. When a determination has been made by the Office of the Vice Provost for Student Life that an officially recognized Chapter materially violated any provision of this Recognition Agreement, or when the Office of the Vice Provost for Student Life determines that the Chapter no longer meets the requirements to maintain its official recognition, the Office of the Vice Provost for Student Life may take one or more of the following actions:

a. Warning: Written notice to the Chapter that additional violations may be cause for disciplinary action.

b. Reprimand: Written notice to the Chapter that violations of this Recognition Agreement have occurred and that the Chapter is therefore reprimanded, and that additional violations will likely result in more serious disciplinary action.

c. Monetary Fine: Written notice to the Chapter that as a condition of retaining recognition it shall timely pay any and all fines levied by the IFC and/or Panhellenic that relate to a violation of this Recognition Agreement.

d. Restitution: Written notice to the Chapter that to maintain its recognition it must pay compensation to the owner of property which has been damaged as a result of a Chapter activity.

e. Probation: Written notice to the Chapter that it is in a probationary status for a specific period, and if corrective actions have been imposed by the Chapter Headquarters and/or by the IFC or Panhellenic, as applicable, as a condition of continued recognition these corrective measures must be instituted during the probationary period. Some or all of the privileges pertaining to official recognition may be denied during the probationary period. During the probationary period the Chapter will be deemed not to be in good standing, but shall retain its recognition.

f. Suspension: Written notice to the Chapter that its official recognition is suspended for a specific period of time, and if corrective actions have been imposed by the Chapter Headquarters and/or by the IFC or Panhellenic, as applicable, as a condition of continued recognition these corrective measures must be instituted during the suspension period. All privileges pertaining to official recognition may be denied until the Chapter's recognition is reinstated pursuant to the provisions of Section 3.

g. Revocation: Written notice to the Chapter that its official recognition is indefinitely revoked. All privileges pertaining to official recognition will be terminated as of the effective date of the revocation.

6.3 Appeal Procedure.

a. The Chapter may appeal any sanction imposed by the Office of the Vice Provost for Student Life by providing written rationale for the appeal to the Office of the Vice Provost for Student Life within fifteen (15) school days following the effective date of the sanction being appealed (not including any days that are scheduled for final examinations). The Chapter may also request a hearing.

b. The Office of the Vice Provost for Student Life shall, within fifteen (15) school days of receiving the appeal (not including any days that are scheduled for final examinations) convene a panel consisting of the IFC President, the Panhellenic President, a president of a recognized member chapter of the IFC in good standing, a president of a recognized member chapter of Panhellenic in good standing, and a representative of the Office of the Vice Provost for Student Life to review the appealed sanction (the “**Appeal Board**”).

c. The Appeal Board may consider in its review all written or other materials or testimony previously provided by the Office of the Vice Provost for Student Life, Office of Fraternity & Sorority Life, Panhellenic, IFC, the Chapter, or other interested parties.

d. If the Chapter requests a hearing, it shall be scheduled and held within a reasonable period of time following the receipt of the request. The hearing shall be before the Appeal Board. The representative of the Office of the Vice Provost for Student Life shall act as the chair of the Appeal Board (the “**Chair**”). The Chair shall allow testimony from all interested parties. The Chair may set reasonable limits on the time of the hearing, the number of witnesses called, and the length of time for each witness’ testimony.

e. The Appeal Board shall provide the Office of the Vice Provost for Student Life with its recommendations within twenty (20) school days of the commencement of the Appeal Board’s review (not including any days that are scheduled for final examinations). The Office of the Vice Provost for Student Life shall then notify the Chapter in writing of the final disposition of the appeal within ten (10) school days of the receipt of the Appeal Board’s recommendations (not including any days that are scheduled for final examinations). The Office of the Vice Provost for Student Life shall send a copy of such notice to the Chapter’s President, the Chapter Advisor, the House Corporation President, the Chapter’s Headquarters and the Office of Fraternity & Sorority Life.

f. During the appeal process, at the written request of the Chapter, the imposition of any and all sanctions shall be stayed pending the outcome of the appeal.

6.4 Reinstatement. A Chapter which has had its recognition suspended may apply for reinstatement after the end of the period of suspension. Petitions for reinstatement are to be submitted to the Office of the Vice Provost for Student Life. If the Chapter is applying for reinstatement, it must be able to demonstrate that the Chapter has appropriately dealt with the problems which led to the suspension, has completed any corrective actions

imposed by the Chapter Headquarters and/or by the IFC or Panhellenic, as applicable, and that it is in all other respects currently eligible for recognition pursuant to the conditions of the form of Recognition Agreement then in effect. If the petition for reinstatement is denied, the Chapter may petition for reinstatement no sooner than the end of the following academic quarter. Until the Chapter's recognition is reinstated, the Chapter's recognition shall remain suspended.

7. EXECUTION

7.1 Having thoroughly read and fully understanding the terms and conditions of this Recognition Agreement, the Chapter, by signature of its President, and the University, by signature of the Vice Provost for Student Life, agree to abide by the terms and conditions of this Agreement.

7.2 A copy of the Chapter's fully executed Recognition Agreement will be provided to the Chapter and to the Office of Fraternity & Sorority Life by the Office of the Vice Provost of Student Life.

7.3 Notwithstanding the foregoing, by signing this Recognition Agreement, the Chapter does not surrender or restrict the rights accorded to it, its members or any entity associated or related to it, under the laws of the United States and/or the State of Washington.

Dated: _____

By: _____

Chapter President

Dated: _____

By: _____

University of Washington

Vice Provost for Student Life

The following Chapter Advisor acknowledges receiving a copy of this Recognition Agreement, has read it, and certifies that he/she is the current Chapter Advisor.

Dated: _____

By: _____

Chapter Advisor

(Printed Name)

The following representative of the House Corporation acknowledges receiving a copy of this Recognition Agreement, has read it, and certifies that he/she is an authorized representative of the House Corporation.

Dated: _____

By: _____

House Corporation Representative

(Printed Name)

Of: _____

(House Corporation Name)

Title: _____