

2006-2007
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 is entered into by and between the University of Washington (hereinafter called the "University") and the _____ Chapter of _____ (hereinafter called the "Chapter").

RECITALS

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,

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

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, this Agreement is entered into based on the long standing relationship between the Greek community and the University.

THEREFORE, the University and the Chapter agree to the terms and conditions of this Agreement for official recognition.

AGREEMENT

I. GENERAL PROVISIONS

A. The University hereby extends official recognition to the Chapter.

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

C. This Agreement shall be in effect from September 27, 2006, until the first day of classes of the following academic year, September 26, 2007, unless otherwise terminated pursuant to the provisions of Subsection I.D. or Section VI.

D. The Chapter may terminate this Agreement and extinguish all obligations incurred or accrued hereunder 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 Recognition shall be withdrawn thirty (30) days from the date notification is received unless recognition has been previously withdrawn pursuant to the provisions of Section VI of this Agreement. Withdrawal of recognition by the University pursuant to Section VI shall also be deemed to extinguish all obligations incurred or accrued by the Chapter.

E. During the term of this Agreement, the University shall meet and confer with representatives of the undergraduate Interfraternity Council (IFC), the Alumni Interfraternity Council (AIFC), the undergraduate Panhellenic Association (Panhellenic), and the alumnae CORE Board (CORE) at a mutually convenient time during winter quarter to discuss potential modifications to and the administration of this Agreement for the following academic year.

II. IDENTIFICATION OF PARTIES AND NON-PARTIES

A. 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 Agreement, all contacts and communications with the University shall be through the Office of the Vice Provost for Student Life and all responses from the University shall be from that office.

B. Chapter. The term "Chapter" shall include the organization entering into this Agreement. The Chapter's membership shall, for the purposes of this Agreement, include the undergraduate active members and associate members (commonly known as new members or pledges) currently paying membership dues to the Chapter who are in good standing with the Chapter.

C. 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.

D. House Corporation. The term "House Corporation" shall include, if such an organization exists, the non-profit organization which holds title to and/or leases the Chapter its residence, otherwise known as the "Chapter House." The House Corporation, its trustees, officers, agents and employees are not parties to this Agreement.

E. 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 trustees, officers, agents and employees are not parties to this Agreement.

F. 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 trustees, officers, agents and employees are not parties to this Agreement.

G. Fraternity and Panhellenic Advisors. The terms "Fraternity Advisor" and "Panhellenic Advisor" shall include the persons who are employed by the respective communities to advise and/or assist the IFC and Panhellenic in their operations and activities. In addition to the IFC and AIFC officers, the Fraternity Advisor is an authorized representative of the IFC and AIFC. In addition to the Panhellenic and CORE officers, the Panhellenic Advisor is an authorized representative of the Panhellenic and CORE. The Fraternity and Panhellenic Advisors are not parties to this Agreement.

III. ELIGIBILITY FOR RECOGNITION

In order to be eligible for official recognition, the Chapter must meet the following requirements:

A. The Chapter must be a Registered Student Organization with the University Student Activities Office and adhere to the rules governing such registration.

B. The Chapter must be fully chartered and comply with the rules of, and be in good standing with, the Chapter's Headquarters.

C. 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 and Panhellenic with which the Chapter shall be in compliance include, but are not limited to, the following:

1. IFC Risk Management Policy
2. Dry Recruitment Policy,
3. Dry Event Policy (Panhellenic only),
4. Human Dignity Statement, and
5. Individual Risk Management Policies of each respective Inter/National organization.

D. The Chapter must place a copy of its risk management policy on file with the Office of the Vice Provost for Student Life.

E. The Chapter must complete the Chapter Information Form. On this form the Chapter must identify to the Office of the Vice Provost for Student Life at least two Chapter officers who can be contacted by the police and other enforcement agencies 24 hours a day to handle emergency situations. Additionally, the names, addresses and day-time telephone numbers of the Chapter Advisor and House Corporation Representative who can be contacted during regular business hours must be provided to the Office of the Vice Provost for Student Life. Finally, the name, address and telephone number of a contact person at the Chapter's Headquarters must be provided to the Office of the Vice Provost for Student Life. This information must be kept current by the Chapter.

F. The Chapter must provide 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, and including 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 each occurrence/\$1,000,000 general aggregate. In the event of cancellation or material alteration, the University shall receive at least 30 days prior written notice of such cancellation or material alteration.

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

H. The Chapter must have an active House Corporation Board that is currently managing a facility.

IV. MAINTAINING UNIVERSITY RECOGNITION

A. To be considered for official recognition by the University, the Chapter must maintain a position of good standing. In order to remain in good standing, the Chapter must:

1. Comply with the terms set forth in this Agreement and adhere to all applicable University policies, rules and regulations;
2. Comply with all applicable federal, state and local laws and regulations;
3. Take disciplinary action against members and residents and other appropriate action against invitees and licensees who violate the applicable rules of the Chapter, the University or the terms of this Agreement. The Chapter shall confirm, upon request of the University, that appropriate disciplinary action has been taken;

4. At least once a year conduct educational programs for the Chapter's members on acquaintance rape and substance awareness. The acquaintance rape and substance awareness programs are to be completed by the end of the sixth week of autumn quarter and the conclusion of autumn quarter, respectively. It is expected that at least 80% of the Chapter's membership will be in attendance for the entirety of the program. 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 programs must be a minimum of one hour in length. The Chapter must submit the Educational Program Verification Form to the Office of the Vice Provost for Student 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.

5. Comply with the regulations regarding the sponsorship of a party as defined in this Agreement.

a. For the purpose of this Agreement a "Party" is defined as:

i. A gathering of more than 24 people;

ii. At which alcoholic beverages are consumed; and

iii. Which is arranged, scheduled or announced by the Chapter.

b. A Chapter meeting or gathering with only Chapter members and/or Alumni members shall not be considered a Party under this Section.

c. The Chapter agrees that when it sponsors a Party, it will comply with the following requirements:

i. Register the Party with the Office of the Vice Provost for Student Life, and either the IFC or Panhellenic, whichever is applicable, no later than 7 days in advance of each Party;

ii. Arrange for and/or obtain a Special Occasion License or Banquet Permit from the Washington State Liquor Control Board and adhere to the permit or license regulations; and

iii. Maintain security and regulate access to the Party.

B. For purposes of determining the Chapter's compliance with the terms and conditions of this 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.

V. PRIVILEGES OF A RECOGNIZED CHAPTER

A University recognized Chapter shall be entitled to the following:

A. All privileges of a Registered Student Organization as defined by the Student Organizations Handbook.

B. 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 at the Chapter's expense for a reasonable price.

C. Reasonable access to the Greek Relations Assistant to the Vice Provost for Student Life (Greek Relations Assistant) to assist the Chapter with its compliance with the terms and conditions of this Agreement.

D. Quarterly access to information regarding the scholastic performance of the Chapter's members.

E. Assistance from the Office of the Vice Provost for Student Life in identifying a member of the University's faculty to assist the Chapter with its academic programs.

F. Communication from the Office of the Vice Provost for Student Life regarding the Chapter's compliance with the terms of this 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.

G. Participation through representatives of the IFC and Panhellenic in the New Student Orientation Program for undergraduate students.

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

VI. DISCIPLINARY PROCEDURES

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 infraction, as well as any history of previous violations. Chapters must be in "good standing" to maintain their recognition status as set forth under Section IV.

A. Notice of Violation:

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

2. Following discussion with the Panhellenic or Fraternity Advisor, the Office of the Vice Provost for Student Life will issue a letter to the involved Chapter with notice of the suspected violation, including a description of the facts relied upon. The letter will also indicate that the Chapter may choose whether the initial determination and recommended sanction will be made to the Vice Provost for Student Life by the Greek Relations Assistant or by a panel composed of the Greek Relations Assistant, an executive officer of the IFC and an executive officer of Panhellenic. 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 Panhellenic or Fraternity Advisor.

3. Within ten (10) school days of the date of the letter from the Office of the Vice Provost for Student Life, 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 Greek Relations Assistant or the Panel. Failure to so indicate will result in the recommendation being made by the Greek Relations Assistant. The Chapter will send a copy of the letter to the Chapter Advisor, House Corporation President, the Chapter's Headquarters and the Panhellenic or Fraternity Advisor.

4. Within ten (10) school days of the date of the response from the Chapter, the recommendation will be made and 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 Vice Provost for Student Life may evaluate the disciplinary action taken by the IFC or Panhellenic. If it is determined that the action taken is sufficient, no sanction will be imposed. 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 Panhellenic or Fraternity Advisor.

B. Sanctions. When an officially recognized Chapter violates any provision of this Agreement or when the Vice Provost for Student Life determines that the Chapter no longer meets the requirements of good standing, the Vice Provost for Student Life may initiate the following actions:

1. Warning: Written notice to the Chapter that continued or repeated violations may be cause for further action. A timeframe for completion of corrective action(s) may be included.

2. Reprimand: Written notice to the Chapter that violations of this Agreement have occurred and that additional violations will likely result in more serious disciplinary sanctions. A timeframe for completion of corrective action(s) may be included.

3. 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 Agreement.

4. Restitution: The Chapter may be required to pay compensation to the owner of property which has been damaged as a result of a Chapter activity.

5. Probation: A specific probationary period within which corrective measures must be instituted may be imposed upon the Chapter as a condition of continued recognition. Some or all of the privileges pertaining to official recognition may be denied during the probationary period.

6. Suspension: Official recognition may be revoked for a specific period of time. All privileges pertaining to official recognition will be denied during the period of suspension.

7. Withdrawal: A specific suspension period within which corrective measures must be instituted. All privileges pertaining to official recognition will be denied until such time as the Chapter is reinstated.

C. Appeal Procedure.

1. The Chapter may appeal any sanction by providing written rationale for the appeal to the Vice Provost for Student Life within fifteen (15) school days following the effective date of the sanction being appealed. The Chapter may also request a hearing.

2. The Vice Provost for Student Life shall, within fifteen (15) school days of receiving the appeal, convene a panel consisting of the IFC President, the Panhellenic President, a president of a recognized fraternity chapter in good standing, a president of a recognized sorority chapter in good standing, and a staff member of the Office of the Vice Provost for Student Life to review the appealed sanction.

3. The Panel may consider in its review all written or other materials or testimony provided by the Office of the Vice Provost for Student Life, Panhellenic, IFC, the Chapter, or other interested parties.

4. 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 Panel described above. The Vice Provost for Student Life or a designee shall act as the hearing authority. The hearing authority shall allow testimony from all interested parties. The hearing authority may set reasonable limits on the time of the hearing and the number of witnesses called.

5. The Panel shall provide the Vice Provost for Student Life with its recommendations within twenty (20) school days of the commencement of the Panel's review. 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 Panel's recommendations. The Vice Provost for Student Life shall send a copy of the letter to the Chapter President, Chapter Advisor, House Corporation Board President, the Chapter's National Headquarters and the Panhellenic or Fraternity Advisor.

6. During the appeal process, the imposition of any and all sanctions shall be stayed pending the outcome of the appeal.

D. Reinstatement. A Chapter which has had its recognition withdrawn or suspended may apply for reinstatement after the period of withdrawal or suspension is completed. Petitions for reinstatement are to be submitted to the Vice Provost for Student Life. All Chapters applying for reinstatement must be able to demonstrate that they have appropriately dealt with the problems which led to withdrawal or suspension and that they are in all other respects currently eligible for recognition under this Agreement.

VII. EXECUTION

A. Having thoroughly read and being in full understanding of the terms and conditions of this Agreement for Official Recognition of Fraternities and Sororities by the University of Washington, 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.

B. Copies of each Chapter’s executed agreement will be provided to the IFC and Panhellenic by the Office of the Vice Provost for Student Life upon request of the Panhellenic and/or Fraternity Advisor.

C. Notwithstanding the foregoing, by signing this 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 Agreement, has read it, and certifies that he/she is the current Chapter Advisor.

Dated: _____ By: _____

(Printed Name)

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

Dated: _____ By: _____

(Printed Name)

Of: _____
(House Corporation Name)

Its: _____
(Title)