

**2015**  
**AGREEMENT FOR OFFICIAL RECOGNITION**  
**OF FRATERNITIES AND SORORITIES**  
**BY THE UNIVERSITY OF WASHINGTON**

**Chapter Name:** \_\_\_\_\_

THIS AGREEMENT FOR OFFICIAL RECOGNITION OF FRATERNITIES AND SORORITIES BY THE UNIVERSITY OF WASHINGTON (this “**Agreement**”) is by and between the University of Washington, an agency of the State of Washington (the “**University**”) and the chapter of the fraternity or sorority appearing on the signature page of this Agreement (the “**Chapter**”). Additional definitions are included in Exhibit A.

WHEREAS, the University and the Chapter believe that fraternities and sororities can contribute significantly and positively to the quality of the undergraduate experience, providing opportunities for the development of leadership skills, civic involvement, social growth and the forging of important lifelong relationships and, in the spirit of cooperation, the University and Chapter in entering into this Agreement desire to enhance the Chapter’s efforts to make its contribution to the quality of the undergraduate experience;

NOW, THEREFORE, the University and the Chapter agree as follows:

1. TERM, TERMINATION AND ANNUAL REVIEW

1.1. Term. The term of this Agreement shall begin on January 1, 2015 (the “**Effective Date**”), and, unless terminated earlier pursuant to Section 1.2, shall expire on December 31, 2015 (the “**Expiration Date**”); provided, however, this Agreement shall continue through to January 31, 2016 (the “**Term**”) for the purpose of allowing the Chapter and the University time to execute and deliver the form of Recognition Agreement for the subsequent calendar year. If such newly executed Recognition Agreement is not delivered to the University by the Chapter by January 31, then the Chapter’s Recognition pursuant to this Agreement shall be terminated effective as of January 31 with no further action required by the University.

1.2. Termination of Agreement. This Agreement shall be terminated prior to the Expiration Date pursuant to any one of the following:

1.2.1. Written Agreement. By written agreement between the University and the Chapter.

1.2.2. Notice from Chapter. The Chapter providing at least thirty (30) days prior written notice to the Vice President.

1.3. Effect of Termination. Upon termination of this Agreement, all privileges, rights and obligations of the University and the Chapter arising under this Agreement shall be extinguished, unless otherwise specified herein.

1.4. Annual Review of Agreement. During the Term of this Agreement, the University, acting through the Vice President, shall meet and confer with representatives of the IFC, Panhellenic, the AIFC, and the PAAC, if such a review is requested by any of these five entities, at a mutually convenient time to discuss renewal and potential modifications to the form and administration of this Agreement for the following academic or calendar year, as the case may be.

## 2. RECOGNITION

2.1. Recognition Extended to Chapter. The University hereby extends official recognition (“**Recognition**”) to the Chapter, which is conditioned upon the Chapter fulfilling the following requirements on a continuous basis:

2.1.1. Registered Student Organization. The Chapter must be a Registered Student Organization (“**RSO**”) pursuant to the requirements of the University’s Student Activities Office, be in good standing as an RSO during the term of this Agreement, and adhere to all requirements and rules applicable to an RSO, including the renewal of the RSO status which includes attendance at an Autumn Quarter orientation by a Chapter representative by no later than November 1 of the coming calendar year.

2.1.2. Good Standing - Chapter’s Headquarters. The Chapter must be fully chartered and comply with the rules of, and be in good standing with, the Chapter’s Headquarters.

2.1.3. Good Standing - IFC/Panhellenic. The Chapter must be a member in good standing with the IFC or Panhellenic, whichever is applicable.

2.1.4. Chapter Risk Management Policy. The Chapter must deliver a copy of its current risk management policy to the OFSL.

2.1.5. Compliance with Applicable Laws, Regulations, Rules, Policies and Orders. The Chapter will comply with all applicable constitution, laws, regulations, rules, policies and orders of the United States, State of Washington, King County, City of Seattle, the University and the IFC/Panhellenic, as the case may be (collectively, “**Applicable Rules**”).

2.1.6. Appropriate Action. The Chapter shall take appropriate disciplinary action against Members and other appropriate action against the Chapter’s non-Member residents, invitees, and licensees who violate the Applicable Rules. The Chapter shall confirm, upon request of the Vice President, that appropriate action has been taken.

2.1.7. Educational Programming. At least once during the academic year the Chapter shall conduct educational programs for its Members on the following topics: (a) sexual assault and relationship violence, and (b) controlled substance abuse awareness. The sexual assault and relationship violence program and the controlled substance abuse program are to be completed by the end of 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 OFSL 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.

2.1.8. Requirements for Events. When it sponsors an Event (as defined in Exhibit A), the Chapter must comply with all of the following requirements: (a) Register the Event with the OFSL 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.

2.1.9. Required Contact Information. The Chapter must provide to the OFSL the information set forth on the last page of this Agreement, which information the Chapter must promptly update as such information may change from time to time.

2.1.10. Certificate of Insurance. The Chapter must maintain in place at all times during the term of this Agreement an insurance policy of commercial general liability coverage, which includes, but is not limited to, bodily injury, personal injury, property damage, host liquor and contractual liability with coverage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate of all claims and naming the Board of Regents of the University of Washington as an additional insured by endorsement. By no later than January 31 of the present year the Chapter must provide the OFSL a certificate of insurance evidencing such coverage and shall provide the OFSL prompt notice if such coverage is cancelled. The Chapter may petition the Vice President for a waiver of the \$2,000,000 aggregate coverage on a showing of good cause and only if the Chapter maintains at all times coverage of at least \$1,000,000 per occurrence.

2.1.11. Chapter Advisor. The Chapter must have a Chapter Advisor.

2.1.12. House Corporation for Chapters Housed in Privately-Owned Residential Facilities. If the Chapter is housed in one or more privately-owned residential facilities, the Chapter must have a House Corporation that is currently managing the Chapter's primary residential facility for the benefit of the Chapter and its Members, but such House Corporation is not required to manage any other residential facilities that may be occupied by Members.

2.2. Waiver, Forbearance or Modification of Requirements. The Chapter may petition the Vice President for waiver, forbearance or modification of any of the foregoing requirements on a showing of good cause (e.g., when the Chapter is in the process of obtaining a charter from the Chapter's Headquarters, the Chapter may ask for forbearance of the requirement of Section 2.1.2 for a reasonable period of time until such charter is issued); provided, however, that any such waiver, forbearance or modification shall be at the reasonable discretion of the Vice President and no such petition will be considered in the absence of good cause.

2.3. Chapter's Acts or Omissions. 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.

### 3. PRIVILEGES OF A RECOGNIZED CHAPTER

Unless otherwise restricted pursuant to disciplinary actions taken by the University as set forth in Section 4, a Chapter which has obtained Recognition by the University shall be entitled to the following privileges:

3.1. Information Regarding Offerees and Incoming Students. At the times (i) the University notifies a person that he/she has been offered admission as an undergraduate (an "**Offeree**"), and (ii) such person accepts his/her offer of admission (an "**Incoming Student**"), but before the Incoming Student registers for classes, the University shall make available in electronic format to the OFSL, IFC and Panhellenic in the case of an Offeree, and to the OFSL, IFC, Panhellenic and the Chapter in the case of an Incoming Student, the name of such person, such person's gender, e-mail address, telephone number and mailing address (collectively "**Contact Information**"), which shall be used for recruitment purposes only. Using the Contact Information, the Chapter agrees not to send correspondence to, or otherwise communicate with, an Incoming Student more than once per month, unless such Incoming Student has responded affirmatively to the Chapter.

3.2. Office of Fraternity and Sorority Life. Reasonable access to the staff of the OFSL for (a) program assistance, (b) resource of information, and (c) other resources of the OFSL pursuant to guidelines designated by the OFSL.

3.3. Scholastic Performance Information. Quarterly access to information regarding the grades of Members who have provided written consent to the University to release such information, so long as the Chapter meets reasonable deadlines set by the OFSL for the Chapter's submission of completed scholastic performance information that is necessary and appropriate for the University's compilation of such scholastic information.

3.4. Faculty Assistance. Assistance from the OFSL in identifying a member of the University's faculty who may assist the Chapter with its academic programs.

3.5. Communication From the University. Communication from the Vice President, or the OFSL, as appropriate, 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, the Chapter's Headquarters and the Chapter's House Corporation.

3.6. Registered Student Organization. All benefits of an RSO.

3.7. Member of IFC/Panhellenic. All benefits of being a member in good

standing of IFC or Panhellenic, as the case may be, including, without limitation:

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

3.7.2. Incoming Student Letter. The Vice President will prepare for distribution to the University's Incoming Students, and if materials are sent by the University to the parents of such Incoming Students, then to such parents, a letter expressing support for recognized fraternities and sororities in good standing at the University.

3.7.3. Residence Hall System Agreements. The University and the Chapter agree to the specific terms and conditions set forth in Exhibit B regarding the termination of University Residence Hall System Agreements (an "RHSA"), including the provision that subject to the deadlines set forth in Exhibit B the University agrees that for an eligible University student who has joined the Chapter or who is registered for formal recruitment and who wishes to cancel his or her RHSA, the University shall cancel such RHSA without penalty and, if applicable, to credit or refund to such student any housing deposits that the student may have paid to the University.

3.7.4. Student Housing Web Pages. The University shall include web links to fraternity and sorority housing (as designated by IFC, Panhellenic and the OFSL) on the University's webpage identifying student housing options, with reasonable disclaimers that such fraternity and sorority housing is not owned, controlled, managed, screened or inspected by the University. The links to fraternity and sorority information shall be comparable to those provided for housing offered to undergraduate students by the HFS.

#### 4. DISCIPLINARY PROCEDURES AND SANCTIONS

The University and Chapter shall follow the provisions set forth in Exhibit B regarding the alleged violations by the Chapter of the terms and conditions of this Agreement.

#### 5. GENERAL PROVISIONS

5.1. Notices. Unless otherwise specified in this Agreement, all notices, demands, requests, or other communications with respect to this Agreement shall be in writing and will be mailed by first-class mail, postage prepaid; hand delivered; or transmitted by email, addressed as set forth on the signature page. If the notices are for the Chapter, they shall be sent to the Chapter President, Chapter Advisor, and House Corporation President. If the notices are for the University, they shall be sent to the Vice President and to the OFSL.

5.2. Governing Law. This Agreement will be governed by, interpreted and construed in accordance with the laws of the State of Washington.

5.3. No Third Party Beneficiaries. The University and Chapter are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this

Agreement is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise to third persons unless such third persons are identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

5.4. Relationship of Parties. Neither the University nor the Chapter have any duties with respect to the subject matter hereof other than as expressly stated in this Agreement and neither of them assumes any liability to, nor responsibility for, the other party as a consequence of signing this Agreement or for any failure of the other party to comply with the terms and conditions of this Agreement. The University recognizes that it does not control the affairs of the Chapter, as the Chapter is located off campus and if it occupies a Chapter House, it 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, and this Agreement is entered into based on the long standing relationship between the community of fraternal organizations and the University.

5.5. Other Parties. There are no other parties to this Agreement other than the University and the Chapter and any other parties shall be deemed not to be parties to this Agreement unless it is expressly agreed otherwise in a writing signed by the University, the Chapter and such other party.

5.6. Execution of Agreement. Having thoroughly read and fully understanding the terms and conditions of this Agreement, the Chapter, by signature of its President, and the University, by signature of the Vice President for Student Life (or his or her designee), agree to abide by the terms and conditions of this Agreement. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement. Notwithstanding the foregoing, the parties acknowledge and agree 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. Promptly after execution by the University, the OFSL shall send by electronic mail a fully executed and complete copy of this Agreement to the Chapter President, Chapter Advisor, House Corporation President and the Chapter's Headquarters.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE FOR 2015 RECOGNITION AGREEMENT**

<p><b>Chapter Name:</b> _____</p> <p><b>Chapter President Signature:</b></p> <p>_____</p> <p><b>Print Name:</b> _____</p> <p><b>Print Title:</b> _____</p> <p><b>Print e-mail:</b> _____</p>	<p><b>University of Washington</b></p> <p><b>Signature:</b> _____</p> <p><b>Print Name:</b> _____</p> <p><b>Print Title:</b> _____</p>
	<p><b>Address for Notice to Vice President:</b></p> <p>University of Washington Office of the Vice President for Student Life 101 Gerberding Hall Campus Box 351266 Seattle, WA 98198</p>
	<p><b>Address for Notice to OFSL:</b></p> <p>University of Washington Office of Fraternity and Sorority Life Attn: Director Campus Box 352238 Seattle, WA 98195 Email: ofsl@uw.edu</p>

## EXHIBIT A

### Definitions

1. Chapter. For purposes of this Agreement, the “**Chapter**” shall include the organization entering into this Agreement, which may be an operating division/chapter of a larger legal entity (e.g., see Chapter’s Headquarters below) or may be a separate legal entity.

2. University. For purposes of this Agreement, the “**University**” is the University of Washington and any contacts and communications with the University shall be made to, and all responses from the University shall be received from, the following offices as may be designated by the University, including but not limited to:

- (a) Office of Community Standards and Student Conduct (“**CSSC**”);
- (b) Office of Fraternity and Sorority Life (“**OFSL**”);
- (c) Office of Housing and Food Services (“**HFS**”); and
- (d) Office of the Vice President for Student Life (“**Vice President**”).

2. 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 governing documents) members of the Chapter or its affiliated chapters and its directors, trustees, officers, agents, members and employees.

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.

4. Chapter’s Headquarters. The term “**Chapter’s Headquarters**” shall include, if such an organization exists, the governing organization, body, or administrative office for the Chapter and its affiliated chapters (commonly known as the “**National**” or “**International**”) and its directors, trustees, officers, agents and employees.

5. House Corporation and Chapter House. The term “**House Corporation**” shall include, if such an organization exists, the organization affiliated with the Chapter that holds title to and/or leases the Chapter its residence, including its annexes, if any, (otherwise collectively referred to herein as the “**Chapter House**”) and its directors, trustees, officers, agents and employees.

6. Member or Members. The term “**Member**” or “**Members**” shall, for the purposes of this Agreement, include the Chapter’s 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.

7. IFC. The term “**IFC**” shall mean the Interfraternity Council at the University of Washington, an unincorporated association.

8. Panhellenic. The term “**Panhellenic**” shall mean the Panhellenic Association at the University of Washington, an unincorporated association.

9. AIFC. The term “**AIFC**” shall mean the Alumni Interfraternity Council at the University of Washington, a Washington non-profit corporation.

10. PAAC. The term “**PAAC**” shall mean the Panhellenic Alumnae Advisory Council at the University of Washington, an unincorporated association,

11. Event. For the purpose of Section 2.1.8, an “**Event**” is defined as:

(a) a gathering of more than twenty-four (24) people;

(b) at which alcoholic beverages are consumed; and

(c) which is arranged, scheduled or announced by the Chapter or is held at the Chapter House (as defined above).

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

END OF EXHIBIT A

## **EXHIBIT B**

### **Residence Hall System Agreements**

If a Chapter, via the IFC or Panhellenic, provides written notice on or before August 31 that an eligible University student who has joined the Chapter or who is registered for formal recruitment wishes to cancel his or her Housing & Food Services 9-month Agreement (“Housing Agreement”) for the academic year, the University agrees to terminate that student’s Housing Agreement without penalty and if applicable, to credit or refund to the student any housing deposits that the student may have paid to the University prior to August 31. The written notice from the Chapter, via IFC or Panhellenic, must include the student’s full name and University student identification number. If after August 31, but before September 15, the University is given written notice that the student has been released or withdrawn from formal recruitment, then the University agrees to allow that student to apply for University housing and to assign that student temporary housing at the University’s applicable housing rate.

END OF EXHIBIT B

## EXHIBIT C

### Disciplinary Procedures and Sanctions

The following are the provisions related to disciplinary procedures and sanctions:

1. Disciplinary Procedures and Sanctions-Generally. The University and Chapter shall follow the provisions set forth below regarding the alleged violations by the Chapter of the terms and conditions of this Agreement. The Chapter shall be presumed to be in compliance with this Agreement unless by a preponderance of the evidence it is proven that the Chapter violated the terms of this Agreement. The extent and terms of any disciplinary action taken by the University in response to the Chapter's violation will depend upon the nature and severity of the violation, as well as any mitigating and aggravating factors (e.g., the Chapter's history of compliance with and/or violations of the Agreement; the Chapter's operational performance; appropriate disciplinary actions taken or not taken by the Chapter, the Chapter's Headquarters and/or the Chapter's House Corporation against the Chapter or culpable Members and/or non-Members; appropriate disciplinary action taken or not taken by the CSSC against culpable Members or non-Members for violations of the Student Conduct Code ("**Student Conduct Code**"); any civil and/or criminal action taken or not taken against the Chapter or culpable Members or non-Members). Notwithstanding the University's referral of any alleged violation to the IFC or Panhellenic for investigation and/or adjudication, the University, in its reasonable discretion, reserves the right to investigate and/or adjudicate an alleged violation pursuant to Section 3 below.

2. University's Referral to IFC/Panhellenic for Investigation and/or Adjudication. The University acknowledges the value of, and therefore encourages, self-governance and accountability, and in furtherance thereof the Vice President will, as a standard practice, refer the Chapter's alleged violations of this Agreement to the IFC or Panhellenic (as the case may be) for investigation and/or adjudication according to such body's applicable rules. The Chapter agrees to cooperate with the investigation and/or adjudication of such governing body, subject to the protections afforded to the Chapter and its members under Applicable Rules. The Chapter consents to IFC/Panhellenic reporting the results of its investigation and/or adjudication to the Vice President. Upon receipt of the results of the IFC/Panhellenic's investigation and/or adjudication, the Vice President may accept such results (and any sanctions levied as a consequence thereof) as conclusive or may proceed under Sections 3 and 4 below.

3. University's Own Investigation and Adjudication of Chapter's Alleged Violations. If the University receives information of the Chapter's alleged violation of this Agreement and (a) the IFC or Panhellenic, as the case may be, makes a recommendation to the University to alter the Chapter's status granted hereunder, the Vice President may adopt the recommendation of such governing body, which decision the Chapter may appeal pursuant to Section 3.5 below, or (b) the University determines in its reasonable discretion that circumstances warrant that the Vice President conduct his/her own investigation and/or adjudication, the following procedures shall be followed:

3.1 Review and Investigation. The Vice President will investigate and review

the facts and confer with employees of the OFSL and any other persons it deems necessary regarding the alleged violation. If the Vice President preliminarily determines that the facts appear likely to sustain a finding that the Chapter violated this Agreement, the Vice President shall issue a letter to the Chapter with a notice summarizing the alleged facts and a preliminary determination citing the provisions of this Agreement that were allegedly violated (“**Violation Letter**”). The Vice President will send the letter to the Chapter president with a copy to the Chapter Advisor, the House Corporation president, the Chapter’s Headquarters and the OFSL.

3.2. Chapter’s Response. Within ten (10) school days of the Vice President’s delivery of a Violation Letter, not including any days that are scheduled for final examinations or breaks between academic quarters, (each such day, a “**School Day**”), the Chapter shall respond in a letter (“**Response Letter**”) setting forth: (i) whether it elects to have the matter reviewed by a panel composed of three members - one appointed by the director of the OFSL (which person may not be member of the OFSL staff), the second an executive officer of the IFC, and the third an executive officer of Panhellenic (“**Panel**”) or if the matter should proceed to final review by the Vice President, and (ii) any information it deems relevant to its defense of the alleged violation, including any mitigating factors. Failure to indicate its election to have the matter initially reviewed by the Vice President or the Panel will result in the matter proceeding to a final determination by the Vice President. The Chapter shall send its Response Letter to the Vice President with a copy to the Chapter Advisor, House Corporation president, the Chapter’s Headquarters and the OFSL.

3.3. Panel’s Determination. If the Chapter elects to have its matter determined by a Panel, within ten (10) School Days of the Chapter’s delivery of its Response Letter, the Panel shall issue to the Vice President and the Chapter president, with a copy to the Chapter Advisor, House Corporation president, Chapter’s Headquarters and the OFSL, a letter containing its determination of the matter, which shall include the Panel’s summary of the facts and its determination relating to each alleged violation of this Agreement and, if any violations were found to have occurred, a recommended sanction (together with any mitigating or aggravating factors considered) (“**Panel’s Letter**”). The Vice President shall consider and may adopt in whole or in part the Panel’s factual summary, determination of violation, recommended sanctions and any mitigating or aggravating factors considered.

3.4. Vice President’s Determination. Within ten (10) School Days of the Panel’s delivery of the Panel’s Letter, or within ten School Days of the delivery of the Response Letter if no Panel was elected, the Vice President shall issue a determination letter to the Chapter president, with a copy to the Chapter Advisor, House Corporation president, Chapter’s Headquarters and the OFSL, which shall include a summary of the facts and determination relating to each alleged violation citing the applicable section of this Agreement and, if any violations were found to have occurred, any sanctions levied pursuant to Section 4 below (“**Determination Letter**”). Such letter may also include a discussion of any mitigating or aggravating factors that were considered. If the Chapter does not file an appeal as set forth in Section 3.5 below, the Determination Letter shall be deemed a Final Determination Letter (as defined below).

### 3.5. Appeal of Vice President's Determination.

(a) Chapter's Appeal. If the Chapter disagrees, in whole or in part, with the Determination Letter, the Chapter president shall send the Vice President within fifteen (15) School Days following delivery of the Determination Letter a letter ("**Appeal Letter**") setting forth: (i) the portions of the Determination Letter to which the Chapter objects (e.g., summary of the facts; determination relating to each alleged violation; and sanctions levied), if the Chapter desires that the sanctions be stayed during the appeal process, and (ii) if the Chapter elects to have a hearing by a four (4)-member board ("**Appeal Board**") consisting of (a) the IFC/Panhellenic president or his/her designee, as the case may be, (b) two presidents of recognized member chapters in good standing of IFC/Panhellenic, as the case may be, and (c) a representative of the Vice President, who shall serve as the chair ("**Chair**"). If the Chapter does not request to have the sanctions stayed during the appeal process, they shall go into effect on the date specified in the Determination Letter. If the Chapter does not elect to have the appeal heard by an Appeal Board, no such Appeal Board will be convened.

(b) Appeal Board's Determination. If the Chapter elects to have its appeal heard by an Appeal Board, the Vice President shall, within fifteen (15) School Days of receiving an Appeal Letter electing an Appeal Board, convene the Appeal Board to review the appealed portions of the Determination Letter. The Appeal Board may consider in its review all written or other materials or statements previously provided by the Vice President, OFSL, Panhellenic, IFC, the Chapter, or other interested parties together with new testimony and evidence. 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, but should not limit the Chapter's ability to impeach incriminating evidence/testimony, nor limit its ability to present exculpatory evidence/testimony. Within twenty (20) School Days of the conclusion of the Appeal Board's review, the Appeal Board shall issue to the Vice President and the Chapter president, with a copy to the Chapter Advisor, House Corporation president, Chapter's Headquarters and the OFSL, a letter containing its determination of the matter, which shall include the Appeal Board's response to each item appealed by the Chapter, together with a summary of the facts and its determination relating to each alleged violation of this Agreement and, if any violations were found to have occurred, a recommended sanction (together with any mitigating or aggravating factors considered) ("**Appeal Board's Letter**").

(c) Vice President's Final Determination. Within ten (10) School Days of the Appeal Board's delivery of the Appeal Board's Letter, or within ten (10) School Days of the delivery of the Appeal Letter if no Appeal Board was elected by the Chapter, the Vice President shall issue a final determination letter to the Chapter president, with a copy to the Chapter Advisor, House Corporation president, Chapter's Headquarters and the OFSL, which shall include a response to each matter appealed and set forth a final summary of the facts and final determination relating to each alleged violation citing the applicable section of this Agreement and, if any violations were found to have occurred, and any sanctions levied pursuant to Section 4 below ("**Final Determination Letter**"). Such letter may also include a discussion of any mitigating or aggravating factors that were considered. The Vice President shall consider and may adopt in whole or in part any one or more of the following: Violation Letter; Response Letter; Panel's Letter; Determination Letter; Appeal Letter; and Appeal Board's Letter.

4. Sanctions. If the Vice President determines that the Chapter has violated this Agreement, the Vice President may impose any of the following sanctions against the Chapter:

4.1. Warning. A written statement that the Vice President has determined that the Chapter committed a violation of this Agreement and, as a consequence thereof, the Chapter is warned that any future violations may be cause for receiving a sanction.

4.2. Reprimand. A written statement that the Vice President has determined that the Chapter committed a material violation of this Agreement and, as a consequence thereof, the Chapter is reprimanded for such material violation and admonished that any future findings of a material violation will likely result in a more serious sanction.

4.3. Monetary Fine. A written statement that the Vice President has determined that the Chapter committed a material violation of this Agreement and that as a condition of retaining Recognition the Chapter shall timely pay any and all fines levied by the IFC or Panhellenic, as the case may be, that relate to the matter in question.

4.4. Restitution. A written statement that to maintain its recognition the Chapter must pay within a specified period of time compensation due and owing to the owner(s) of property which have been damaged by the Chapter as a result of the matter in question.

4.5. Probation. A written statement that the Vice President has determined that the Chapter committed a material violation of this Agreement and if corrective actions have been imposed by the Chapter Headquarters and/or the IFC or Panhellenic, as the case may be, as a condition of continued Recognition these corrective measures must be instituted during the period of probation. The written statement should also include any privileges of Recognition that are withdrawn, conditioned or limited during such period of probation. During the period of probation, the Chapter will be deemed not to be in good standing, but will nevertheless retain Recognition.

4.6. Suspension. A written statement that the Vice President has determined that the Chapter committed a material violation of this Agreement and if corrective actions have been imposed by the Chapter Headquarters and/or the IFC or Panhellenic, as the case may be, as a condition of continued Recognition these corrective measures must be instituted during the period of suspension. During the period of suspension, the Chapter will be deemed not to be in good standing and will not be entitled to any privileges of Recognition.

4.7. Revocation. A written statement that the Vice President has determined that the Chapter committed a material violation of this Agreement and, as a consequence thereof, has revoked the Chapter's Recognition indefinitely and may further specify any time period that must expire prior to the Chapter's petition for reinstatement and may condition the consideration of such reinstatement upon the Vice President receiving evidence of the Chapter's successful completion of certain corrective actions and/or the payment of fines as set by the IFC or Panhellenic, as the case may be, or restitution (as described in Section 4.4 above) within a specified period of time. During the period of revocation, the Chapter will be deemed not to be

in good standing and will not be entitled to any privileges of Recognition.

5. Stay of Investigation and/or Adjudication Pending Other Proceedings. If the Vice President's investigation and/or adjudication of an alleged violation by the Chapter is premised upon alleged misconduct by individual Members and/or non-Members and such individual conduct is being investigated and/or adjudicated by another agency or body (e.g., matters involving alleged violations of the Student Conduct Code or matters involving alleged criminal misconduct), such investigation and/or adjudication of the Chapter may be stayed pending the outcome of such other investigation and/or adjudication.

6. Stay of Sanctions Pending Outcome of Appeal. If the Chapter requested in its Appeal Letter that sanctions be stayed pending the outcome of the appeal process, the Vice President may stay the imposition of all or some of the sanctions until the issuance of the Final Determination Letter.

7. Extension of Timelines. The timelines set forth in this Exhibit C may be extended for good cause as determined by the Vice President (for example, as the chapters of the Panhellenic Association are not in operation during the Summer academic quarter, a request for one or more extensions during the Summer academic quarter shall, as a matter of standard practice unless exigent circumstances exist, be granted to such chapters).

8. Alleged Misconduct by Individuals. The Vice President may at any time refer alleged misconduct by individual Members and non-Members to the CSSC (e.g., matters involving suspected violations of the Student Conduct Code) or law enforcement or other appropriate persons or organizations (e.g., matters involving criminal misconduct).

9. Reinstatement. If the Chapter's Recognition has been suspended or revoked, it may apply to the Vice President for reinstatement once all of the following have occurred: (i) any time periods specified in such suspension or revocation have expired; (ii) the Chapter has cured any violations of this Agreement that led to such sanctions; (iii) the Chapter has completed any corrective actions and/or or paid any fines/restitution set forth in such sanctions; and (iv) the Chapter is able to establish in all other respects that it is eligible for Recognition pursuant to the terms of the Recognition Agreement then in effect. If the Chapter's application for reinstatement is denied, the Chapter may apply for reinstatement no sooner than the end of the following academic quarter.

END OF EXHIBIT C

**CHAPTER INFORMATION FOR 2015 RECOGNITION AGREEMENT**

**Required Contact Information**

**Fraternity/Sorority Name:** \_\_\_\_\_

a. The names, email addresses, and cell phone numbers of at least two **Chapter officers** who can be contacted by the University, the police and other law enforcement agencies 24 hours a day in case of emergency situations;

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Email: \_\_\_\_\_ Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Cell: \_\_\_\_\_

Officer Title: \_\_\_\_\_ Officer Title: \_\_\_\_\_

b. The website, email address and a telephone number for the **Chapter**, which may be provided by the University to parents, students and campus officials for purpose of contacting the Chapter officers during normal business hours;

Website: \_\_\_\_\_ Telephone: \_\_\_\_\_

General Email: \_\_\_\_\_

c. The names, email addresses and daytime telephone numbers of the **Chapter Advisor** and **House Corporation President** who can be contacted during regular business hours; and

Chapter Advisor: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

House Corporation Representative: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

d. The name, email address, mailing address and telephone number of a contact person at the **Chapter's Headquarters**.

Chapter Headquarter Representative: \_\_\_\_\_

Email: \_\_\_\_\_ Telephone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

**This information shall be kept current by the Chapter during the term of Recognition.**