

STUDENT ORGANIZATION RECOGNITION AGREEMENT

CENTER FOR STUDENT INVOLVEMENT/TRUMAN STATE UNIVERSITY

This *Student Organization Recognition Agreement* by Truman State University is entered into by and between Truman State University (hereafter called the University) and the student organization designated below (hereafter called the Organization).

WHEREAS, the University believes that student organizations contribute significantly and positively to the quality of the Truman experience through the provision of service opportunities, leadership skills development, social connections, and opportunities to pursue common interests,

WHEREAS, the University wishes the support student organizations in their efforts to make positive contributions to student experiences,

WHEREAS, the University recognizes that it does not control all of the affairs of student organizations and that the student officers and members of the organization are ultimately responsible for the vision, values, and activities of the organization,

THEREFORE, the university and the organization agree to the terms and conditions of this Agreement for official recognition.

I. GENERAL PROVISIONS

- This agreement will be in effect from August 21, 2016 until August 20, 2017. Additional information may be required throughout this time period to remain in active status.
- The University hereby extends official recognition to the organization. This official recognition in no way implies an endorsement of the Organization or its activities by the University. The recognition does, however, provide access to University facilities and services as described in this agreement.
- This agreement constitutes the annual renewal process required of student organizations.
- The University acknowledges that the Organization is an independent organization that is seeking the privileges of recognition.
- The University has no duties other than those identified in this Agreement and do not assume liability as a consequence of this agreement. The University does not assume responsibility for any failure of the Organization to comply with the terms and conditions of this Agreement. The University does not assume responsibility for supervision, control, safety, security, or services other than those specifically cited in this Agreement.
- The Organization is not permitted to use the University name, [tax identification number](#) or misrepresent in any way the Organization's affiliation with the University.
- The Organization may terminate this Agreement and extinguish all obligations to the University upon written notice to the Center for Student Involvement. As a result, recognition will be withdrawn upon receipt of written notice.
- The University may also terminate this Agreement with justifiable cause and extinguish all privileges to the Organization upon written notice to the president or faculty/staff advisor of the organization.

II. ELIGIBILITY FOR RECOGNITION

For official recognition by the University, the organization must maintain a position of good standing.

The organization must:

- Comply with all federal, state and local laws and regulations and all University policies and procedures. These include, but are not limited to: the terms of this agreement, the Student conduct code, Student Organizational Code of Conduct, Center for Student Involvement regulations, policies of the Business Office, the Department of ResLife, Student Union Building, and Student Recreational Center, University facility guidelines, and department requirements (if applicable).

- Comply with other governing documents which should not conflict with University policies and procedures. These include, but are not limited to: council constitutions, department requirements, and any relevant parent or national organization requirements.
- Have a Truman faculty/staff advisor.
- Attend the mandatory workshop held at the beginning of the fall semester in order to be officially recognized by the University.
- Submit an organizational roster each semester via TruView.
- Notify the Center for Student Involvement of any organizational leadership and advisor changes (i.e. electing new officers, change of organization name, advisor leaves the University, etc.)

III. PRIVILEGES OF RECOGNITION

University recognized student organizations enjoy the following privileges:

- Organizational support services from the Center for Student Involvement, including access to a student organization mailbox.
- Access to copier/charging capabilities with the Center for Student Involvement.
- Ability to post advertisements and information according to established Advertising/Posting Policies.
- Access to scheduling University property and facilities through established procedures.
- Eligibility to apply for funding from the Funds Allotment Council (i.e. FAC and ICA funding).
- Ability to participate in University sponsored activities for recruiting membership and leadership development opportunities.
- Access to a student organization web and e-mail account.
- Access to the Banner roster system and Cocurricular Record resources.

IV. ANTI-HAZING POLICY

As set forth in the *Student Conduct Code* of Truman State University 8.050.2. Expectations for Student Organization Conduct Section 14: Abusive affiliation.

- The term "hazing" is any act on or off the campus of the University, determined by a reasonable person, that endangers the mental or physical health or comfort or safety of a student prospective member, or results in the destruction or removal of public or private property, or which causes embarrassment, or humiliation, for the purpose of initiation or admission into, affiliation with, or confirming any form of affiliation, or continue membership in a student organization regardless of an individual's willingness to participate in the activity.
- Acts of hazing shall include, but not be limited to:
 - Any activity which endangers the physical health or safety of the student or prospective member, including, but not limited to, physical brutality, whipping, paddling, slapping, kicking, choking, scratching, beating, branding, exposure to the elements, forced consumption of any food, liquor, drug, or other substance, or forced smoking or chewing of tobacco products; or
 - Any activity which endangers the mental health of the student or prospective member, including but not limited to sleep deprivation, physical confinement, placing prospective members of an organization or group in ambiguous situations which lead to confusion and emotional stress, or other extreme stress-inducing activity; or
 - Any activity that requires the student or prospective member to perform a duty or task that involves a violation of criminal laws of this state or any University policies, rules, or regulations published in University documents; or
 - Subservience, including but not limited to any activity which promotes a class system within organizations or activities, which facilitate inappropriate levels of authority over students.

- Hazing also includes any additional acts included in the definition of hazing by Missouri law, which currently is set forth in *Section 578.360, Revised Statutes of Missouri*.

V. Risk Management

Attend the mandatory Risk Management workshop at the beginning of the fall semester to be officially recognized by the University. University recognized student organizations sponsoring or participating in events involving students are expected to mitigate potential risk of the events and activities by compliance with the following:

- Provide adequate training and supervision for organizational events;
- Ensure all events and activities comply with state and federal laws including but not limited to statutes governing substance use, discrimination, harassment, hazing, copyrights, gambling, serving food, etc.;
- Ensure that all events and activities comply with University policy and support the mission and purposes of the institution;
- Ensure a risk assessment of each activity sponsored by the organization is completed in order to minimize the amount of physical, reputational, emotional, and financial risk to which the organization and participants are exposed (see <http://csi2.truman.edu/risk> for assistance in completing a risk assessment);
- Follow industry standards if they are available;
- Use licensed commercial transportation instead of personal vehicles when possible;
- Evaluate the facilities where events and activities to determine if the level of safety, supervision, security and appropriateness for the activity is reasonable. (**Note: Organizations holding events or activities at off-campus locations should also take reasonable steps to ensure that participants are protected from the threat of physical harm, harassment, or discrimination from other patrons of the facility.**);
- Make reasonable efforts to confirm that off campus locations where events occur do not discriminate on the basis of race or have racially derogatory signs, displays, or graffiti.
- Take all reasonable precautions and plan for potential issues;

VI. DISCIPLINARY PROCEDURES

Disciplinary actions against a recognized student organization will be conducted through the procedures outlined in the student conduct code/student organization code of conduct. Failure to abide by the student conduct code may result in disciplinary sanctions. All disciplinary concerns will be forwarded to the Director for the Office of Citizenship and Community Standards.

VII. INDEMNIFICATION CLAUSE

The recognized student organization and its individual active, inactive, or associate members shall indemnify, defend, and hold harmless the State of Missouri, the Board of Governors, Truman State University, their officers, employees, and agents from and against any and all liability, loss, claims, damages, or expenses, including reasonable attorneys' fees, arising from or related to the performance by the University or the Organization or their respective agents of any obligation or responsibility referenced in the Agreement or any other activity undertaken for any purpose by the organization or its individual active, inactive, or associate members, or guests/invitees regardless of whether such activities are negligent or intentional acts or omissions.

VIII. AGREEMENT EXECUTION

We have read the *Student Organization Recognition Agreement* and require that the Organization be officially recognized by Truman State University for the current academic year. Upon receipt of this signed form the Organization named will be granted all privileges normally associated with such registration as described above. By providing my electronic signature, I agree the Organization will:

- Abide by policies and procedures of the University, to support its goals and objectives, and to be responsible for the activities and behavior of the organization and its members. We also agree to abide by the ordinances of the City of Kirksville and the laws of the State of Missouri.
- Keep all member information, such as Banner ID numbers and other personal information confidential and that intentional disclosure of this information or misuse of access to the Banner system may result in criminal and civil penalties and/or sanctions under Truman State University Student Conduct Code.
- Acknowledge the following statement: Any student organization that is found responsible by a University Conduct Officer or University Conduct Board for violating any Expectation for Student Organization Conduct (rule) of the Student Conduct Code will be charged a \$100 administrative processing fee within 10 business days of the conduct hearing and a check payable to Truman State University will be delivered to the Office of Citizenship and Community Standards. Student organizations that do not pay the administrative processing fee within 10 business days will have their University recognition and privileges suspended (i.e., room reservations, posting privileges, etc.) until the administrative processing fee is paid. Student organizations that are found "not-responsible" will not be charged an administrative processing fee.