Memorandum of Understanding

for

Fraternity Chapters Assigned to University Residences

Created: March 19, 2010
Revised: March 25, 2013
Revised: March 31, 2017

Introduction

Ohio Wesleyan University recognizes the heritage and importance of residential fraternities to fraternity and sorority life on campus and is committed to providing the opportunity for fraternity chapters to occupy University residences. The University recognizes that fraternities have played an important role in the health and vitality of the University over the period of many years. The assignment of a University residence to a fraternity chapter should be regarded as a privilege extended to the fraternity by Ohio Wesleyan University. The provisions contained in this Memorandum of Understanding (MOU) describe responsibilities of the University and the fraternity chapter, including the alumni advisory board and the house corporation, regarding the management, operation, use, and care of these university-owned residences.

General Provisions

A.1 For the purpose of this document, “fraternity” will refer to a social Greek organization recognized by both a national/international headquarters and Ohio Wesleyan University.

A.2 For the purpose of this document, “Chapter” will refer to active, alumni, and house corporation members of a fraternity at Ohio Wesleyan University. It is the responsibility of the Chapter to designate at least one alumni advisory board/house corporation representative and chapter President with whom University personnel will communicate. The “University” will refer to departments and personnel of Ohio Wesleyan University. The “House” will refer to the residential structure currently occupied by the chapter, which includes residential living space for chapter members, ritual meeting and Chapter storage space, common spaces for chapter and chapter member use, and kitchen and dining facilities.

A.3 The University will provide management oversight for the operations and maintenance of the House. This includes: maintenance and repair of the facilities (including kitchen equipment described in the addendum to this Memorandum) and grounds; payment of utilities (including gas, electric, water, sewage, refuse disposal, and one cable drop for common space); hiring and payment of staff to oversee management and operation of the House; providing student room and common area furnishings; and providing custodial services for bathrooms and common areas (as defined in the addendum to this MOU).

A.4 A Residential Life Coordinator (RLC) will be designated as the primary University staff member with responsibility for fraternity house management and operations. The RLC is the primary University staff member to whom Chapter representatives should communicate in matters involving the House. The RLC will supervise the Fraternity House Resident Assistants (RAs) who assist and support the RLC in fulfilling management responsibilities. Suggestions, concerns, and questions regarding the management and operations of the House should be communicated by the Chapter Advisor, Chapter President (as the designated Chapter representatives) or Fraternity RA to the RLC who, with other appropriate University personnel, will address those matters.

A.5 The University will assign a Fraternity RA to each House. A minimum of two Chapter members shall apply to the Residential Life Office for the position of Fraternity RA in accordance with the RA recruitment process.
and selection process. It is the preference of the Residential Life Office to select and hire a member of the respective Chapter to serve in the role of Fraternity RA for that Chapter. If no Chapter members are selected to serve as their respective Chapter’s Fraternity RA then the Residential Life Office will select a non-member to serve in that role. The Chapter will be invited to participate in the selection process of a non-member Fraternity RA.

A.6 Active Chapter members as individuals and as a student organization shall abide by all University and Residential Life policies and procedures contained in the Student Handbook, the Student Code of Conduct, and in the Residential Housing Agreement. A Chapter, through its undergraduate chapter members, alumni advisory board, or house corporation, may set rules for living in their House that are in addition to, but not in conflict with, University and Residential Life policies. These Chapter specific rules must be submitted to the Fraternity & Sorority Life Office for review prior to their implementation.

A.7 The Chapter may request to self-operate dining services in the House, have the University operate dining services in the House, or not operate a kitchen on site and have members select their individual University meal plan. Chapters that are not operating a kitchen either independently or through the University dining service provider at the time of this document’s implementation (216 N. Franklin St. and 35 Williams Dr.) will have members select a University meal plan.

A.8 Should the Chapter choose to have the University operate dining services in the House, the University’s dining service provider will provide that service.

A.9 The University will collect the full amount of room and board charges from residents living in the House. If the Chapter has chosen to have the University operate dining services in the House, all board plan disbursements will be made directly to the university dining service provider. If the Chapter is self-operating their food service plan, all board plan disbursements to house corporations made pursuant to this document will occur on the following dates and in the following amounts:

- 2nd week of the semester - 50%
- 7th week of the semester - 30%
- 12th week of the semester - 20% (or balance)

A.10 All Chapter members living in the House will be charged a tier two room rate and board plan rate reflecting their Chapter meal plan selection. If a fraternity occupies a renovated residence, the room rate will reflect a renovated tier two room rate. These rates will be adjusted in a similar manner as other room and board rates charged by the University.

A.11 Use of the House during the summer break period and additional charges for use by a group other than the Chapter will be determined annually by the University. Any outside group using the House during the summer break period will be responsible for any loss or damages occurring during their use of the House. An outside group using the facility will not be given access to the Chapter’s designated storage space. During the summer break period, the University will provide a secure storage space, as designated in the Chapter addendum, for property owned by the Chapter other than common area furnishings which will remain in place. The University will make reasonable efforts to protect Chapter property and House from damage and vandalism on the rare occasion that the House is utilized for outside groups; if damage occurs during the summer break, the University will make every effort to repair damage(s) so as to permit the chapter to enjoy their residence during the entire academic year. If the House is undergoing renovations for any reason during any time of the year, the University will provide an additional secure storage space for common area property owned by the Chapter. Property owned by individual chapter members may be stored pursuant to the University’s Storage Policy.

A.12 The Chapter will establish and maintain an alumni advisory group and/or a house corporation, each of which will be composed of at least three (3) alumni members. Current contact information for alumni
advisory and/or house corporation members, as applicable, will be provided to the Office of Fraternity and Sorority Life and Residential Life at the beginning of each semester. If the Chapter has a house corporation, it will provide documentation to the Residential Life Office at Ohio Wesleyan University by June 1 of each year that it is a corporation in good standing and qualified to do business in the state of Ohio. All information will be stored on a University secured server and only used for the purpose of communicating with house corporation members on matters pertaining to the house or chapter.

A.13 The Chapter shall submit to the Residential Life Office by June 1 each year, a certificate of insurance, providing evidence of the following: 1. General Liability Insurance, to include product liability insurance, in the amount of at least $1,000,000 per occurrence, and 2. Fire Legal Liability Insurance in the amount of at least $500,000 per occurrence. The following language must be included in the certificate: “Ohio Wesleyan University, the Ohio Wesleyan University Board of Trustees, and all its other departments, boards, commissions and its officers, employees, and agents are hereby declared to be additional insured, indemnified and held harmless under the terms of this policy. This insurance policy will not be cancelled or materially changed without thirty (30) days’ notice to the Vice President Finance & Administration/Treasurer at Ohio Wesleyan University. If the Chapter is permitted to self-operate dining services, the Chapter must also carry product liability insurance.”

A.14 The Fraternity & Sorority Life Office will meet with the Chapter President and, if applicable MOU responsible officer at least two times during the academic year to discuss the responsibilities of all parties in fulfilling the provisions of this document. The RLC will meet with the House RA to review and address any concerns and suggestions regarding successful management and operation of the house. One meeting should occur shortly after the beginning of the academic year to communicate shared expectations and all procedures, and one meeting should occur toward the end of the academic year to review move-out and check-out procedures.

A.15 The assignment of a Chapter to a University residence will be reviewed annually by the Director of Clubs and Fraternity & Sorority Life and the Assistant Dean of Student Affairs/Director of Residential Life who together will make a recommendation to the Vice President for Student Engagement and Success/Dean of Students regarding the future residential assignment of the Chapter. The Chapter will be notified of the decision by February 15. It is the intent of all parties that each Chapter should, assuming it meets the requirements set forth in this Memorandum, its addendum, and the Statement of Values and Expectations for Fraternity and Sorority Life, occupy the same residential structure that it occupied during the previous academic year.

A.16 The provisions in this document will be reviewed by the University in consultation with chapters once every two years with the next review taking place during the 2018-2019 academic year. Subsequent reviews may be made as necessary. If Chapters have concerns that they would like addressed prior to the scheduled review, they may submit them in writing to either the Fraternity & Sorority Life Office or Residential Life Office. If attempts to resolve concerns in a reasonable amount of time are unsatisfactory, the Chapter may then submit concerns in a letter to the Vice President for Student Engagement and Success including an outline of the steps they have taken to resolve their concerns. If the University has a concern, this will be communicated in writing to the Chapter President and alumni advisory board.

A.17 In situations when there is a disaster or emergency that causes a House to be uninhabitable for any length of time, the University shall work to provide a living arrangement where Chapter members are grouped as reasonably as possible and make provisions for meal plans and appropriate meeting spaces. In a situation where a House is uninhabitable, a meeting will be held with representatives of the house corporation and/or alumni advisory board, undergraduate Chapter, and appropriate University officials to determine the next necessary steps.
Occupancy

B.1 The University intends to make optimal use of all residential facilities on campus by filling all available space in the House with active members, Chapters members will live in the House as long as space permits.

B.2 Capacity levels, defined as the maximum number of beds in the House, will be determined by the University and may be different for each House. As a general guideline, a single occupancy room should contain at least seventy square feet, and double occupancy rooms should contain at least one-hundred square feet, and the designation of rooms as a double occupancy room or a triple occupancy room shall be agreed between the Chapter and the University.

B.3 Occupancy, defined as the number of residents officially assigned to the House, will be measured at the University’s census day at the beginning of each semester. The 3-year average occupancy of the House shall be the number of residents officially assigned to the House on each of the last six of the University’s census days, and will be used to determine whether or not a Chapter meets the required occupancy level to remain assigned to the House. Chapter members who are employed as RAs in other University residences, or enrolled students studying in an off-campus program who reside in the House at least one semester during the academic year, or Chapter members who have been approved to live in other university residences through the Housing Accommodation Request process will be counted as “occupancy credits” for the purpose of calculating average annual occupancy.

B.4 Chapters will be required to meet an occupancy level of 90% of the designated capacity for the House each semester. The university can choose to suspend the occupancy requirement for special circumstances (e.g. Membership Review).

B.5 If the Chapter fails to meet or exceed the required occupancy level of the designated capacity of the House (as outlined in B.4), the Chapter may petition the University to waive the required occupancy level for one year. The petition, which should be written in consultation with the Fraternity & Sorority Life office, should include an outline of steps the Chapter intends to take to increase its membership and to raise its House occupancy to the level required of fraternities at Ohio Wesleyan. This petition must be submitted to the Residential Life Office within two weeks of the residential assignment notification as referenced in A.14. If the waiver is granted, the Chapter will continue as a residential chapter and must pay the tier-two room rate (referred to above) for the number of students necessary to meet the required occupancy level.

B.6 If, on the University’s spring census day, the Chapter does not meet or exceed the occupancy level described in B.4 and has not been granted a one year waiver, the Chapter will become a non-residential chapter beginning in the following fall semester.

B.7 If, on the University’s spring census day, the Chapter achieves the occupancy level described in B.4, currently resides in its House, and remains in good standing under the Statement of Values and Expectations and the Student Code of Conduct, the Chapter will retain residence in its House for the following academic year.

B.8 A non-residential Chapter may request space on campus that may be used for Chapter property storage during such time that the Chapter does not have enough members to occupy a house under the terms of this Memorandum of Understanding. A non-residential Chapter may reserve space for meetings and events through the campus reservations system.

B.9 Non-residential Chapters that previously occupied a house may petition to return to their previous residence when the Chapter membership meets or exceeds the required occupancy level of the residence. The
petition shall consist of a statement by the Chapter regarding its membership plan and its adherence to the conditions of this Memorandum of Understanding and the Statement of Values and Expectations for Fraternity and Sorority Life. The determination that the Chapter has achieved the required occupancy level shall be made on the University’s census day in the spring semester. The Chapter shall make its petition no later than May 15 of the year preceding the academic year for which they are requesting housing.

B.10 Non-residential Chapters may petition the University to occupy an available house when the Chapter membership meets or exceeds the required occupancy level of the available house. The petition shall consist of a statement by the chapter regarding its membership plan and its adherence to Memorandum of Understanding and the Statement of Values and Expectations for Fraternity and Sorority Life.

B.11 The Chapter will assume responsibility for making room assignments in their house. A preliminary roster will be provided to the Office of Residential Life by the Friday before Spring Break of each year, with the understanding that this roster may change. The final roster and any subsequent changes will be provided to the Office of Residential Life by June 1 of each year.

B.12 Chapters should include information in their bylaws regarding how they will prioritize room assignments for active members, including an explanation of how they will proceed if they have more active members than can reside in the House. If the Chapter has more active members than the capacity of the house, and the Chapter members who will be living outside the House will be living in other University residences, the University will work to keep these Chapter members in the same or nearby rooms as much as reasonably possible. All Chapter members must complete a housing application and contract annually, on which Chapter members can designate a preferred roommate for housing selection outside of the House. If the Residential Life Office conducts an off campus lottery, Chapter members may follow the same process as other students for requesting permission to live off campus. A Chapter member approved to live off campus will not be counted toward the Chapter's occupancy level.

B.13 Chapter members residing in the House will follow the same move in/move out procedures and timeline as students residing elsewhere on campus. Access to an assigned room is given to Chapter members only during regular academic sessions, which require their presence on campus. If a Chapter member demonstrates a need to reside in his room in the days prior to the start of the academic year, after the end of the academic year, or during break periods, he must register with the Residential Life Office to obtain permission, which may be at a cost above and beyond the terms of the Residential Life housing contract. A Chapter member who is dismissed or who voluntarily withdraws from the University has 48 hours in which to vacate the House.

B.14 If a Chapter member is academically dismissed from the University and is reinstated on academic probation, Residential Life will comply with the terms of probation set forth by the Academic Status Committee (may include restrictions for living in the House). If a Chapter member enrolled under these circumstances is restricted from living in the House, he will not be counted in the House occupancy.

B.15 If a Chapter member is found inside the House or accessing the House during non-academic sessions he will be subject to Student Conduct charges.

Facility Maintenance

University Responsibilities

C.1 The University will maintain all facilities including kitchen facilities and fixed equipment as specified in the addendum to this Memorandum, dining room tables and chairs, wall and floor coverings, stairwells and landings, windows, window treatments for all windows, doors, laundry equipment, bathrooms, plumbing fixtures, student room furnishings, fire safety equipment including sprinklers if applicable, fire extinguisher on each floor, fire safety doors, common area furniture, wireless routers, and any other such furnishings the
University determines to be necessary or useful. Equipment provided by third party vendors will be maintained in accordance with the contract between the University and the third party vendor.

C.2 Common areas and bathrooms in the House will be cleaned by University’s custodial service provider consistent with protocols in other University residences. (See addendum item F.5 for additional information regarding custodial services.) Chapter members are responsible for the regular cleaning of their personal rooms, dining rooms, and dedicated Chapter space described in the addendum. Kitchens will be cleaned by the dining service provider in Houses that operate a Fraternity Meal Plan. The University will provide snow removal and grounds care for the House in the same manner as other University residences. Each summer, each House shall undergo a thorough deep cleaning.

C.3 University personnel will conduct general health and safety inspections at least three times per semester. One of the fall semester general health and safety inspections will be focused on fire safety provisions. A Chapter representative will be included in each of these general health and safety inspections.

Chapter Responsibilities

C.4 Work requests will be submitted by the RA or the RLC responsible for the House.

C.5 The Chapter is responsible for the proper care of University property in and around the House and shall be billed for the replacement or repair of damaged University property, other than normal wear and tear, as determined necessary by University officials. The student or students responsible for damage resulting from abuse of facilities, negligence, or means other than those attributed to normal deterioration (that is, other than normal wear and tear) will be expected to assume the cost of repair or replacement. If the responsible individual or individuals are unknown, then the Chapter members will be expected to assume the cost of repair or replacement. Community damage will be divided equally among the Chapter members living in the House and assessed to each individual student account. Damage bills are issued at the end of each semester, when the student leaves the residential unit, or at other times at the discretion of the University. Excessive and aggressive damages to the House, as determined by University officials, may result in the Chapter not being re-assigned to the House during the following academic year.

C.6 The Chapter will assume responsibility for the purchase, security, and maintenance of any computer equipment installed in the House, if the Chapter desires to have such equipment. The University will assume responsibility for the purchase and maintenance of any wireless equipment installed in the House. The University will provide Internet access to the House that is similar to the access that is provided in other University-owned residences.

C.7 Any lofts constructed in student rooms must be done in accordance with the Residential Life loft building policy. At the written request of an incoming resident, a properly constructed, inspected, and registered loft may remain in a room for the future use of the incoming resident. Otherwise the loft will be deconstructed by the current resident prior to checking out of the House. Room decorations may be added to the student rooms subject to Residential Life policies.

C.8 Chapter members who choose to customize their room with paint must abide by the Customized Paint Policy and Agreement.

Shared Responsibilities

C.9 The Chapter and the University will work collaboratively to select furnishings for the common spaces in the House. Furnishings owned or purchased by the Chapter and approved by the University may be installed in the common spaces of the House. The Chapter can customize their common and dedicated spaces at the Chapter’s expense after approval by the University. Repair or replacement furnishings in common areas, such as living rooms, will be made on a schedule consistent with the replacement of furnishings in
University residences. All common area furniture that was inventoried and identified in the Chapter's previous MOU addendums is property of the Chapter or its House Corporation or Alumni Board. Specific provisions as to each House’s common area furniture are in the addendum for the Chapter. The University reserves the right, in consultation with Chapter members and alumni advisory board/house corporation representatives, to remove Chapter owned common area furnishings if it is determined that they unsafe or unsuitable for use.

C.10 The University will consult with Chapter members and alumni advisory board/house corporation representatives in the planning of any major renovations to the House.

C.11 Chapter members and alumni advisory/house corporation representatives will work in partnership with the University to develop a prioritized master plan for facilities improvements. The Chapter may submit a written report for review and consideration by the University. During this MOU agreement period, the University will conduct a review of the House with advisement from Chapter including its House Corporation. The University shall provide to the Chapter a statement regarding plans and prioritization as to the needs identified by the annual review. Implementation of improvements will be subject to the availability of funds and will be reviewed annually.

Dining Services

D.1 Any student that resides on the campus is required to purchase a University meal plan, including students who live in fraternity residences. Chapters that request to operate a kitchen on-site may either self-operate dining services or have the University’s dining service provider operate dining services. It is the responsibility of the Chapter to select the appropriate Fraternity Meal Plan option. Chapters that are not operating a kitchen either independently or through the University dining service provider at the time of this document’s implementation (216 N. Franklin St. and 35 Williams Dr.) will have members select a University meal plan. Houses that do not self-operate their kitchens may select from the following Fraternity Meal Plan options (choices may be reflected in the Chapter addendum). Service will start the day before classes begin and follow the academic calendar and end on the last day of classes each semester. House kitchens will be closed when campus dining facilities are closed.

Fraternity Meal Plan #1

- The University dining service provider will provide a qualified chef and campus support for lunch and dinner Monday through Thursday and lunch on Friday.
- The chef will prepare a dish (dinner or breakfast casserole) on Friday before he/she leaves.
- The university dining service provider will provide breakfast foods, milk, juice, and light snacks for Chapter member to access every day.
- Members may have access to some food storage and kitchen equipment to cook for themselves during off hours.
- There are no on campus points in this plan.
- University dining service provider will also work to support traditional events for each Chapter throughout the academic year that occur within the House.
- Continued support of each Chapter event will be based on a review of operation costs within the budget.

Fraternity Meal Plan #2

- The Chapter elects to close their kitchen.
- Individual Fraternity members select one of the University meal plan options (Knight, Bishop, Squire).
• The University dining service provider will work to support traditional events throughout the academic year; however, chapter members may be required to contribute meal points for special events.

D.2 If the Chapter has the University operate dining services, the board revenue will be retained by the University and paid to the University’s dining service provider. The service provided will be in accordance with the Fraternity Meal Plan selected by the Chapter (Fraternity Meal Plan #1 or #2). Special dietary needs for individual students may be accommodated by the dining service provider. The dining service provider will have discretion to make decisions about existing kitchen personnel. A schedule of hours (outside of meal times) should be developed by the Chapter in partnership with the University dining service provider and posted outside of the kitchen.

D.3 Non-chapter members dining in the House may use food points to purchase a meal from the Chapter at a rate equivalent to the per meal rate in Smith dining hall.

D.4 If the Chapter has the University operate dining services, the University’s dining service provider will inventory all kitchen items at the beginning of a contract period and ensure that these items are sufficiently supplied. Any losses of these items will be charged to the Chapter as community damage. Designated stationary commercial food preparation and storage equipment (such as freezers, refrigerators, stoves, ovens, pots, pans) will be maintained by the University. An inventory of these designated items will specifically define the equipment for which the University is responsible. Flatware, plates, utensils, cups, glasses, and paper products are maintained and replaced by the provider of dining services for the House. A representative of the Chapter shall be present at the inventory and the Chapter shall approve the inventory. If a Chapter self-operates dining services the Chapter is responsible for conducting an inventory with their chosen dining service provider.

D.5 If the Chapter requests to self-operate dining services, the University will compensate the house corporation an amount equivalent to 80% (+/- 2%) of the board revenue collected from Chapter members living in the house or on the fraternity board plan. There will be no administrative fees for revenue collection and management withheld by the University. An amount equivalent to 20% (+/-2%) of the board revenue collected from Chapter members living in the house will be used to offset University expenses and provide for the maintenance of kitchen facilities and fixed equipment. The privilege to self-operate dining services will be reviewed annually by the University.

D.6 If the Chapter self-operates dining services, the house corporation assumes responsibility for providing ample and nutritious meals to individuals on the board plan, management of kitchen personnel, food purchasing, preparation, and compliance with health standards as defined by local, county, and state regulations. The individual primarily responsible for food preparation must be Serve Safe certified. A copy of the Serve Safe certification must be submitted to the Residential Life Office by August 1st each year, or any time the individual responsible for food preparation changes. Chapters may elect to purchase food points for members to use in University dining operations at the discretion of the Chapter members. House corporation representatives may work with the University dining service provider to develop a budget for dining service operations and submit an annual official health inspection report to Residential Life no later than December 1.

D.7 The OWU Division of Finance and Administration will define standards of accountability, including audit protocols, for use of board revenue to ensure that all funds are dedicated to provision of quality dining services. Funds will be disbursed to house corporations in a manner developed by the Controller in consultation with the Resident District Manager of University Dining Services and the house corporation, and approved by the Vice President for Administration and Finance/Treasurer. Upon approval of the Vice President for Administration and Finance/Treasurer, unspent board revenue may be carried over to the next fiscal year. Board revenue collected by the University and disbursed to the house corporation cannot be used for Chapter operational expenses or alcohol.
D.8 When a student becomes a new member of the Chapter, the student's board plan is changed to the fraternity board plan rate and the student participates in the Chapter's dining services program. If the Chapter self-operates dining services, the University will compensate the Chapter an amount equivalent to approximately 80% (+/- 2%) of the remaining board revenue balance collected from the new Chapter member on the effective date that the new Chapter member pledges the fraternity. The Chapter member will no longer have access to their former University meal plan.

**Finances**

E.1 A maintenance budget will be developed for each House based on the capacity of the House.

E.2 The University will provide an activity fund to the Chapter equivalent to the funds provided to other small living units. The Fraternity RA may submit a program proposal form to the RLC for consideration of funds. The expenditure of these funds will be approved by the RLC who will be a signatory for these accounts. Funds must be requested and approved by the RLC prior to the expenditure.

E.3 It is the intent of the University to use a portion of funds generated from room fees paid by Chapter members residing in the House to support the operation, maintenance, and improvement of the House.
Addendum Provisions

XXX

F.1 The capacity level for this House is XXXX.

F.2 Designated room(s) for Chapter ritual space include(s) XXXX

F.3 Designated room(s) for Chapter storage space XXXX

F.4 Furnishings owned by the Chapter as of May 16, 2010 include XXXX

F.5 Common areas will be deep cleaned at least once a week and cleaned daily the rest of the week during the academic year. Bathrooms will be deep cleaned Monday-Friday and refuse will be removed from the House Monday-Friday during the academic year. Basic cleaning supplies and paper supplies for bathrooms for residents to use will be provided by the University. These supplies are placed in custodial service storage areas that custodial service only can access. Chapter members who serve as a House Manager can retrieve supplies from the custodial service staff if there is a problem with a shortage of supplies. The RA/FHD shall provide a report as to the custodial services together with their weekly report to the RLC. Each house corporation or alumni advisory board shall be made aware of any changes to the services or schedule of services by the university custodial service provider.

F.6 Designated stationary commercial food preparation and storage equipment (such as freezers, refrigerators).

F.7 During the 2017-2018 academic year the Chapter will:

___ Select Fraternity Meal Plan ___ (#1 or #2)

___ Self-operate their dining service
# Memorandum of Understanding

for

Fraternity Chapters Assigned to University Residences

## Signature Page

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Ohio Wesleyan University

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